

**AMENDMENT IV TO AGREEMENT**

THIS AGREEMENT is made and entered into this 28th day of March, 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."

**WITNESSETH:**

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. 18-541, effective September 11, 2018; and Amendment I, identified as COUNTY Agreement No. 18-541-1, effective March 26, 2019; and Amendment II, identified as COUNTY Agreement No. 18-541-2, effective June 23, 2020; and Amendment III, identified as COUNTY Agreement No. 21-554, effective December 14, 2021 hereinafter referred to collectively as Agreement No. 18-541 for disability advocacy, housing-based case management, housing assistance, and related services for homeless and disabled individuals in Fresno County; and

WHEREAS, COUNTY, through its Department of Social Services (DSS) has received an additional allocation from the Budget Act of 2021 Senate Bill 129 (SB 129) in Housing and Disability Advocacy Program funds; and

WHEREAS, the COUNTY continues to have a significant population of homeless and disabled individuals in need of HDAP services, and the parties desire to amend the Agreement regarding changes as stated below.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. That the existing COUNTY Agreement No. 18-541, Page Two (2) Section Two (2) beginning with line Twenty-One (21), with the number "2" and ending on Line Twenty-Three (23) with the year "2020," be deleted and the following inserted in its place:

**"2. TERM**

The term of this Agreement shall commence on the 11th day of September, 2018, through and including the 31<sup>st</sup> day of August, 2023."

1           2.       That the existing COUNTY Agreement No. 18-541, Page Three (3), Section Four (4)  
2 beginning with Line Eighteen (18), with the number "4" and ending on Page Four (4), Line Sixteen (16) with  
3 the word "days," be deleted and the following inserted in its place:

4           **"4. COMPENSATION**

5                   For actual services provided as identified in the terms and conditions of this Agreement,  
6 including Revised Exhibit A-1, COUNTY agrees to pay SUBRECIPIENT and SUBRECIPIENT agrees to  
7 receive compensation in accordance with Revised Exhibit B-3, "Budget Summary," attached hereto and by  
8 this reference incorporated herein. Mandated travel shall be reimbursed based on actual expenditures and  
9 mileage reimbursement shall be at SUBRECIPIENT's adopted rate per mile, not to exceed the IRS  
10 published rate. Payment shall be made upon certification or other proof satisfactory to COUNTY's DSS that  
11 services have actually been performed by SUBRECIPIENT as specified in this Agreement.

12                   The maximum amount payable to SUBRECIPIENT for the period of September 11, 2018  
13 through June 30, 2020 shall not exceed Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000).  
14 The maximum amount payable to SUBRECIPIENT for the period of July 1, 2020 through June 30, 2021  
15 shall not exceed Five Hundred Ten Thousand One Hundred Two and No/100 Dollars (\$510,102). The  
16 maximum amount payable to SUBRECIPIENT for the period of July 1, 2021 through June August 31, 2023  
17 shall not exceed One Million Seven Hundred Five Thousand Nine Hundred Seventy-Eight and No/100  
18 Dollars (\$1,705,978).

19                   In no event shall the maximum contract amount for the services provided by the SUBRECIPIENT to  
20 COUNTY under the terms and conditions of the Agreement be in excess of Two Million Nine Hundred  
21 Sixty-Six Thousand and Eighty and No/100 Dollars (\$2,966,080). It is understood that all expenses  
22 incidental to SUBRECIPIENT's performance of services under this Agreement shall be borne by  
23 SUBRECIPIENT.

24                   Except as provided below regarding State payment delays, payments by COUNTY shall be  
25 in arrears, for services provided during the preceding month, within forty-five (45) days after receipt,  
26 verification, and approval of SUBRECIPIENT's invoices by COUNTY's DSS. If SUBRECIPIENT should fail  
27 to comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further  
28 compensation. All final claims and/or any final budget modification requests shall be submitted by

1 SUBRECIPIENT within sixty (60) days following the final month of service for which payment is claimed. No  
2 action shall be taken by COUNTY on claims submitted beyond the sixty (60) day closeout period. Any  
3 compensation which is not expended by SUBRECIPIENT pursuant to the terms and conditions of this  
4 Agreement shall automatically revert to COUNTY.

5           The services provided by SUBRECIPIENT under this Agreement are funded in whole or in  
6 part by the State of California. In the event that funding for these services is delayed by the State Controller,  
7 COUNTY may defer payment to SUBRECIPIENT. The amount of the deferred payment shall not exceed  
8 the amount of funding delayed by the State Controller to COUNTY. The period of time of the deferral by  
9 COUNTY shall not exceed the period of time of the State Controller's delay of payment to COUNTY plus  
10 forty-five (45) days."

11           3.       That all references in existing COUNTY Agreement No. 18-541 to Revised Exhibit B-2 shall  
12 be changed to read "Revised Exhibit B-3," which is attached hereto and incorporated herein by this  
13 reference.

14           4.       COUNTY and SUBRECIPIENT agree that this Amendment IV is sufficient to amend  
15 Agreement No. 18-541 and, that upon execution of this Amendment IV, the original Agreement,  
16 Amendment I, Amendment II, Amendment III, and this Amendment IV shall together be considered the  
17 Agreement.

18           The Parties agree that this Amendment IV may be executed by electronic signature as  
19 provided in this section.

20           A.       An "electronic signature" means any symbol or process intended by an individual  
21 signing this Amendment III to represent their signature, including but not limited to (1) a digital signature; (2)  
22 a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for  
23 example by PDF document) of a handwritten signature.

