

**AMENDMENT II TO AGREEMENT**

THIS AMENDMENT, hereinafter referred to as "Amendment II", is made and entered into this 18th day of June, 2024, 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, hereinafter referred to as "CONTRACTOR" (collectively the "parties").

WHEREAS the parties entered into that certain Agreement, identified as COUNTY Agreement No. 18-686, effective January 1, 2019, and COUNTY Amendment 23-302 ("Amendment I"), effective July 1, 2023, hereinafter referred to together as "Agreement", whereby CONTRACTOR agreed to provide supervised after hours/overnight stay services, linkage, targeted case management, assessments and other specialty mental health services for adults referred from local hospital emergency departments and California Welfare and Institutions Code 5150 facilities; and

WHEREAS, the parties have agreed to change the billing structure from Medi-Cal billing and a line item budget to Medi-Cal billing and a daily bed rate to better utilize the program's funding and allow CONTRACTOR the option to pay their staff more competitive wages.

WHEREAS, Amendment I incorrectly stated that the maximum compensation was Seven Million Seven Hundred Thirty-Five Thousand Three Hundred Sixty-Nine and No/100 (\$7,735,369) when it should have been Seven Million Seven Hundred Fifteen Thousand Three Hundred Sixty-Nine and No/100 (\$7,715,369). This Amendment II further updates the maximum compensation as stated below.

WHEREAS the parties now desire to amend the Agreement regarding changes as stated below and restate the Agreement in its entirety.

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

1. That all references to "Exhibit A" shall be deemed references to "Exhibit A1," attached and incorporated by this reference.
2. That all references to "Exhibit B" shall be deemed references to "Exhibit B1," attached and incorporated by this reference.

1           3.       That the existing COUNTY Agreement No. 18-686, section seven (7), page twelve (12),  
2 Line twenty-five (25) beginning with the word "Any", and ending on page thirteen (13), line twelve (12)  
3 with the word "Agreement" be deleted and the following inserted in its place:

4                   "Except as provided in Section 3, "Termination", this Agreement may not be modified  
5 and no waiver is effective, except by written agreement signed by both parties. The CONTRACTOR  
6 acknowledges that COUNTY employees have no authority to modify this Agreement except as  
7 expressly provided in this Agreement.

8                   (A)     Notwithstanding the above, changes to services, staffing, and responsibilities of  
9 the CONTRACTOR, as needed to accommodate changes in the laws relating to service requirements  
10 and specialty mental health treatment may be made with the signed written approval of COUNTY's  
11 DBH Director, or designee, and CONTRACTOR through an amendment approved by COUNTY's  
12 County Counsel and the COUNTY's Auditor/Controller/Treasurer-Tax Collector's Office.

13                   (B)     In addition, changes to service rates on Exhibit B1 that do not exceed 3% of the  
14 approved rate, or that are needed to accommodate state-mandated rate increases, may be made with  
15 the written approval of the DBH Director or designee. These rate changes may not add or alter any  
16 other terms or conditions of the Agreement. Said modifications shall not result in any change to the  
17 maximum compensation amount payable to Contractor(s), as stated herein."

18           4.       That the existing COUNTY Agreement No. 18-686, section four (4), "COMPENSATION"  
19 shall be revised by adding the following at Page five (5), Line twelve (12), after the word "Agreement.":

20                   "COUNTY agrees to pay and CONTRACTOR agrees to receive compensation for the  
21 ten (10) beds guaranteed to COUNTY each day in the Overnight Stay Facility, whether or not the  
22 person served receives Supplemental Social Security Insurance (SSI)/State Supplementary Payment  
23 (SSP) funds, has Medi-Cal, private insurance or has no other coverage, at the reimbursement rates  
24 set forth within Exhibit B1."

25           5.       That the existing COUNTY Agreement No. 18-686, section four (4), "COMPENSATION"  
26 shall be revised by adding the following at Page six (6), Line fourteen (14), after the word  
27 "\$1,436,162).":

28                   "If the Agreement is extended for an additional one-year period, the maximum amount

1 payable to the CONTRACTOR for the period July 1, 2024 through June 30, 2025 for Specialty Mental  
2 Health Services is Three Hundred Forty Thousand Two Hundred Sixty-Six and No/100 (\$340,266.00),  
3 which is not a guaranteed sum but shall be paid only for services rendered and received.

