

AMENDMENT I TO AGREEMENT

1
2 THIS AMENDMENT, hereinafter referred to as Amendment I, is made and entered into this
3 22nd day of June, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of
4 the State of California, hereinafter referred to as "COUNTY," and **WESTCARE CALIFORNIA,**
5 **INC.**, a California Non-Profit Corporation, whose address is 1900 N. Gateway Blvd., Ste 100, Fresno
6 CA 93727, hereinafter referred to as "SUBRECIPIENT."

7 WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement
8 No. 19-426, effective August 20, 2019, to provide Homeless Prevention Assistance to clients of Adult
9 Protective Services who are residing in Fresno County; and

10 WHEREAS, COUNTY desires to extend the term of this contract and provide for compensation
11 during the extended term to continue the current provision of Home Safe program services by
12 SUBRECIPIENT to clients of Adult Protective Services who may be facing homelessness; and

13 WHEREAS, COUNTY desires to amend this Agreement regarding said change and restate as
14 set forth herein.

15 NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions,
16 hereinafter set forth, the sufficiency of which is acknowledged, the parties hereto agree as follows:

17 1. That the existing COUNTY Agreement No. 19-426, Page Two (2), Section Two (2) (TERM),
18 beginning with Line Two (2), with the word "The" and ending on Page Two (2), Line Six (6), with the
19 word "performance." be deleted and the following inserted in its place:

20 "The term of this Agreement shall commence on August 20, 2019 through and including June
21 30, 2022. This Agreement may be extended for two (2) additional consecutive twelve (12) month
22 period upon the approval of both parties no later than thirty (30) days prior to the first day of the next
23 twelve (12) month extension period. The COUNTY's DSS Director, or designee, is authorized to
24 execute such written approval on behalf of the COUNTY based on CONTRACTOR's satisfactory
25 performance."

26 2. That the existing COUNTY Agreement No. 19-426, Page Three (3), Section Four (4)
27 (COMPENSATION), beginning with Line Six (6), with the word "In" and ending on Page Three (3),
28 Line Ten (10), with the number "(\$583,570.00)" be deleted and the following inserted in its place:

1 “During each period of this Agreement (August 20, 2019 through June 30, 2020; July 1, 2020
2 through June 30, 2021; July 1, 2021 through June 30, 2022; July 1, 2022 through June 30, 2023; and
3 July 1, 2023 through June 30, 2024), in no event shall compensation paid for actual services
4 performed under this Agreement be in excess of Two Hundred Ninety-One Thousand Seven Hundred
5 Eighty-Five and No/100 dollars (\$291,785) per year. The cumulative total of compensation paid under
6 this Agreement shall not be in excess of One Million Four Hundred Fifty-Eight Thousand Nine
7 Hundred Twenty-Five and No/100 dollars (\$1,458,925).”

8 2. That all references in existing COUNTY Agreement No. 19-426 to “Exhibit A” shall be
9 changed to read “Revised Exhibit A,” which is attached hereto and incorporated herein by this
10 reference.

11 3. That all references in existing COUNTY Agreement No. 19-426 to “Exhibit B” shall be
12 changed to read “Revised Exhibit B,” which is attached hereto and incorporated herein by this
13 reference.

14 COUNTY and SUBRECIPIENT agree that this Amendment I is sufficient to amend Agreement
15 No. 19-426 and, that upon execution of this Amendment I, the original Agreement and Amendment I,
16 shall together be considered the Agreement.

17 The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants,
18 conditions, and promises contained in this Agreement not amended herein shall remain in full force
19 and effect. This Amendment I shall become effective July 1, 2021.

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

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

COUNTY OF FRESNO

5
6 By: Shawn L. Jenkins

Steve Brandau
Steve Brandau, Chairman of the
Board of Supervisors of the County of Fresno

7
8 Print Name: Shawn Jenkins

9
10 Title: Dept CEO
Chairman of the Board, or
President, or any Vice President

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

12 Attesting to authority of the
13 Dept CEO to execute pursuant
14 to Resolution WCCA 2021-01

15 By: Jim Hanna
WCCA 06/03/2021

By: Bernice E. Seidel

16 Print Name: Jim Hanna
17 Title: Corp. Secretary
Secretary (of Corporation), or
18 any Assistant Secretary, or
19 Chief Financial Officer, or
any Assistant Treasurer

