

**A G R E E M E N T**

THIS AGREEMENT is made and entered into this 12th day of December, 2023, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and WESTCARE CALIFORNIA, INC., a California non-profit corporation, whose address is 1900 N. Gateway Blvd., Ste. 100, Fresno, CA 93727, hereinafter referred to as ("SUBRECIPIENT"), COUNTY and the SUBRECIPIENT may be referred to individually as a "Party" and collectively as the "Parties."

**RECITALS:**

A. COUNTY through its Department of Social Services (DSS) has received an allocation of funding from the California Department of Social Services (CDSS) to implement and administer the Housing and Disability Advocacy Program (HDAP), authorized from the Budget Act of 2021 Senate Bill 129 (SB 129); and

B. COUNTY continues to have a significant population of homeless and disabled individuals who are in need of disability advocacy and housing assistance; and

C. SUBRECIPIENT is willing and able to provide disability advocacy and housing services to the said population; and

D. SUBRECIPIENT is willing and able to provide said disability and advocacy and housing assistance and related case management services to homeless and disabled individuals.

The parties therefore agree as follows:

**1. SUBRECIPIENT'S SERVICES**

SUBRECIPIENT shall perform all services as set forth in Exhibit A, Summary of Services, attached hereto and incorporated herein by this reference.

SUBRECIPIENT shall provide specified services and activities pursuant to the staffing patterns and program expenses detailed in Exhibit B, Budget Summary, attached hereto and incorporated herein by this reference.

SUBRECIPIENT represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

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1 SUBRECIPIENT shall, at its own cost, comply with all applicable federal, state, and local laws  
2 and regulations in the performance of its obligations under this Agreement, including but not limited to  
3 workers compensation, labor, and confidentiality laws and regulations.

4 2. TERM

5 The term of this Agreement shall commence on December 12, 2023, through and including June  
6 30, 2025. This Agreement may be extended for one (1) additional twelve (12) month period upon written  
7 approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month  
8 extension period. The Director of the Department of Social Services (DSS) or his or her designee is  
9 authorized to execute such written approval on behalf of COUNTY based on SUBRECIPIENT'S  
10 satisfactory performance. The extension of this Agreement by COUNTY is not a waiver or compromise  
11 of any default or breach of this Agreement by SUBRECIPIENT existing at the time of the extension  
12 whether or not known to COUNTY.

13 3. TERMINATION

14 A. Non-Allocation of Funds

15 The terms of this Agreement, and the services to be provided hereunder, are contingent on the  
16 approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the  
17 services provided may be modified, or this Agreement terminated, at any time by giving the  
18 SUBRECIPIENT thirty (30) days advance written notice.

19 B. Breach of Contract

20 The COUNTY may suspend or terminate this Agreement in whole or in part, where in the  
21 determination of the COUNTY, the SUBRECIPIENT:

- 22 1) Obtained or used funds illegally or improperly;  
23 2) A failure to comply with any term of this Agreement;  
24 3) A substantially incorrect or incomplete report submitted to the COUNTY; or  
25 4) Improperly performed any of its obligations under this Agreement.

26 Upon determining that a breach (as defined above) has occurred, COUNTY may give written  
27 notice of the breach to SUBRECIPIENT. The written notice may suspend performance under this  
28 Agreement and must provide at least 30 days for SUBRECIPIENT to cure the breach.

1 If SUBRECIPIENT fails to cure the breach to COUNTY's satisfaction within the time stated in the  
2 written notice, COUNTY may terminate this Agreement immediately.

3 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any  
4 breach of this Agreement or any default which may then exist on the part of the SUBRECIPIENT.  
5 Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the  
6 breach or default. The COUNTY shall have the right to demand of the SUBRECIPIENT the repayment  
7 to the COUNTY of any funds disbursed to the SUBRECIPIENT under this Agreement, which in the  
8 judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The  
9 SUBRECIPIENT shall promptly refund any such funds upon demand.

10 Any termination of this Agreement by the COUNTY under this Section Three is without penalty to  
11 or further obligation of the COUNTY. This Section Three survives the termination of this Agreement.

12 C. Without Cause

13 Under circumstances other than those set forth above, this Agreement may be terminated by  
14 SUBRECIPIENT, COUNTY or COUNTY's DSS Director, or designee, upon the giving of thirty (30) days  
15 advance written notice of an intention to terminate this Agreement.

16 4. COMPENSATION

17 For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to pay  
18 SUBRECIPIENT and SUBRECIPIENT agrees to receive compensation in accordance with the Exhibit  
19 B, Budget Summary.

20 In no event shall compensation paid for services performed under this Agreement be in excess of  
21 Four Million, Six Hundred Ninety-Six Thousand, Eight Hundred Seventy-Nine and No/100 Dollars  
22 (\$4,696,879) during the term of this Agreement. For the period of December 12, 2023 through June 30,  
23 2025 in no event shall compensation paid for services performed under this agreement be in excess of  
24 Two Million, Eight Hundred Seventy-Eight Thousand, Seven Hundred Thirty-Two and No/100 Dollars  
25 (\$2,878,732). For the period of July 1, 2025 through June 30, 2026 in no event shall compensation paid for  
26 services performed under this Agreement be in excess of One Million, Eight Hundred Eighteen Thousand,  
27 One Hundred Forty-Seven and No/100 Dollars (\$1,818,147).

28 The SUBRECIPIENT is solely responsible for all of its costs and expenses that are not specified as

1 payable by the County under this Agreement. If SUBRECIPIENT should fail to comply with any provision of  
2 the Agreement, COUNTY shall be relieved of its obligation for further compensation. Any compensation  
3 which is not expended by SUBRECIPIENT pursuant to the terms and conditions of this Agreement shall  
4 automatically revert to COUNTY.

5 SUBRECIPIENT acknowledges that COUNTY is a local government entity, and does so with notice  
6 that the COUNTY's powers are limited by the California Constitution and by State law, and with notice that  
7 SUBRECIPIENT may receive compensation under this Agreement only for services performed according to  
8 the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount  
9 payable under this section. SUBRECIPIENT further acknowledges that COUNTY's employees have no  
10 authority to pay SUBRECIPIENT except as expressly provided in this Agreement.

11 The services provided by the SUBRECIPIENT under this Agreement are funded in whole or in part  
12 by the State of California and the United States Federal government. In the event that funding for these  
13 services is delayed by the State Controller or the Federal government, COUNTY may defer payment to  
14 SUBRECIPIENT. The amount of the deferred payment shall not exceed the amount of funding delayed to  
15 the COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of time of the  
16 State Controller's or Federal government's delay of payment to COUNTY plus forty-five (45) days.

17 5. INVOICING

18 SUBRECIPIENT shall invoice COUNTY's DSS in arrears by the tenth (10<sup>th</sup>) of each month for  
19 expenditures incurred and services rendered in the previous month to:  
20 DSSInvoices@fresnocountyca.gov. Payments by COUNTY's DSS shall be in arrears for actual services  
21 provided during the preceding month, within forty-five (45) days after receipt, verification, and approval  
22 of SUBRECIPIENT's invoices by COUNTY's DSS. A monthly activity report shall accompany the  
23 invoice, reflecting services supported by the invoiced expenditures and be in a form and in such detail  
24 as acceptable to the COUNTY's DSS. All final claims for funding shall be submitted by SUBRECIPIENT  
25 within sixty (60) days following the final month of services. At the discretion of COUNTY's DSS Director  
26 or his/her designee, COUNTY's DSS may deny payment of any invoice received more than sixty (60)  
27 days following the final month of services.

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1 At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is otherwise  
2 not in proper form or detail, COUNTY's DSS Director or designee shall have the right to withhold  
3 payment as to only that portion of the invoice that is incorrect or improper after five (5) days prior written  
4 notice or email correspondence to SUBRECIPIENT. SUBRECIPIENT agrees to continue to provide  
5 services for a period of ninety (90) days after written or email notification of an incorrect or improper  
6 invoice. If after the ninety (90) day period the invoice has still not been corrected to COUNTY's DSS  
7 satisfaction, COUNTY or COUNTY's DSS Director or designee may elect to terminate this Agreement,  
8 pursuant to the termination provisions stated in Paragraph Three (3) of this Agreement.