4 The maximum compensation payable to CONTRACTOR under this Agreement for the  
5 period of July 1, 2024 through June 30, 2025 for Non-Medi-Cal Supports is Six Hundred Eighty-Nine  
6 Thousand Three Hundred Seventy-Three and No/100 (\$689,373.00).

7 In no event shall the maximum contract amount for the full contract term from January  
8 1, 2019 through June 30, 2025, for all services provided by CONTRACTOR to County under the terms  
9 and conditions of this agreement be in excess of Seven Million Six Hundred Three Thousand Five  
10 Hundred Sixty-Eight and No/100 (\$7,603,568.00)."

11 6. The existing COUNTY agreement No. 18-686, Page seven (7), Line four (4) beginning  
12 with the word "Payments" and ending on Page seven (7), Line seven (7) with the word "expenditures."  
13 be deleted and the following inserted in its place:

14 "Payments shall be made after receipt and verification of CONTRACTOR'S invoice by  
15 COUNTY DBH in an amount equivalent to the rate set in Exhibit B1. However, if invoice is not  
16 received in proper form or substance as stated herein, COUNTY may withhold subsequent payment  
17 until such invoice is received."

18 7. That the existing COUNTY Agreement No. 18-686, Section 5, subsection E, on Page  
19 nine (9), lines twenty-three (23) through twenty-six (26) be deleted in its entirety.

20 8. When both parties have signed this Amendment II, the Agreement, Amendment I, and  
21 this Amendment II together constitute the Agreement.

22 9. Except as otherwise provided in this Amendment, all other provisions of the Agreement  
23 remain unchanged and in full force and effect. This Amendment shall become effective on July 1,  
24 2024.

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

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4  
5 WESTCARE CALIFORNIA, INC.

COUNTY OF FRESNO


6  
7 



8 Shawn Jenkins, COO  
9 Resolution WCCA 2024-01  
10 1900 N Gateway Blvd Suite 101  
11 Fresno, CA 93727

Nathan Magsig, Chairman of the Board of  
Supervisors of the County of Fresno

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

12 By:   
13 Deputy

14 For accounting use only:

15 Org No.: 56304782  
16 Account No.: 7295  
Fund No.: 0001  
Subclass No.: 10000

**Overnight Stay  
Facility  
Scope of Work**

ORGANIZATION: WestCare California, Inc.

SITE ADDRESS: 2772 S. Martin Luther King Blvd, Fresno, CA 93706 (Overnight Stay Facility)  
3636 N. First Street Suite #123, Fresno, CA 93726 (Outpatient Facility)

SERVICES: **Overnight stay services, clinical response services, peer support services, crisis intervention and assessments, discharge services, transportation and linkage to appropriate mental health programs.**

**SCHEDULE OF SERVICES:**

CONTRACTOR'S staff shall be available to provide Overnight Stay Facility services to individuals seven days a week, 24 hours a day.

Contractor shall provide services on eleven (11) County observed holidays in each calendar year as follows:

New Year's Day  
Martin Luther King, Jr. Holiday  
President's Day  
Cesar Chavez Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day

**TARGET POPULATION:**

Adults and older adults receiving services from emergency departments/5150 facilities who are in crisis but do not require a 5150 hold. The program will provide services client referred from local emergency departments and 5150 facilities including but not limited to: Fresno Community Regional Medical Center (CRMC), St. Agnes, Clovis Community Regional Medical Center and Exodus Crisis Stabilization Center.