20 Mailing Address:
21 P.O. Box 12107
22 Fresno, CA 93776
23 559-251-4800
Contact: Senior Vice President

24 **FOR ACCOUNTING USE ONLY:**

25 Fund/Subclass: 0001/10000
26 ORG No.: 56107001
27 Account No.: 7870/0

28 DEN:dw

SUMMARY OF SERVICES

ORGANIZATION: WestCare California, Inc.
ADDRESS: P.O. Box 12107
Fresno, CA 93776
SERVICES: Homeless Prevention for Adult Protective Service Clients
TELEPHONE: 559-251-4800
CONTACT: Shawn Jenkins, Senior Vice President
EMAIL: shawn.jenkins@WestCare.com
CONTRACT PERIOD: August 20, 2019 - June 30, 2024

I. SUMMARY OF SERVICES

WestCare California, Inc. (SUBRECIPIENT) shall provide Homeless Prevention Assistance to Adult Protective Services (APS) clients in the form of case management and financial assistance.

II. TARGET POPULATION

The target population are clients in the APS system and are at risk of homelessness due to elder or dependent adult abuse, neglect, self-neglect, or financial exploitation.

III. SUBRECIPIENT'S RESPONSIBILITIES

A. SUBRECIPIENT will:

1. Receive direct referrals from the County of Fresno Department of Social Services (Department) for enrollment into the Home Safe program. SUBRECIPIENT will not advertise, recruit, or accept referrals for Home Safe by any other method;
2. Ensure that Limited English Proficiency (LEP) participants have meaningful, effective and equal access at every point of contact with program services for threshold languages: English, Spanish, and Hmong;
3. Meet with Department staff as often as needed to exchange pertinent information, resolve issues, and work together to coordinate services in the best interest of the participant. SUBRECIPIENT will respond to emails within 24 hours;
4. Provide or arrange suitable transportation for clients to Home Safe support activities;
5. Progressively engaging hard to reach participants; and
6. Be responsible for reporting any suspected abuse, including abandonment, abduction, isolation, financial abuse, physical abuse, neglect, or self-neglect back to the Department.

B. SUBRECIPIENT shall provide the following services:

1. **Case Management:** SUBRECIPIENT will be responsible for supporting clients throughout the housing stabilization process and for up to 6 months after the client has become stably housed. SUBRECIPIENT will also be responsible for linking clients to services including but not limited to mental health and substance abuse, health and wellness, legal services, money management, and any other services deemed appropriate for the client. SUBRECIPIENT will conduct in-home visits for up to 6 months, to ensure that clients continue to live in safe and stable housing. The extent of case management will depend on the severity of the client. If a client

enters Home Safe due to:

- a. Requiring rental assistance to remain housed SUBRECIPIENT will assist with:
 - i. Prioritizing the client's expenses;
 - ii. Developing a budget;
 - iii. Linking the client to money management services, if appropriate;
 - iv. Engaging the client's property owner, relatives, or any other party who has a direct impact on the client's living situation to help mediate any potential conflict; and
 - v. Making regular contact with the client to ensure they are continuing to adhere to their case plan.
- b. The home has become unstable/unsafe due to hoarding SUBRECIPIENT will:
 - i. Link clients to the appropriate behavioral health programs;
 - ii. Ensure that the client is participating in treatment;
 - iii. Help the client develop a plan for if the client were to find themselves reverting to hoarding behavior; and
 - iv. Make regular home visits to ensure living conditions remain safe and sanitary.
- c. The home is unsafe due to squatter relative(s) that may be physically/mentally abusing or financially exploiting the APS client. SUBRECIPIENT will support the client during the eviction by:
 - i. Referring the client to Central California Legal Services, who will help clients with the eviction process;
 - ii. Accompanying the client to eviction related activities including but not limited to filing the eviction paperwork with the court and accompanying client to the eviction trial; and
 - iii. Providing any necessary support after the judgment such as, but not limited to home repairs, lock replacement, linking the client to senior centers or support groups, or any other services deemed appropriate to this population.
- d. Insecure housing after a hospital stay for owing unpaid rent or their family is unable or unwilling to care for the client. SUBRECIPIENT will:
 - i. Complete regular home visits to ensure that the client is being cared for and supported by their family.

Often the hospital will refer clients to APS if the client's family is unable/unwilling to care for the client. In this situation, it is the responsibility of the hospital to find the client permanent housing or work with the family to develop a plan so the client can return home. Upon referral to APS from the hospital, APS will refer the client to SUBRECIPIENT.