9 6. MODIFICATION

10 A. Minor changes to the Summary of Services, identified in this Agreement, may be  
11 made with the mutual written approval of COUNTY's DSS Director or designee and SUBRECIPIENT.  
12 Minor changes may include, but are not limited to changes that will not significantly alter the  
13 responsibilities identified in Exhibit A. Any changes to the Services shall not result in any change to the  
14 maximum compensation, unless agreed otherwise in writing by and among the Parties and approved by  
15 each Party's respective boards.

16 B. Notwithstanding the above, changes to line items in Exhibit B, Budget Summary,  
17 in an amount not to exceed 10% of the total maximum compensation payable to the SUBRECIPIENT as  
18 identified in Section Four (4) of this Agreement, may be made with the written approval of COUNTY's  
19 DSS Director, or designee and SUBRECIPIENT. Budget line item changes shall not result in any  
20 change to the total maximum compensation amount payable to SUBRECIPIENT, as stated herein.

21 C. SUBRECIPIENT agrees that reductions to the maximum compensation set forth  
22 in Section Four (4) of this Agreement may be necessitated by a reduction in funding from State or  
23 Federal sources. Any such reduction to the maximum compensation may be made with the written  
24 approval of COUNTY's DSS Director or designee and SUBRECIPIENT. SUBRECIPIENT further  
25 understands that this Agreement is subject to any restrictions, limitations, or enactments of all legislative  
26 bodies which affect the provisions, term, or funding of this agreement in any manner. If the parties do  
27 not provide written approval for modification due to reduced funding, this Agreement may be terminated  
28 in accordance with Section 3.A. above.

1           7.       INDEPENDENT SUBRECIPIENT

2           In performance of the work, duties and obligations assumed by SUBRECIPIENT under this  
3 Agreement, it is mutually understood and agreed that SUBRECIPIENT, including any and all of the  
4 SUBRECIPIENT'S officers, agents, and employees will at all times be acting and performing as an  
5 independent subcontractor, and shall act in an independent capacity and not as an officer, agent,  
6 servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall  
7 have no right to control or supervise or direct the manner or method by which SUBRECIPIENT shall  
8 perform its work and function. However, COUNTY shall retain the right to verify that SUBRECIPIENT is  
9 performing its obligations in accordance with the terms and conditions of this Agreement.

10           SUBRECIPIENT and COUNTY shall comply with all applicable provisions of law and the rules and  
11 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

12           Because of its status as an independent subcontractor, SUBRECIPIENT shall have absolutely  
13 no right to employment rights and benefits available to COUNTY employees. SUBRECIPIENT shall be  
14 solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee  
15 benefits. In addition, SUBRECIPIENT shall be solely responsible and save COUNTY harmless from all  
16 matters relating to payment of SUBRECIPIENT'S employees, including compliance with Social Security  
17 withholding and all other regulations governing such matters. It is acknowledged that during the term of  
18 this Agreement, SUBRECIPIENT may be providing services to others unrelated to the COUNTY or to  
19 this Agreement.

20           8.       INDEMNITY AND DEFENSE

21           The Parties each agree to indemnify, save, hold harmless, and at the requesting Party's request,  
22 defend the other Party, its members, partners commissioners, officers, agents, employees, and volunteers  
23 from reasonable demands, injuries, damages, costs, and expenses (including attorney's fees and costs),  
24 fines, penalties, liabilities, claims, and losses occurring or resulting to the requesting Party or any third  
25 party that arise from or relate to the performance, or failure to perform, by the other Party, its members,  
26 partners, commissioners, officers, agents, or employees, or subcontractors under this Agreement, and  
27 from reasonable costs and expenses (including attorney's fees and costs), damages, liabilities, claims,  
28 and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by

1 the performance, or failure to perform, of the other Party, its members, commissioners, officers, agents, or  
2 employees under this Agreement. Each Party may conduct or participate in its own defense without  
3 affecting the other Party's obligation to indemnify and hold harmless or defend the requesting Party.

4 The provisions of this Section Eight (8) shall survive termination of this Agreement.

5 9. INSURANCE

6 SUBRECIPIENT shall comply with the insurance requirements in Exhibit C attached  
7 hereto and incorporated herein by this reference.

8 10. ASSIGNMENT AND SUBCONTRACTS

9 Neither party shall assign, transfer or subcontract this Agreement nor their rights or duties under  
10 this Agreement without the approval of the other party. Any transferee, assignee or subrecipient will be  
11 subject to all applicable provisions of this Agreement, and all applicable State and Federal regulations.  
12 SUBRECIPIENT shall be held primarily responsible by COUNTY for the performance of any transferee,  
13 assignee or subcontractor unless otherwise expressly agreed to in writing by COUNTY. The use of  
14 subcontract by SUBRECIPIENT shall not entitle SUBRECIPIENT to any additional compensation than is  
15 provided for under this Agreement.

16 11. CONFLICT OF INTEREST

17 No officer, employee or agent of the COUNTY who exercises any function or responsibility for  
18 planning and carrying out of the services provided under this Agreement shall have any direct or indirect  
19 personal financial interest in this Agreement. In addition, no employee of the COUNTY shall be  
20 employed by the SUBRECIPIENT under this Agreement to fulfill any contractual obligations with the  
21 COUNTY. The SUBRECIPIENT shall comply with all Federal, State of California and local conflict of  
22 interest laws, statutes and regulations, which shall be applicable to all parties and beneficiaries under  
23 this Agreement and any officer, employee or agent of the COUNTY.

24 12. DISCLOSURE OF SELF-DEALING TRANSACTIONS

25 This provision is only applicable if the SUBRECIPIENT is operating as a corporation or if during  
26 the term of the agreement, the SUBRECIPIENT changes its status to operate as a corporation.

27 Members of the SUBRECIPIENT's Board of Directors shall disclose any self-dealing  
28 transactions that they are a party to while SUBRECIPIENT is providing goods or performing services

1 under this agreement. A self-dealing transaction shall mean a transaction to which the SUBRECIPIENT  
2 is a party and in which one or more of its directors has a material financial interest. Members of the  
3 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and  
4 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit D and incorporated  
5 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing  
6 transaction or immediately thereafter.

7 13. NON-DISCRIMINATION

8 During the performance of this Agreement, SUBRECIPIENT and its officers, employees, agents  
9 and subrecipients shall not unlawfully discriminate in violation of any Federal, State or local law, rule or  
10 regulation against any employee or applicant for employment, or recipient of services under this  
11 Agreement, because of age, ethnic group identification, sex, gender, gender identity, gender expression,  
12 sexual orientation, color, physical disability, mental disability, medical condition, national origin, race,  
13 ancestry, genetic information, marital status, religion, religious creed, military status, or veteran status.

14 A. Domestic Partners and Gender Identity

15 For State fund-funded contracts of \$100,000 or more, SUBRECIPIENT certifies that it  
16 complies with Public Contract Code Section 10295.3.

17 B. Americans with Disabilities Act

18 SUBRECIPIENT shall comply with the Americans with Disabilities Act (ADA) of 1990,  
19 which prohibits discrimination on the basis of disability, as well as all applicable regulations and  
20 guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.)

21 C. SUBRECIPIENT shall include the non-discrimination and compliance provisions of this  
22 section in all subcontracts to perform work under this Agreement.

23 14. LIMITED ENGLISH PROFICIENCY

24 SUBRECIPIENT shall provide interpreting and translation services to persons participating in  
25 SUBRECIPIENT's services who have limited or no English language proficiency, including services to  
26 persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to  
27 allow such participants meaningful access to the programs, services and benefits provided by  
28 SUBRECIPIENT. Interpreter and translation services, including translation of SUBRECIPIENT's "vital

documents” (those documents that contain information that is critical for accessing SUBRECIPIENT’s services or are required by law) shall be provided to participants at no cost to the participant. SUBRECIPIENT shall ensure that any employees, agents, subrecipients, or partners who interpret or translate for a program participant, or who directly communicate with a program participant in a language other than English, demonstrate proficiency in the participant’s language and can effectively communicate any specialized terms and concepts peculiar to SUBRECIPIENT’s services.

15. CONFIDENTIALITY AND DATA SECURITY

All services performed by SUBRECIPIENT under this Agreement shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality.