**PROJECT DESCRIPTION:**

The overnight stay program will provide individuals who present at the ED in crisis, but do not require a 5150 hold the opportunity to be voluntarily discharged to the care of SOS where they may spend the night, receive a meal, a shower, a place to sleep, and be assessed and linked the following day to an appropriate mental health or co-occurring treatment service. The program will also provide mental health assessment, crisis intervention, targeted case management, bridge medication support and other short-term, specialty mental health services delivered by qualified staff with the goal to increase engagement, address symptoms and bridge the gap while the consumer awaits admission to other services in the community. This will reduce ED recidivism and lengths of stay in the emergency department or crisis stabilization unit. Individuals may stay at the SOS facility for up to four nights consecutively when necessary to enhance the probability that a successful linkage will occur. Because at least 80% of individuals of the population to be served are homeless, this opportunity for a longer stay may enable housing to be secured as well as mental health service linkage. When individuals are housed first, the likelihood of initiating and staying with treatment services is enhanced, they are less likely to be lost to follow-up and the opportunity to build a helpful therapeutic alliance is strengthened. The SOS program is an established bridge and permanent supportive housing provider in Fresno County and has long-term and ongoing partnerships with housing providers including Fresno Housing Authority and Turning Point.

**CONTRACTOR'S RESPONSIBILITIES:**

CONTRACTOR shall:

1. Provide services to individuals discharged from local hospital Emergency Department's (ED)/designated 5150 facilities as requested by the County. The CONTRACTOR may expand to provide services to other agencies in the County of Fresno as needed or if requested to do so by COUNTY, Department of Behavioral Health (DB-I).
2. Transport individuals referred by local ED/5150 facilities to the overnight stay facility. Response time to the ED is expected to be less than 30 minutes from referral call from ED. Individuals are transported as necessary 24 hours per day, 7 days per week, including holidays. Individuals will additionally be transported by staff to the Outpatient Center every morning for assessment and other services. SOS case managers are expected to facilitate linkage services of all kinds by accompanying the consumer in a program vehicle to various necessary appointments, including navigation of the mental health system in order to support engagement and followthrough.
3. Maintain a census of current beds filled and track all referrals including a denial reason for all denied referrals to the program.
4. Provide overnight stay and linkage to appropriate levels of care the following business day. Services can be anywhere from 24 hours up to four nights if a client arrives at the facility on a Friday of a holiday weekend and linkage cannot be provided until regular business hours are resumed. The overnight stay shall be between the hours of 8pm-8am; however, the hours of 8am to 8pm will be used for linkage, targeted case management, assessments and other mental health services as needed.

5. Engage individuals at the EDs where they have been admitted.
6. Be notified by ED staff or County's CPRS staff assigned at the ED of the pending discharge of a consumer.
7. Encourage individual to accept the offer to stay overnight and be provided transportation and assistance to outpatient services the following day, or the following business day when applicable.
8. Provide supervision of individuals who are being discharged from the emergency department/designated 5150 facility. Provide for the basic care of individuals i.e.: food, bedding, shower/bath, medication supervision, etc.
9. Maintain staffing including, but not be limited to: program supervisor, clinician, case manager, peer support specialist, personal service coordinator, data/program assistant and medical director.
10. Ensure that the safety of the community, consumer and staff are a priority.
11. Have a process in place for each individual who utilizes the overnight-stay facility to ensure the individual is actively participating in services. CONTRACTOR will make telephone contacts with each participant's service provider once a week for up to 45 days. Individuals who are not keeping appointments or following through on referrals will be contacted directly, twice weekly at a minimum. Individuals who drop out will be located and motivational interviewing techniques will be used to encourage their return to their treatment program. CONTRACTOR will contact participants at least once a month until the individual has consistently participated in an outpatient program for 3 months and is functioning at a lower level of care
12. Ensure service delivery is culturally sensitive and appropriate for individuals and their families
13. Provide family support services through Peer Support Specialists and Linkage Specialists to aid in the recovery of the individual as well as to educate and engage the whole family.

**COUNTY RESPONSIBILITIES:**

**COUNTY shall:**

1. Provide program and budget oversight through the County Department of Behavioral Health (DBH), Contracted Services Division to the CONTRACTOR'S Overnight Stay Facility. In addition to contract monitoring of the program, oversight includes, but not limited to, coordination with the State Department of Mental Health, Mental Health Services Act in regard to program administration and outcomes.
2. Participate in evaluating the progress of the overall program and the efficiency of collaboration with the CONTRACTOR staff and be available to the CONTRACTOR for

ongoing consultation.