24           B.       Each electronic signature affixed or attached to this Amendment IV (1) is deemed  
25 equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes,  
26 including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the  
27 same force and effect as the valid original handwritten signature of that person.

28           C.       The provisions of this section satisfy the requirements of Civil Code section 1633.5,

1 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning  
2 with section 1633.1).

3 D. Each party using a digital signature represents that it has undertaken and satisfied  
4 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and  
5 agrees that each other party may rely upon that representation.

6 This Amendment IV is not conditioned upon the parties conducting the transactions under it  
7 by electronic means and either party may sign this Amendment IV with an original handwritten signature.

8 The Agreement, as hereby amended, is ratified, and continued. All provisions, terms,  
9 covenants, conditions, and promises contained in this Agreement not amended herein shall remain in full  
10 force and effect. This Amendment III shall become effective retroactively to March 1, 2023.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment IV to Agreement  
2 18-541 as of the day and year first hereinabove written.

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4 **SUBRECIPIENT:**  
5 **WESTCARE CALIFORNIA, INC.**

**COUNTY OF FRESNO**

6 By: Shawn L. Jenkins

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

7 Print Name: Shawn Jenkins

8 Title: COO

9 Attesting to the authority of the  
10 COO to execute amendment to  
11 Resolution WCCA 2023-02

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

12 By: [Signature] 03/07/2023  
WESTCARE

13 Print Name: Jim Hanna

By: Hanna  
Deputy

14 Title: Corporate Secretary

15  
16 Mailing Address:  
17 1900 N. Gateway Blvd., Ste. 100,  
18 Fresno, CA 93727  
19 Phone No: (559) 251-4800  
20 Contact: Senior Vice President

21 **FOR ACCOUNTING USE ONLY:**

22 ORG No.: 56107001  
23 ORG No.: 56107093  
24 Fund/Subclass: 0001/10000  
25 Account No.: 7870

26 DEN:XV  
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**BUDGET SUMMARY**

ORGANIZATION:	WestCare California, Inc.	
SERVICES:	Housing & Disability Advocacy Program	
BUDGET TERMS:	September 11, 2018 to June 30, 2020 (Years 1 & 2) July 1, 2020 to June 30, 2021 (Year 3) July 1, 2021 to August 31, 2023 (Years 4 & 5)	
CONTRACT AMOUNTS:	\$2,966,080	MAXIMUM COMPENSATION TOTAL
	\$750,000	Maximum for Years 1 & 2
	\$510,102	Maximum for Year 3
	\$1,705,978	Maximum for Year 4 & Year 5

ELIGIBLE EXPENSES FOR YEARS 1 & 2	AMOUNT
<b>Housing Assistance</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>Housing Assistance Subtotal</b>	<b>\$ 400,000</b>
<b>Staffing &amp; Office Expenses</b>	
Disability Benefits Advocacy	
Housing-Based Case Management	
Direct Office Expenses	
<b>Staffing &amp; Office Expenses Subtotal</b>	<b>\$ 300,000</b>
<b>Administration</b>	<b>\$ 50,000</b>
<b>TOTAL MAXIMUM COMPENSATION FOR TERM</b>	<b>\$ 750,000</b>

<b>ELIGIBLE EXPENSES FOR YEAR 3</b>	<b>AMOUNT</b>
<b>Staffing &amp; Benefits</b>	
HDAP Team Lead	
Disability Income Advocates (minimum 2.0 FTE)	
Housing-Based Case Managers (minimum 2.0 FTE)	
<b>Staffing &amp; Benefits Subtotal</b>	<b>\$ 360,000</b>
<b>Housing Assistance &amp; Client Expenses</b>	
Emergency Shelter Motel Vouchers	
Landlord Mitigation	
Household Supplies & Furniture	
Other Housing Assistance (Rent, Utilities, Deposits, Etc.)	
Client Expenses (Birth Certificate Fees, Legal Aid, Etc.)	
<b>Housing Assistance &amp; Client Expenses Subtotal</b>	<b>\$ 64,395</b>
<b>Direct Program, Office, &amp; Vehicle Expenses</b>	<b>\$ 50,000</b>
<b>Administration @ 7%</b>	<b>\$ 35,707</b>
<b>TOTAL MAXIMUM COMPENSATION FOR TERM</b>	<b>\$ 510,102</b>

<b>ELIGIBLE EXPENSES FOR YEAR 4 &amp; 5</b>	<b>AMOUNT</b>
<b>Staffing &amp; Benefits</b>	
HDAP Program Manager (1.0 FTE)	
HDAP Program Director (0.15 FTE)	
Disability Income Advocates (2.0 FTE)	
Housing-Based Case Managers (5.0 FTE)	
<b>Staffing &amp; Benefits Subtotal</b>	<b>\$ 897,228</b>
<b>Housing Assistance &amp; Client Expenses</b>	
Emergency Shelter Motel Vouchers	
Landlord Mitigation	
Household Supplies & Furniture	
Other Housing Assistance (Rent, Utilities, Deposits, Etc.)	
Client Expenses (Birth Certificate Fees, Legal Aid, Etc.)	
<b>Housing Assistance &amp; Client Expenses Subtotal</b>	<b>\$ 575,808</b>
<b>Direct Program, Office, &amp; Vehicle Expenses</b>	<b>\$ 110,923</b>
<b>Contracted Services</b>	<b>\$ 10,413</b>
<b>Administration @ 7%</b>	<b>\$ 111,606</b>
<b>TOTAL MAXIMUM COMPENSATION FOR TERM</b>	<b>\$ 1,705,978</b>