For the purpose of preventing the potential loss, misappropriation or inadvertent disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter into a contractual relationship with COUNTY for the purpose of providing services under this Agreement must employ adequate data security measures to protect the confidential information provided to SUBRECIPIENT by COUNTY, including but not limited to the following:

A. Subrecipient-Owned Mobile/Wireless/Handheld Devices may not be connected to COUNTY networks via personally owned mobile, wireless or handheld devices, except when authorized by COUNTY for telecommuting and then only if virus protection software currency agreements are in place, and if a secure connection is used.

B. Subrecipient-Owned Computers or Computer Peripherals may not be brought into COUNTY for use, including and not limited to mobile storage devices, without prior authorization from COUNTY’s Chief Information Officer or her designee. Data must be stored on a secure server approved by COUNTY and transferred by means of a VPN (Virtual Private Network) connection, or another type of secure connection of this type if any data is approved to be transferred.

C. County-Owned Computer Equipment – SUBRECIPIENT or anyone having an employment relationship with COUNTY may not use COUNTY computers or computer peripherals on non-COUNTY premises without prior authorization from COUNTY’s Chief Information Officer or her designee.

1 D. SUBRECIPIENT may not store COUNTY's private, confidential or sensitive data  
2 on any hard-disk drive.

3 E. SUBRECIPIENT are responsible to employ strict controls to ensure the integrity  
4 and security of COUNTY's confidential information and to prevent unauthorized access to data  
5 maintained in computer files, program documentation, data processing systems, data files and data  
6 processing equipment which stores or processes COUNTY data internally and externally.

7 F. Confidential client information transmitted to one party by the other by means of  
8 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128  
9 BIT or higher. Additionally, a password or pass phrase must be utilized.

10 G. SUBRECIPIENT are responsible to immediately notify COUNTY of any breaches  
11 or potential breaches of security related to COUNTY's confidential information, data maintained in  
12 computer files, program documentation, data processing systems, data files and data processing  
13 equipment which stores or processes COUNTY data internally or externally.

14 H. SUBRECIPIENT shall require its subcontractors to comply with the provisions of  
15 this Data Security section.

16 16. CLEAN AIR AND WATER

17 In the event the funding under this Agreement exceeds One Hundred Fifty Thousand and  
18 No/100 Dollars (\$150,000.00), SUBRECIPIENT shall comply with all applicable standards, orders or  
19 requirements issued under the Clean Air Act, as amended, 42 U.S. Code 7401 *et seq.*, and the Federal  
20 Water Pollution Control Act, 33 U.S. Code 1251 *et seq.* Under these laws and regulations,  
21 SUBRECIPIENT shall:

22 A. Assure the COUNTY that no facility shall be utilized in the performance of this  
23 Agreement that has been listed on the Environmental Protection Agency (EPA) list of Violating Facilities;

24 B. Notify COUNTY prior to execution of this Agreement of the receipt of any  
25 communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility to be  
26 utilized in the performance of this Agreement is under consideration to be listed on the EPA list of  
27 Violating Facilities;

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1 C. Report each violation of the above laws to COUNTY and understand and agree  
2 that the COUNTY will, in turn, report each violation as required to assure notification to the Federal  
3 Emergency Management Agency (FEMA) and the appropriate Environmental Protection Agency  
4 Regional Office; and

5 D. Include these requirements in each subcontract exceeding \$150,000 financed in  
6 whole or in part with federal assistance.

7 17. PROCUREMENT OF RECOVERED MATERIALS

8 In the performance of this Agreement, SUBRECIPIENT shall comply with section 6002 of the  
9 Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The  
10 requirements of Section 6002 include procuring only items designated in guidelines of the  
11 Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of  
12 recovered materials practicable, consistent with maintaining a satisfactory level of competition, where  
13 the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the  
14 preceding fiscal year exceeded \$10,000. For contracts meeting this threshold SUBRECIPIENT shall  
15 make maximum use of products containing recovered materials that are EPA-designated items unless  
16 the product cannot be acquired:

- 17 i. Competitively within a timeframe providing for compliance with the  
18 contract performance schedule;  
19 ii. Meeting contract performance requirements; or  
20 iii. At a reasonable price.

21 18. DRUG-FREE WORKPLACE REQUIREMENTS

22 For purposes of this paragraph, SUBRECIPIENT will be referred to as the "grantee". By drawing  
23 funds against this grant award, the grantee is providing the certification that is required by regulations  
24 implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations  
25 require certification by grantees that they will maintain a drug-free workplace. False certification or  
26 violation of the certification shall be grounds for suspension of payments, suspension or termination of  
27 grants, or government wide suspension or debarment. SUBRECIPIENT shall also comply with the  
28 requirements of the Drug-Free Workplace Act of 1990 (California Government Code section 8350 et

seq.).

19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

A. COUNTY and SUBRECIPIENT recognize that SUBRECIPIENT is a recipient of Federal assistance funds under the terms of this Agreement. By signing this Agreement, SUBRECIPIENT agrees to comply with applicable Federal suspension and debarment regulations, including but not limited to: 7 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order 12549. By signing this Agreement, SUBRECIPIENT attests to the best of its knowledge and belief, that it and its principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and

2) Shall not knowingly enter into any lower tier covered transaction with an entity or person who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

B. SUBRECIPIENT shall provide immediate written notice to COUNTY if at any time during the term of this Agreement SUBRECIPIENT learns that the representations it makes above were erroneous when made or have become erroneous by reason of changed circumstances

C. SUBRECIPIENT shall include a clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and similar in nature to this Paragraph Nineteen (19) in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

D. SUBRECIPIENT shall, prior to soliciting or purchasing goods and services in excess of \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and debarment status at <https://sam.gov/SAM/>.

E. The certification in Paragraph Nineteen (19) of this Agreement is a material representation of fact upon which COUNTY relied in entering into this Agreement.

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1           20.    GRIEVANCES

2           SUBRECIPIENT shall establish procedures for handling client complaints and/or grievances.

3           21.    PROHIBITION ON PUBLICITY

4           None of the funds, materials, property or services provided directly or indirectly under this  
5 Agreement shall be used for SUBRECIPIENT's advertising, fundraising, or publicity (i.e., purchasing of  
6 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the  
7 above, publicity of the services described in Paragraph One (1) of this Agreement shall be allowed as  
8 necessary to raise public awareness about the availability of such specific services when approved in  
9 advance by the Director or designee and at a cost as provided by SUBRECIPIENT in writing for such  
10 items as written/printed materials, the use of media (i.e., radio, television, newspapers) and any other  
11 related expense(s).

12          22.    LOBBYING AND POLITICAL ACTIVITY

13          None of the funds provided under this Agreement shall be used for publicity, lobbying or  
14 propaganda purposes designed to support or defeat legislation pending in the Congress of the United  
15 States of America or the Legislature of the State of California.

16          SUBRECIPIENT shall not directly or indirectly use any of the funds under this Agreement for any  
17 political activity or to further the election or defeat of any candidate for public office.

18          23.    STATE ENERGY CONSERVATION

19          SUBRECIPIENTS must comply with the mandatory standard and policies relating to energy  
20 efficiency which are contained in the State Energy Conservation Plan issued in compliance with 42  
21 United States (US) Code sections 6321, et. Seq.

22          24.    FRATERNIZATION

23          SUBRECIPIENT shall establish procedures addressing fraternization between  
24 SUBRECIPIENT'S staff and clients. Such procedures will include provisions for informing  
25 SUBRECIPIENT'S staff and clients regarding fraternization guidelines.

26          25.    INTERPRETATION OF LAWS AND REGULATIONS

27          COUNTY reserves the right to make final interpretations or clarifications on issues relating to  
28 Federal and State laws and regulations, to ensure compliance.

26. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

SUBRECIPIENT, its officers, consultants, subrecipients, agents and employees shall comply with all applicable State, Federal and local laws, regulations, and executive orders, as well as Federal policies, procedures, and directives governing projects that utilize State and Federal Funds. This includes laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable or related to SUBRECIPIENT's services, the SUBRECIPIENT, its subrecipients, and all eligible activities.