3. Receive and analyze statistical data outcome information from vendor throughout the term of contract on a monthly basis. DBH will notify the vendor when additional participation is required. The performance outcome measurement process will not be limited to survey instruments but may also include, as appropriate, consumer and staff interviews, chart reviews, and other methods of obtaining required information.
4. Recognize that cultural competency is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective. To assist the vendor efforts towards cultural and linguistic competency, DBH shall provide the following at no cost to CONTRACTOR):
  - A. Technical assistance and mandatory cultural competency training including sexual orientation and sensitivity training for vendor personnel, at minimum once per year. County will provide mandatory training regarding the special needs of this diverse population. Sexual orientation and sensitivity to gender differences is a basic cultural competence principle and shall be included in the cultural competency training. Literature suggests that the mental health needs of lesbian, gay, bisexual, transgender (LGBT) individuals may be at increased risk for mental disorders and mental health problems due to exposure to societal stressors such as stigmatization, prejudice, and anti-gay violence. Social support may be critical for this population. Access to care may be limited due to concerns about providers' sensitivity to differences in sexual orientation.
  - B. Technical assistance for vendor in translating behavioral health and substance abuse services information into DBH's threshold languages (Spanish, Laotian, Cambodian and Hmong). Translation services and costs associated will be the responsibility of the vendor.

## PROGRAM OUTCOMES

At minimum, one performance indicator will be identified for each of the four CARF domains listed below.

- a. Access to care: The ability of clients to receive the right service at the right time. Examples include:
  1. Timeliness of bridging prescriptions
  2. Timeliness of identifying clients with a serious mental illness
  3. Timeliness between client referral for assessment and completion of assessment; assessment to first treatment service; and, first treatment service to next follow-up
  4. Timeliness of subsequent follow-up visits

5. Timeliness of response to sick call/health service requests
- b. Effectiveness: Objective results achieved through health care services. Examples include:
1. Effectiveness of crisis interventions
  2. Effectiveness of treatment interventions (medical and behavioral health indicators)
  3. Effectiveness of discharge planning (such as percentage of clients successfully linked to County programs, community providers, and/or other community resources after release)
  4. Timely continuity of verified community prescriptions for medication(s), upon client's release
  5. Effectiveness of transportation coordination, upon release
- c. Efficiency: The demonstration of the relationship between results and the resources used to achieve them.

Examples include:

1. Cost per client
  2. Number of units of services per FTE by discipline
  3. Number of clients served per general population
  4. Comparison of numbers served against industry standards
- d. Satisfaction and Compliance: The degree to which clients, County, and other stakeholders are satisfied with the services.

Examples include:

1. Audits and other performance and utilization reviews of health care services and compliance with agreement terms and conditions
2. Surveys of persons served, family members, other health care providers, and other stakeholders

Fresno County Department of Behavioral Health Daily Rate for 2772 S. Martin Luther King Blvd., Fresno CA 93726	
Contract Provider	County Approved Daily Rate
WestCare California, Inc.	\$188.87

**Fresno County Department of Behavioral Health  
Specialty Mental Health Services Outpatient Rates**

<b>FSP and AOT</b>	
<b>Provider Type</b>	<b>Provider Rate Per Hour</b>
Psychiatrist/ Contracted Psychiatrist	\$1,140.98
Physicians Assistant	\$511.73
Nurse Practitioner	\$567.38
RN	\$463.45
Certified Nurse Specialist	\$567.38
LVN	\$243.47
Pharmacist	\$546.16
Licensed Psychiatric Technician	\$208.72
Psychologist/Pre-licensed Psychologist	\$458.87
LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	\$296.95
Occupational Therapist	\$395.28
Mental Health Rehab Specialist	\$223.41
Peer Recovery Specialist	\$234.58
Other Qualified Providers - Other Designated MH staff that bill medical	\$223.41