2. **Short-Term Financial Assistance:** SUBRECIPIENT will be responsible for providing any necessary short-term financial assistance in excess of what the Department will provide for items including, but not limited to;
 - a. Short-term rent/mortgage payment;
 - b. Utility payments;
 - c. Property tax payment;
 - d. Repairs; and
 - e. Anything else deemed necessary to keep the client in their home.

IV. COUNTY RESPONSIBILITIES

The Department shall be responsible for referring eligible clients that are APS participants. The Department shall meet with SUBRECIPIENT monthly, or more often if necessary, to exchange pertinent information, resolve issues, and work together to coordinate services in the best interest of the participant.

V. MONTHLY REPORTS/OUTCOMES

A. SUBRECIPIENT shall meet the following performance outcomes:

1. 80% of clients that complete Home Safe will remain stably housed at 6 months and 12 months after exiting the program.
2. 60% of participants will be referred to outside services including but not limited to physical health, behavioral health, and/or mental health treatments, money management classes, or anything else deemed appropriate for this population.

B. SUBRECIPIENT must also report the following:

1. The number of individuals receiving case management and the duration of the assistance;
2. The types of assistance received by recipients (financial and/or case management);
and
3. The client's housing status at 6 months and again 1 year after receiving assistance from the program

ORGANIZATION: WestCare California, Inc
 ADDRESS: P.O. Box 12107, Fresno, CA 93776
 SERVICES: Homeless Prevention for Adult Protective
 Service Clients
 TELEPHONE: 559-251-4800
 CONTACT: Shawn Jenkins, Senior Vice President
 EMAIL: shawn.jenkins@WestCare.com
 CONTRACT PERIOD: August 20, 2019 - June 30, 2020 (\$291,785)

Personnel Costs

Case Manager	\$36,400.00
Case Manager	\$36,400.00
Program Director	\$13,000.00
Fringe Benefits	\$20,764.00
Subtotal	\$106,564.00

Operations

Communications	\$3,891.00
Office Supplies	\$2,919.96
Office Furniture	\$3,000.00
Computers/Copier/Equipment	\$4,245.00
Repairs/Maintenance/Lease/Utilities	\$6,000.00
Staff Recruitment	\$260.00
Vehicle Lease	\$30,100.00
Staff Fuel/Mileage	\$14,000.00
Travel	\$1,500.00
Insurance - Vehicle/Liability	\$3,700.00
Subtotal	\$69,615.96

Direct Financial Assistance

Short term rent/mortgage payment	\$38,750.00
Utility Payments	\$9,250.00
Property Tax Payment	\$10,000.00
Repairs	\$6,250.00
Other Housing Stability Service	\$3,750.00
Subtotal	\$68,000.00

Indirect Costs	\$47,605.04
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TOTAL PROGRAM COST	\$291,785.00
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ORGANIZATION: WestCare California, Inc
 ADDRESS: P.O. Box 12107, Fresno, CA 93776
 SERVICES: Homeless Prevention for Adult Protective Service
 Clients
 TELEPHONE: 559-251-4800
 CONTACT: Shawn Jenkins, Senior Vice President
 EMAIL: shawn.jenkins@WestCare.com
 CONTRACT PERIOD: July 1, 2020 - June 30, 2024 (\$291,785 per year)

Personnel Costs

Case Manager	\$42,540.00
Case Manager	\$42,540.00
Program Director	\$13,000.00
Fringe Benefits	\$23,784.00
Subtotal	\$121,864.00

Operations

Communications	\$1,725.00
Office Supplies	\$2,919.96
Office Furniture	\$200.00
Computers/Copier/Equipment	\$895.00
Repairs/Maintenance/Lease/Utilities	\$6,000.00
Staff Recruitment	\$260.00
Vehicle Lease	\$30,100.00
Staff Fuel/Mileage	\$14,000.00
Travel	\$1,500.00
Insurance - Vehicle/Liability	\$3,700.00
Subtotal	\$61,299.96

Direct Financial Assistance

Short term rent/mortgage payment	\$38,750.00
Utility Payments	\$9,250.00
Property Tax Payment	\$10,000.00
Repairs	\$6,250.00
Other Housing Stability Service	\$3,750.00
Subtotal	\$68,000.00

Indirect Costs	\$40,621.04
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TOTAL PROGRAM COST	\$291,785.00
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