SUBRECIPIENT shall be responsible for obtaining all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, implementation, operation, and maintenance of the activities. SUBRECIPIENT shall be responsible for observing and complying with any applicable federal, state, and local laws, rules, and regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. SUBRECIPIENT shall provide copies of permits and approvals to COUNTY upon request.

27. CHARITABLE CHOICE

SUBRECIPIENT may not discriminate in their program delivery against a client or potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Any specifically religious activity or service made available to individuals by the SUBRECIPIENT must be voluntary as well as separate in time and location from County funded activities and services. SUBRECIPIENT shall inform COUNTY as to whether they are faith-based. If SUBRECIPIENT identifies as faith-based, they must submit to DSS a copy of their policy on referring individuals to alternate services to SUBRECIPIENT and include a copy of this policy in their client admission forms. The policy must inform individuals that they may be referred to an alternative provider if they object to the religious nature of the program and include a notice to DSS. Adherence to this policy will be monitored during annual site reviews, and a review of client files. If SUBRECIPIENT identifies as faith-based, by July 1 of each year SUBRECIPIENT will be required to

1 report to DSS the number of individuals who requested referrals to alternate providers based on  
2 religious objection.

3 28. NO OBLIGATION BY FEDERAL GOVERNMENT

4 The Federal Government is not a party to this contract and is not subject to any obligations or  
5 liabilities to the non-Federal entity, SUBRECIPIENT, or any other party pertaining to any matter resulting  
6 from this Agreement.

7 29. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

8 SUBRECIPIENT acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False  
9 Claims and Statements) applies to SUBRECIPIENT's actions pertaining to this contract.

10 30. RECORDS

11 A. Record Establishment and Maintenance

12 SUBRECIPIENT shall establish and maintain records in accordance with those  
13 requirements prescribed by COUNTY, with respect to all matters covered by this Agreement.

14 SUBRECIPIENT shall retain all fiscal books, account records and client files for services performed  
15 under this Agreement for at least five (5) years from date of final payment under this Agreement or until  
16 all State and Federal audits are completed for that fiscal year, whichever is later.

17 B. Cost Documentation

18 1) SUBRECIPIENT shall submit to COUNTY within ten (10) calendar days  
19 following the end of each month, all fiscal and program reports for that month. SUBRECIPIENT shall  
20 also furnish to COUNTY such statements, records, data and information as COUNTY may request  
21 pertaining to matters covered by this Agreement. In the event that SUBRECIPIENT fails to provide  
22 reports as provided herein, it shall be deemed sufficient cause for COUNTY to withhold payments until  
23 compliance is established.

24 2) All costs shall be supported by properly executed payrolls, time records,  
25 invoices, vouchers, orders, or any other accounting documents pertaining in whole or in part to this  
26 Agreement and they shall be clearly identified and readily accessible. The support documentation must  
27 indicate the line budget account number to which the cost is charged.

28 3) COUNTY shall notify SUBRECIPIENT in writing within thirty (30) days of any

1 potential State or Federal audit exception discovered during an examination. Where findings indicate  
2 that program requirements are not being met and State or Federal participation in this program may be  
3 imperiled in the event that corrections are not accomplished by SUBRECIPIENT within thirty (30) days  
4 of receipt of such notice from COUNTY, written notification thereof shall constitute COUNTY'S intent to  
5 terminate this Agreement.

6 C. Service Documentation

7 SUBRECIPIENT agrees to maintain records to verify services under this Agreement  
8 including names and addresses of clients served, if applicable, and the dates of service and a  
9 description of services provided on each occasion. These records and any other documents pertaining  
10 in whole or in part to this Agreement shall be clearly identified and readily accessible.

11 31. PUBLIC RECORDS

12 The COUNTY is not limited in any manner with respect to its public disclosure of this  
13 Agreement or any record or data that the SUBRECIPIENT may provide to the COUNTY. The  
14 COUNTY's public disclosure of this Agreement or any record or data that the SUBRECIPIENT may  
15 provide to the COUNTY may include but is not limited to the following:

16 A. The COUNTY may voluntarily, or upon request by any member of the public or  
17 governmental agency, disclose this Agreement to the public or such governmental agency.

18 B. The COUNTY may voluntarily, or upon request by any member of the public or  
19 governmental agency, disclose to the public or such governmental agency any record or data that the  
20 SUBRECIPIENT may provide to the COUNTY, unless such disclosure is prohibited by court order.

21 C. This Agreement, and any record or data that the CONTRACTOR may provide to  
22 the COUNTY, is subject to public disclosure under the Ralph M. Brown Act (California Government  
23 Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

24 D. This Agreement, and any record or data that the SUBRECIPIENT may provide to  
25 the COUNTY, is subject to public disclosure as a public record under the California Public Records Act  
26 (California Government Code, Title 1, Division 7, Chapter 3.5, beginning with section 6250) ("CPRA").

27 ///

28 ///

1           E.       This Agreement, and any record or data that the SUBRECIPIENT may provide to  
2 the COUNTY, is subject to public disclosure as information concerning the conduct of the people's  
3 business of the State of California under California Constitution, Article 1, section 3, subdivision (b).  
4 Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or  
5 data that the SUBRECIPIENT may provide to the COUNTY shall be disregarded and have no effect on  
6 the COUNTY's right or duty to disclose to the public or governmental agency any such record or data.

7           32.    SINGLE AUDIT CLAUSE

8           If SUBRECIPIENT expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more  
9 in Federal and Federal flow-through monies annually, SUBRECIPIENT agrees to conduct an annual  
10 audit in accordance with the requirements of the Single Audit Standards as set forth in Office of  
11 Management and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200. SUBRECIPIENT  
12 shall submit said audit and management letter to COUNTY. The audit must include a statement of  
13 findings or a statement that there were no findings. If there were negative findings, SUBRECIPIENT  
14 must include a corrective action signed by an authorized individual. SUBRECIPIENT agrees to take  
15 action to correct any material non-compliance or weakness found as a result of such audit. Such audit  
16 shall be delivered to COUNTY's DSS, Administration, for review within nine (9) months of the end of any  
17 fiscal year in which funds were expended and/or received for the program. Failure to perform the  
18 requisite audit functions as required by this Agreement may result in COUNTY performing the necessary  
19 audit tasks, or at COUNTY's option, contracting with a public accountant to perform said audit, or may  
20 result in the inability of COUNTY to enter into future agreements with SUBRECIPIENT. All audit costs  
21 related to this Agreement are the sole responsibility of SUBRECIPIENT.

22           A.       A single audit report is not applicable if all SUBRECIPIENT's Federal contracts do  
23 not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or SUBRECIPIENT's  
24 funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must be  
25 performed and a program audit report with management letter shall be submitted by SUBRECIPIENT to  
26 COUNTY as a minimum requirement to attest to SUBRECIPIENT's solvency. Said audit report shall be  
27 delivered to COUNTY's DSS, Administration, for review no later than nine (9) months after the close of  
28 the fiscal year in which the funds supplied through this Agreement are expended. Failure to comply with

1 this Act may result in COUNTY performing the necessary audit tasks or contracting with a qualified  
2 accountant to perform said audit. All audit costs related to this Agreement are the sole responsibility of  
3 SUBRECIPIENT who agrees to take corrective action to eliminate any material noncompliance or  
4 weakness found as a result of such audit. Audit work performed by COUNTY under this paragraph shall  
5 be billed to the SUBRECIPIENT at COUNTY cost, as determined by COUNTY's Auditor-  
6 Controller/Treasurer-Tax Collector.

7 B. SUBRECIPIENT shall make available all records and accounts for inspection by  
8 COUNTY, the State of California, if applicable, the Comptroller General of the United States, the Federal  
9 Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a period of at  
10 least three (3) years following final payment under this Agreement or the closure of all other pending  
11 matters, whichever is later.

12 33. AUDITS AND INSPECTIONS

13 The SUBRECIPIENT shall at any time during business hours, and as often as the COUNTY may  
14 deem necessary, make available to the COUNTY for examination all of its records and data with respect  
15 to the matters covered by this Agreement, excluding attorney-client privileged communications. The  
16 SUBRECIPIENT shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of  
17 such records and data necessary to ensure SUBRECIPIENT'S compliance with the terms of this  
18 Agreement.

19 If this Agreement exceeds ten thousand dollars (\$10,000.00), SUBRECIPIENT shall be subject  
20 to the examination and audit of the Auditor General for a period of three (3) years after final payment  
21 under contract (California Government Code Section 8546.7). This section survives the termination of  
22 this Agreement.

23 In addition, SUBRECIPIENT shall cooperate and participate with COUNTY's fiscal review  
24 process and comply with all final determinations rendered by the COUNTY's fiscal review process. If  
25 COUNTY reaches an adverse decision regarding SUBRECIPIENT's services to consumers, it may  
26 result in the disallowance of payment for services rendered; or in additional controls to the delivery of  
27 services, or in the termination of this Agreement, at the discretion of COUNTY's DSS Director or  
28 designee. If as a result of COUNTY's fiscal review process a disallowance is discovered due to

1 SUBRECIPIENT's deficiency, SUBRECIPIENT shall be financially liable for the amount previously paid  
2 by COUNTY to SUBRECIPIENT and this disallowance will be adjusted from SUBRECIPIENT's future  
3 payments, at the discretion of COUNTY's DSS Director or designee. In addition, COUNTY shall have  
4 the sole discretion in the determination of fiscal review outcomes, decisions, and actions.

5 34. CHILD SUPPORT COMPLIANCE ACT

6 If this Agreement includes State funding in excess of \$100,000, the SUBRECIPIENT  
7 acknowledges in accordance with Public Contract Code 7110, that:

8 A. SUBRECIPIENT recognizes the importance of child and family support  
9 obligations and shall fully comply with all applicable state and federal laws relating to child and family  
10 support enforcement, including, but not limited to, disclosure of information and compliance with  
11 earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of  
12 Division 9 of the Family Code; and

13 B. SUBRECIPIENT to the best of its knowledge is fully complying with the earnings  
14 assignment orders of all employees and is providing the names of all new employees to the New Hire  
15 Registry maintained by the California Employment Development Department.

16 35. PRIORITY HIRING CONSIDERATIONS

17 If this Agreement includes State funding and services in excess of \$200,000, SUBRECIPIENT  
18 shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified  
19 recipients of aid under Welfare and Institutions Code Section 11200, in accordance with Public Contract  
20 Code Section 10353.

21 36. SUBRECIPIENT'S NAME CHANGE

22 An amendment, assignment, or new agreement is required to change the name of  
23 SUBRECIPIENT as listed on this Agreement. Upon receipt of legal documentation of the name change  
24 COUNTY will process the agreement. Payment of invoices presented with a new name cannot be paid  
25 prior to approval of said agreement.

26 37. PROPERTY OF COUNTY

27 Any use of COUNTY funds provided under this Agreement, as specified in Exhibit B, for the  
28 purchase of computer hardware, software, and printers must be approved by COUNTY prior to

purchase and must meet COUNTY specifications. SUBRECIPIENT agrees to take reasonable and prudent steps to ensure the security of any and all said hardware and software provided to it by COUNTY under this Agreement, and to maintain replacement-value insurance coverages on said hardware and software approved by COUNTY.

In addition, all purchases over Five Thousand and No/100 Dollars (\$5,000.00) made during the life of this Agreement shall be identified as fixed assets with an assigned COUNTY Accounting Inventory Number. These fixed assets shall be retained by COUNTY, as COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement. The SUBRECIPIENT agrees to participate in an annual inventory of all COUNTY fixed assets and shall be physically present when fixed assets are returned to COUNTY possession at the termination or expiration of this Agreement. SUBRECIPIENT is responsible for returning to COUNTY all COUNTY owned fixed assets upon the expiration or termination of this Agreement.

38. PUBLIC INFORMATION

SUBRECIPIENT shall disclose COUNTY as a funding source in all public information and program materials developed in support of contracted services.

39. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

Director, County of Fresno  
Department of Social Services  
205 W. Pontiac Way  
Clovis, CA 93612

SUBRECIPIENT

Chief Operating Officer  
WestCare California, Inc.  
1900 N. Gateway Blvd. Ste. 100  
Fresno, CA 93727

All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, or by an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY

business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY's business hours, then such delivery is deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

40. CHANGE OF LEADERSHIP/MANAGEMENT

In the event of any change in the status of SUBRECIPIENT's leadership or management, SUBRECIPIENT shall provide written notice to COUNTY within thirty (30) days from the date of change. Such notification shall include any new leader or manager's name and address. "Leadership or management" shall include any employee, member, or owner of SUBRECIPIENT who either a) directs individuals providing services pursuant to this Agreement, b) exercises control over the manner in which services are provided, or c) has authority over SUBRECIPIENT's finances.

41. NO THIRD PARY BENEFICIARIES

This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.

42. AUTHORIZED SIGNATURE

SUBRECIPIENT represents and warrants to COUNTY that:

(A) SUBRECIPIENT is duly authorized and empowered to sign and perform its obligations under this Agreement.

(B) The individual signing this Agreement on behalf of SUBRECIPIENT is duly authorized to do so and his or her signature on this Agreement legally binds SUBRECIPIENT to the terms of this Agreement.

1           43.    ELECTRONIC SIGNATURE

2           The parties agree that this Agreement may be executed by electronic signature as provided in  
3 this section. An “electronic signature” means any symbol or process intended by an individual signing  
4 this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed  
5 version of an original handwritten signature; or (3) an electronically scanned and transmitted (for  
6 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to  
7 this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing  
8 this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or  
9 judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of  
10 that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5,  
11 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,  
12 beginning with section 1633.1). Each party using a digital signature represents that it has undertaken  
13 and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)  
14 through (5), and agrees that each other party may rely upon that representation. This Agreement is not  
15 conditioned upon the parties conducting the transactions under it by electronic means and either party  
16 may sign this Agreement with an original handwritten signature.

17           44.    COUNTERPARTS

18           This Agreement may be signed in counterparts, each of which is an original, and all of which  
19 together constitute this Agreement.

20           45.    GOVERNING LAW, JURISDICTION, AND VENUE

21           The laws of the State of California govern all matters arising from or related to this Agreement.  
22 This Agreement is signed and performed in Fresno County, California. SUBRECIPIENT consents to  
23 California jurisdiction for actions arising from or related to this Agreement, and, subject to the  
24 Government Claims Act, all such actions must be brought and maintained in Fresno County.

25           46.    NO WAIVER

26           Payment, waiver, or discharge by COUNTY of any liability or obligation of SUBRECIPIENT  
27 under this Agreement on any one or more occasions is not a waiver of performance of any continuing or  
28 other obligation of SUBRECIPIENT and does not prohibit enforcement by COUNTY of any obligation on

any other occasion.

47. DISPUTES

In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. During this time, the parties will continue meeting their contract responsibilities. If the parties do not reach such solution within a period of 60 days, then the parties may take whatever action is available to them by law.

48. SEVERABILITY

If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties' original intent.

49. CONSTRUCTION

The final form of this Agreement is the result of the parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.

50. DAYS

Unless otherwise specified, "days" means calendar days.

51. ENTIRE AGREEMENT

This Agreement, including its exhibits, constitutes the entire agreement between the SUBRECIPIENT and COUNTY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

1 The parties are executing this Agreement on the date stated in the introductory clause.

2 **SUBRECIPIENT:**

**COUNTY OF FRESNO:**

3 **WESTCARE CALIFORNIA, INC.**

4  
5 By: Shawn L. Jenkins

Sal Quintero  
Sal Quintero, Chairman of the  
Board of Supervisors of the County of Fresno

6  
7 Print Name: Shawn Jenkins

8 Title: COO  
Chairman of the Board, or  
President, or any Vice President

9  
10 Attesting only to the authority  
of the COO to execute pursuant  
to Resolution WCCA 2023-02

ATTEST:  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

11 By: Jim Hanna 11/03/2023  
ucmc

12  
13 Print Name: Jim Hanna

By: Hanna  
Deputy

14 Title: Corporate Secretary  
Secretary (of Corporation), or  
any Assistant Secretary, or  
Chief Financial Officer, or  
any Assistant Treasurer

15  
16  
17  
18  
19 Mailing Address:  
20 1900 N. Gateway Blvd. Ste. 100  
21 Fresno, CA 93727  
22 Contact: Chief Operating Officer  
Phone No: 559-251-4800

23 FOR ACCOUNTING USE ONLY:  
24 Fund/Subclass: 0001/10000  
25 ORG No.: 56107001  
Account No.: 7870

26 SB:jw  
27  
28

## SUMMARY OF SERVICES

Organization:	WestCare California, Inc.
Address:	P.O.Box 12107 Fresno, CA 93776
Telephone:	(559) 251-4800
Contact:	Shawn Jenkins, Senior Vice President
Email:	Shawn.Jenkins@WestCare.com
Contract:	Housing and Disability Advocacy Program

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### 1. Summary of Services

The Housing and Disability Advocacy Program (HDAP) assists disabled individuals who are experiencing homelessness with applying for disability benefit programs, while also providing housing assistance for them and their household. WestCare, California Inc. (WestCare) shall provide HDAP services, including but not limited to: disability income benefits advocacy; housing-based case management; outreach; intake and assessment; care coordination for physical and mental health services; client transportation; post-exit follow-up client contacts; ensure clients receive financial assistance for temporary housing, permanent housing, utilities, storage, limited household expenses, and client-caused damages; and refer clients to other supportive services (e.g. legal aid, substance abuse counseling).

The services provided shall adhere to relevant requirements associated with the program's funding sources, including:

- Adhering to Housing First principles as described in the California Welfare & Institutions Code (W&IC) section 8255.
- Following the requirements within the Housing and Disability Advocacy Program legislation (W&IC sections 18999 *et seq.*) and guidance provided via California Department of Social Services (CDSS) All County Letters.
- Should the County use HUD-ESG or other grant funds in this agreement, the County will notify WestCare prior to the use of funds, and WestCare will be required to adhere to the requirements of the funds.

WestCare shall ensure HDAP staff are informed of all relevant program requirements, staff maintain documentation of meeting regulatory requirements, and that reimbursement is requested for only eligible expenses and services.

Changes to the State HDAP regulations that do not have impacts on staffing expenses or require an increase in maximum compensation shall be incorporated into WestCare's HDAP service delivery practices within a timeframe mutually acceptable to both WestCare and the County's Department of Social Services (DSS).

### 2. TARGET POPULATION

The highest priority shall be given to (1) chronically homeless households or (2) households with a disabled individual who are homeless and rely most heavily on government-funded services. WestCare and the County's Department of Social Services (DSS) shall periodically assess the local need and work in collaboration with the Fresno Madera Continuum of Care (FMCoC) Coordinated Entry System to ensure clients with the highest needs are given the

highest priority and are able to access HDAP services. WestCare and DSS shall mutually develop a prioritization process to use when admitting prospective clients into HDAP.

Eligible subpopulations that may be targeted for outreach include, but are not limited to, homeless individuals or families with disabilities who are: General Relief applicants or recipients; CalWORKs recipients; CalFresh recipients; low-income veterans; or low-income individuals who had experienced homelessness prior to entering an institution, who are being discharged or can be diverted from jail, prison, the hospital, a long-term care facility, or a rehabilitation facility.

### **3. STAFFING LEVELS**

WestCare shall provide sufficient staff to achieve the program outcomes and resolve staffing vacancies in a timely manner. Staff shall be trained on program requirements, HMIS, and how to employ evidence-based practices for client engagement, including but not limited to: motivational interviewing, trauma-informed care, and client-centered case planning.

The current staffing pattern is: Advocate (3.0 FTE), Case Manager (5.0 FTE), Director of Housing (.15 FTE), Program Manager (1.0 FTE), Q.C. Manager (1.0 FTE). These FTE may be adjusted by mutual agreement, with prior approval of the County, based on the needs of the program.

### **4. CORE HDAP SERVICES**

#### ***A. Alterations to Business Practices Described in This Section***

By mutual agreement and with prior approval of the County, WestCare and DSS may adjust any business practice described in this Core HDAP Services section based on program need, so long as the revised policies do not conflict with State requirements or obligations to Federal funding sources. No change in business practice made in accordance with this subsection shall entitle WestCare to additional compensation, unless ratified through an Amendment to this Agreement.

#### ***B. Collaborate & Communicate with DSS, FMCoC, & Community Partners***

WestCare shall create and/or maintain partnerships within the FMCoC and with other community partners to ensure HDAP participants have access to a broad range of supportive services enabling long-term housing stability and access to supports for mental and physical health.

WestCare shall acknowledge and respond to inquiries from DSS or client landlords within two business days. WestCare should acknowledge and respond to inquiries relating to HDAP participants from other FMCoC community partners within three business days. This does not obligate WestCare to identify a solution or produce a report within these timeframes, but communication should be frequent and responsive until each individual matter is resolved.

#### ***C. Verify Minimum Client Eligibility Requirements***

WestCare shall verify and document that households accepted for HDAP services shall have at least one individual who satisfies all four conditions below.

1. The person is unable to engage in any substantial gainful activity because of a medically determinable physical or mental impairment that is expected to result in death, or that has lasted or is expected to last for a continuous period of at least 12 months. Guidance on substantial gainful activity and examples of physical and mental impairments are contained in the Social Security Administration's [Blue Book](#).
2. The person is not receiving any disability benefits (most common), is not receiving the full disability benefits for which the person is entitled or is at risk of losing existing disability benefits due to difficulties in completing the disability redetermination process.
3. The person has been verified to be chronically homeless or homeless, as defined by HUD in 24 CFR section 91.5, or is about to be exited from an institution into homelessness.
4. The person's household meets the low-income criteria under HUD definitions for the fiscal year in which the person was assessed.

#### ***D. Outreach***

WestCare shall employ active outreach practices, including establishing and utilizing partnerships with local homeless outreach teams to seek out and engage with vulnerable individuals experiencing homelessness in the community, focusing on those individuals with the severest needs. Outreach activities may be conducted by HDAP staff or may be achieved through collaboration with other community-based organizations. In addition to identifying HDAP clients in unserved homeless populations, WestCare may also analyze data describing known homeless individuals and invite clients into the program based on severity of need. Outreach to HDAP-eligible populations is a required component of HDAP and WestCare must ensure and document its occurrence.

#### ***E. Referral, Intake, Assessment, & Prioritization***

WestCare shall accept referrals for HDAP from the Fresno Madera Continuum of Care (FMCoC) Coordinated Entry System (CES). Both the referring entity and the prospective client will be contacted by WestCare within 3 business days and assessment of the prospective client shall occur within 5 business days (unless the client is incapacitated by injury or incarceration, or requests a later assessment date).

If WestCare staff have difficulty connecting with the referred client, staff shall promptly inform the referring entity of the difficulty and enlist FMCoC resources to connect with the referred client. Once connected, WestCare shall obtain or perform assessments to determine and prioritize the client's suitability for HDAP services. Assessments may include, but are not limited to: the VI-SPDAT, the full SPDAT, and SAMHSA's SOAR criteria. No single assessment score shall be utilized to determine acceptance into HDAP.

Instead, WestCare and DSS shall jointly create and adopt a program rubric to standardize the prioritization process for accepting clients into the program. Factors for consideration shall include, but are not limited to: assessment scores, duration of homelessness, income, severity of medical issues, diagnosis of fatal condition, age, and client's ability to self-resolve issues.

Referrals for clients who do not meet the four minimum eligibility criteria shall be considered denied. Referrals for assessed clients who meet the four minimum eligibility criteria, but who are not accepted into HDAP due to prioritization or insufficient program capacity, shall be considered deferred and the client shall be placed on a waiting list. The list shall be ranked by severity of need, not assessment date. Clients exited due to loss of contact or institutionalization

shall be placed at the top of the waiting list. The waiting list may be purged of clients with assessment dates (referred clients) or last-contact dates (exited clients) older than two years.

WestCare shall document all denial and deferral reasons for clients not admitted into HDAP and reconnect the clients back to the appropriate person within the CES. All clients not accepted into HDAP shall be informed of their status and options both verbally and in writing.

In accordance with Housing First principles, WestCare shall ensure HDAP participants may enter the program with their possessions, partners, and pets. WestCare staff shall adhere to all components of the Housing First principles referenced on the first page of this document.

WestCare shall ensure clients prioritized into HDAP meet the income requirements for the program funding their housing assistance. Housing assistance funds may include ESG which require the recipient to meet 30% and 50% of the Area Median Income, in accordance with their program regulations referenced on the first page of this document.

## ***F. Disability Income Advocacy***

### **Responsibilities of Disability Income Advocates**

WestCare Disability Income Advocates shall develop an Individualized Service Plan for each client and assist the client in applying for the following programs or income sources, as appropriate to each client's situation:

- Supplemental Security Income (SSI) / State Supplementary Program for the Aged, Blind, and Disabled (SSP)
- Federal Social Security Disability Insurance (SSDI)
- Cash Assistance Program for Immigrants (CAPI)
- Veterans' Benefits (in conjunction with a Veterans Affairs accredited representative)
- Medi-Cal, CalFresh, General Relief, or other assistance programs
- Retirement and survivors' benefits
- Any other Federal or State benefits programs not identified above that an individual may be eligible to receive.

Disability income advocacy includes completion of the entire disability benefit application. Advocacy services shall include, but are not limited to:

- Obtaining all relevant documentation from hospitals, medical centers, county offices, physicians, clinics, employers, case managers, and others to meet the necessary burden of proof for a client's disability or eligibility for income.
- Including a summary of findings that points specifically to the evidence in the medical records, as well as other supporting materials.
- Developing and filing completely prepared documents for applications, appeals, reconsiderations, reinstatements, and recertifications.
- Coordinating with Federal, State, and County offices for pending applications, appeals, reconsiderations, reinstatements, and recertifications.
- Advocating on behalf of the HDAP participants.
- Using the SSI/SSDI Outreach, Access, and Recovery (SOAR) model, or a model that includes SOAR-like principles to complete applications.

- Ensuring that disability applications are submitted with as much evidence as possible so that the applicant has the best chance of being awarded at the initial application phase and avoids a long wait time for an appeal hearing.\
- Continuing services until a final decision has been made on a client's disability claim. If a claim is denied, the Advocate shall continue with the reconsideration and appeals process.
- Working closely with other HDAP Team members and DSS partner agencies to provide a smooth and consistent experience for the client.

Consistent with State guidance, WestCare shall continue to pursue an open line of communication with the local Social Security Administration (SSA) offices with the goal of securing a dedicated SSA Analyst to process applications for homeless clients.

### **Administrative Law Judge (ALJ) Stage**

When clients reach the ALJ stage of the disability benefits application, the Disability Income Advocate may connect the client with qualified legal representation provided by experienced disability benefit attorneys (at no cost to the HDAP participant).

WestCare and DSS shall develop connections and resources in the community for clients needing support at the ALJ stage. Use of HDAP funds for a client's disability legal aid is permissible.

### **Quality Assurance Review**

In accordance with State guidance, WestCare shall ensure all applications completed by an Advocate receive a secondary review from a different staff member prior to submission, to ensure quality and completeness.

## ***G. Housing-Based Case Management***

### **Responsibilities of Housing-Based Case Managers**

Housing-based case management is a required component of HDAP. Housing services shall be available to participants for the entire length of program enrollment, from date of program entry to date of exit. WestCare Housing-Based Case Managers shall ensure all clients who desire to be housed are housed and shall ensure each client stabilizes their housing situation and is able to maintain the obligations of tenancy.

Upon entry to HDAP, participants shall be assigned to a Housing-Based Case Manager who will immediately help the client secure temporary housing and arrange for transportation of the client and their possessions to the temporary facility. Within 30 days, the Housing-Based Case Manager shall work with the client to create an Individualized Service Plan consistent with the Housing First philosophy and following evidence-based practices. The plan shall include both short-term and long-term goals and should be considered a living document with updates made as the client makes progress. Short term goals for the client should be achievable in 1-2 weeks. All services shall be offered on a voluntary basis and not contingent upon participation in services.

Case management shall include providing access to wraparound services for individual clients and their households to ensure their successful transition to independent living (or entry into a Permanent Supportive Housing program). It shall also include arranging, coordinating, monitoring, and delivering services necessary to meet the client's housing needs and attain housing stability.

Once a client is housed, the Housing-Based Case Manager shall work with the client to maintain their residence and increase stability in their economic situation, social abilities, mental health, and physical health. This may include linkages to programs for literacy, vocational training, education (GED, community college), and job readiness skills (interpersonal and interview skills, resume preparation, job search assistance). The Housing-Based Case Manager shall also provide life skills coaching in the areas of interpersonal communication, conflict resolution, money management, hygiene, meal preparation, nutrition, and other skills necessary for client stability.

### **Housing Navigation**

WestCare shall provide HDAP participants with housing navigation assistance to support them in finding safe and decent housing that is affordable and sustainable long-term. This obligation may be fulfilled by HDAP staff or through a partnership with a partner agency or with other WestCare staff. At all times, the Housing-Based Case Manager must be aware of the client's housing situation and progress through the housing navigation process. The Case Manager shall take appropriate and timely actions to ensure a smooth, timely, and successful housing experience for the client.

### **Temporary Housing**

Use of motels for emergency shelter is to occur only when no other shelter is available or appropriate. WestCare shall utilize temporary housing resources such as Triage, Bridge, and recuperative care facilities.

### **Permanent Housing**

WestCare shall utilize a variety of appropriate permanent housing solutions to ensure client stability, including but not limited to: Permanent Supportive Housing, independent living facilities, board and care facilities, individual apartments, master leasing, other shared housing, and reunification with family or friends. HDAP funds may be used to modify units to accommodate accessibility needs and make the units ADA compliant, with prior approval of DSS.

### **Housing Affordability & Sustainability**

The goal for clients is obtaining permanent housing that becomes and remains sustainable for a minimum of 24 months after program exit. The HDAP Case Manager shall ensure that all HDAP clients are placed in permanent housing situations that are appropriate for the client's ability to provide self-care and will be financially sustainable following the client's receipt of disability income benefits.

#### ***H. Managing Financial Assistance for Housing***

WestCare staff shall work with DSS and DSS partner agencies to coordinate, identify, and provide housing for all HDAP participants from day of program entry to date of exit. Funding for

housing will be provided through this agreement or DSS partner arrangements. WestCare may be requested to provide rental assistance payments to landlords and seek reimbursement from DSS or DSS partner agencies.

Financial assistance for housing must be spent in accordance with the applicable regulations and contractual obligations for the funding source being utilized. Accurate documentation of expenditures is expected and WestCare shall ensure costs incurred are non-duplicative, reasonable, allowable, and necessary. Allowable expenditures may vary by funding source, but generally include: rent, rental deposits, utilities, utility deposits, and storage. HDAP funding may be used for limited household furniture and expenses, as well as client-caused damages in excess of the client's deposit.

It is understood by WestCare and DSS that use of HDAP funds for motel vouchers is permitted, but use of motel bed nights shall be limited to extreme circumstances (including medical reasons), justified in writing, and not last longer than necessary.

#### ***I. Landlord Mitigation & Tenant Disputes***

WestCare staff shall engage landlords and clients to resolve landlord/client disputes, making use of mitigation funds as needed for negligence or damages not covered by the client's deposit. Housing-based case management shall then intensify and identify sufficient supports to assist the client in adhering to lease requirements without further cause to use mitigation funds. All efforts shall be made to keep the client housed prior to changing the client's permanent housing placement. WestCare staff shall support clients' acquisition of cohabitation skills.

#### ***J. Care Coordination & Access to Appropriate Physical and Mental Health Services***

WestCare staff shall ensure HDAP participants have timely and meaningful access to appropriate physical and mental health services. If clients are not connected to the necessary health care providers, HDAP staff will encourage the client to seek treatment for their condition and will assist the client in selecting an appropriate provider. WestCare staff shall ensure all clients are assisted with transportation to appointments, daily living skills development, and motivational encouragement to participate in treatment. WestCare staff shall work together to share knowledge of each client's needs, strategize supports and interventions, and provide supportive services.

Consistent with case management best practices, WestCare staff shall meet weekly to briefly discuss the status of each HDAP client, including the client's housing situation, mental and physical health status, and progress towards identified goals. Clients with no week-to-week progress should be identified and offered additional supportive services.

#### ***K. Client Transportation***

WestCare staff shall ensure clients have appropriate transportation to medical appointments, food, laundry facilities, and other relevant locations pertaining to achieving disability income and housing stability. WestCare staff shall consider the client's ability, resources, and the importance of the appointment when determining whether the client may be provided bus token or whether additional transportation assistance is needed.

#### ***L. Transition Planning***

HDAP staff shall begin transition planning for clients upon their entry into HDAP, adjusting the transition plan as the client progresses through the program. Supportive services needed for the client to live as independently as possible should be put in place quickly. As soon as HDAP staff determine a disability income application is likely to receive a final denial, the staff shall begin preparing the client to exit the program and update the transition plan accordingly. Transition plan components may include, but are not limited to: connecting the client with a different housing program and referring the client for workforce development services to potentially gain income through employment. Clients who independently decide not to pursue their application for disability benefits shall also receive assistance in preparing a transition plan.

#### ***M. Supportive Services Following Acquisition of Disability Benefits***

WestCare shall provide clients approved for benefits with case management, appropriate housing financial assistance, linkages, and access to all HDAP program resources until they are exited from the program. Clients with benefits shall not be exited from the program until they are in sustainable permanent housing and have demonstrated their ability to independently maintain housing for several months. WestCare and DSS shall jointly develop additional uniform guidelines for services provided after the acquisition of disability income benefits.

#### ***N. Post-Exit Follow-Up Client Contacts***

WestCare shall inform clients prior to exit that they will be contacted at 6 and 12 months after exit for several follow-up questions about their current housing status. Unless subsequently absolved of this responsibility by a future statewide solution to collecting post-exit client data, WestCare staff shall be responsible for attempting contact through both phone and in-person visits and reporting the results to DSS upon request.

### **5. CLIENT COMPLAINTS**

WestCare shall have a formal process for HDAP clients to make written complaints about HDAP services provided by WestCare or DSS partner agencies. WestCare staff may assist the client in writing their complaint upon client request. Records of complaints and resolutions shall be maintained and shall be open to review by the DSS Analyst.

### **6. EXITING CLIENTS**

Although there is a maximum length of time a client can receive certain Federal funds for housing, there is no maximum length of time clients may participate in HDAP.

- *With Disability Benefits & Stable Housing:* Clients may be exited from HDAP once they have demonstrated the ability to maintain payments for housing, utilities, and food; the client is able to independently access mental and physical health care services or has been connected with a service provider to facilitate access; and the HDAP team is confident the client should be able to maintain their housing for a minimum of 24 months post-exit.

- *Without Benefits (ALJ Denial)*: Clients who receive a final denial at the ALJ stage shall be exited from HDAP, ideally to another housing program, within 90 days. If clients cannot transition to another housing program, they shall be referred to Coordinated Entry.
- *To Other Homeless Programs*: Clients may be exited immediately to other homeless services programs at the request of the client.
- *Exit by Client Choice*: Clients may choose to stop participating in HDAP at any time; the official exit should occur after one month following the client's request and after offers to reenter the program have been made.
- *Disengaged & Missing*: Clients who cannot be located or contacted for a period in excess of 6 weeks may be exited from the program. These exited clients shall be placed at the top of the program's waitlist using the last date of contact and may receive priority re-engagement in services if they resurface within two years.
- *Extreme Behavior*: Clients who repeatedly endanger HDAP staff may be exited from HDAP if no alternative solutions (including telephone-only visits) or supportive services can be put in place to ensure the safety of staff. All efforts should be made to resolve concerns with client safety, including connecting the client with intensive mental health supports.
- *Long-Term Incarceration or Hospitalization*: Clients who have entered an institution and who are expected to remain there in excess of 90 days may be exited from HDAP. HDAP team shall follow best practices with regards to the client's possessions. Similar to disengaged and missing clients, clients exited for this reason shall be placed on the waitlist and may receive priority re-engagement if they return within two years.

## **7. DATA COLLECTION, SERVICE DOCUMENTATION, & REPORTING**

WestCare shall maintain complete and accurate documentation of client data, service dates, services provided, and program expenses. One or more HDAP staff shall be assigned the duty of ensuring compliance with this program requirement. WestCare shall provide complete and accurate monthly activity reports to DSS, in a report format approved by DSS, by no later than the 15th of each month. WestCare shall provide additional reports, in formats approved by DSS, relating to State reporting requirements and DSS Analyst inquiries on an as-needed basis. All reports and financial reimbursement requests presented to DSS shall be reviewed for accuracy prior to submission.

## **8. TRANSITION ASSISTANCE**

In the event that WestCare may end their involvement in HDAP, WestCare staff shall work with DSS and DSS partner agencies to ensure a smooth transition of clients, their records, and data relevant to State reporting requirements.

## **9. SUBRECIPIENT RESPONSIBILITIES**

- Provide services as described above.
- Achieve and maintain an active caseload of at least 75 HDAP households.
- WestCare shall provide annual Civil Rights training to their staff in the beginning of every calendar year and will provide relevant proof to the County of Fresno by April 1.
- Ensure that mental health and substance abuse treatment resources WestCare provides through other programs are available to eligible HDAP clients and ensure that clients are actively linked to appropriate supportive services.
- Track all disability benefits application data in the SOAR Online Application Tracking (OAT) database, or another data application approved by DSS.
- Enter all clients approved for HDAP into the FMCoC Homeless Management Information System (HMIS) project for HDAP.
- Ensure all required data is entered timely into the system(s) of record.
- Work with DSS to modify data entry practices, reports, business processes, or other program components as requested.
- Meet regularly with DSS and DSS partner agencies.

## **10. OUTCOMES**

WestCare shall meet the outcomes below. These outcomes may be adjusted by DSS.

- At least 60% of clients who entered the program shall enter permanent housing within 60 days of program entry.
  - Of those not placed in permanent housing within 60 days, 75% will be placed in permanent housing within 90 days of program entry.
- At least 50% of people who exit the program successfully will remain housed for at least 6 months following their exit from the program.
- At least 50% of individuals who entered the program shall have their SSI or CAPI application submitted within 100 days of program entry.
- A minimum of 15 unique individuals per fiscal year will be newly approved for disability benefits.
- A minimum of 4 unique individuals per fiscal year will be newly approved for disability benefits upon submission of the initial application.

## BUDGET SUMMARY

ORGANIZATION: WestCare California, Inc.

SERVICES: Housing & Disability Advocacy Program

BUDGET TERMS: December 12, 2023 to June 30, 2025  
July 1, 2025 to June 30, 2026 (Optional)

CONTRACT AMOUNTS: \$ 4,696,879 MAXIMUM COMPENSATION  
\$ 2,878,732 December 12, 2023 – June 30, 2025,  
\$ 1,818,147 July 01, 2025 – June 30, 2026

### ELIGIBLE EXPENSES FOR DECEMBER 12, 2023, to JUNE 30, 2025

Housing Assistance	AMOUNT
Emergency Shelter Motel Vouchers	
Rapid Rehousing Financial Assistance	
Rental Assistance	
Security Deposits	
Utility Assistance	
Utility Deposits	
Moving Costs	
Storage Costs	
Household Supplies & Furniture	
Landlord Mitigation	
	<b>\$1,421,194</b>
<b>Staffing &amp; Office Expenses</b>	
Disability Benefits Advocacy	
Housing-Based Case Management	
Direct Office Expenses	
	<b>\$1,269,210</b>
<b>Indirect Cost</b>	<b>\$ 188,328</b>
<b>TOTAL MAXIMUM COMPENSATION FOR TERM</b>	<b>\$ 2,878,732</b>

**ELIGIBLE EXPENSES FOR JULY 1, 2025 to  
JUNE 30, 2026**

<b>Housing Assistance</b>	<b>AMOUNT</b>
Emergency Shelter Motel Vouchers	
Rapid Rehousing Financial Assistance	
Rental Assistance	
Security Deposits	
Utility Assistance	
Utility Deposits	
Moving Costs	
Storage Costs	
Household Supplies & Furniture	
Landlord Mitigation	
	<b>\$ 897,596</b>
<b>Staffing &amp; Office Expenses</b>	
Disability Benefits Advocacy	
Housing-Based Case Management	
Direct Office Expenses	
	<b>\$ 801,606</b>
<b>Indirect Costs</b>	<b>\$ 118,945</b>
<b>TOTAL MAXIMUM COMPENSATION FOR TERM</b>	<b>\$ 1,818,147</b>