

AMENDMENT II TO AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of June, 2020, 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, 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 funding allocation from the California Department of Social Services (CDSS) to administer the Housing and Disability Advocacy Program (HDAP), as described by the Welfare and Institutions Code (WIC) section 18999 et seq. (as now in effect and as may be amended from time to time), as most recently authorized by Senate Bill 80 (Chapter 27, Statutes of 2019); 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 30th day of June, 2021. This Agreement may be extended for one additional consecutive

1 twelve (12) month period upon written approval of both parties no later than thirty (30) days prior to the first
2 day of the twelve (12) month extension period. The DSS Director or his or her designee is authorized to
3 execute such written approval on behalf of COUNTY based on SUBRECIPIENT's satisfactory
4 performance."

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

8 **4. COMPENSATION**

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

16 The maximum amount payable to SUBRECIPIENT for the period of September 11, 2018
17 through June 30, 2020 shall not exceed Seven Hundred and Fifty Thousand and No/100 Dollars
18 (\$750,000). The maximum amount payable to SUBRECIPIENT for the period of July 1, 2020 through June
19 30, 2021 shall not exceed Five Hundred and Ten Thousand One Hundred and Two and No/100 Dollars
20 (\$510,102). The maximum amount payable to SUBRECIPIENT for the period of July 1, 2021 through June
21 30, 2022 shall not exceed Five Hundred and Ten Thousand One Hundred and Two and No/100 Dollars
22 (\$510,102). In no event shall the maximum contract amount for the services provided by the
23 SUBRECIPIENT to COUNTY under the terms and conditions of the Agreement be in excess of One Million
24 Seven Hundred and Seventy Thousand Two Hundred and Four and No/100 Dollars (\$1,770,204). It is
25 understood that all expenses incidental to SUBRECIPIENT's performance of services under this
26 Agreement shall be borne by SUBRECIPIENT.

27 Except as provided below regarding State payment delays, payments by COUNTY shall be
28 in arrears, for services provided during the preceding month, within forty-five (45) days after receipt,

1 verification, and approval of SUBRECIPIENT's invoices by COUNTY's DSS. If SUBRECIPIENT should fail
2 to comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further
3 compensation. All final claims and/or any final budget modification requests shall be submitted by
4 SUBRECIPIENT within sixty (60) days following the final month of service for which payment is claimed. No
5 action shall be taken by COUNTY on claims submitted beyond the sixty (60) day closeout period. Any
6 compensation which is not expended by SUBRECIPIENT pursuant to the terms and conditions of this
7 Agreement shall automatically revert to COUNTY.

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

14 3. That all references in existing COUNTY Agreement No. 18-541 to Revised Exhibit A shall
15 be changed to read "Revised Exhibit A-1," which is attached hereto and incorporated herein by this
16 reference.

17 4. That all references in existing COUNTY Agreement No. 18-541 to Revised Exhibit B shall
18 be changed to read "Revised Exhibit B-1," which is attached hereto and incorporated herein by this
19 reference.

20 5. COUNTY and SUBRECIPIENT agree that this Amendment II is sufficient to amend
21 Agreement No. 18-541 and, that upon execution of this Amendment II, the original Agreement, Amendment
22 I, and this Amendment II, shall together be considered the Agreement.

23 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
24 covenants, conditions, and promises contained in this Agreement not amended herein shall remain in full
25 force and effect. This Amendment II shall become effective upon execution on the day first written
26 hereinabove.

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

**SUBRECIPIENT:
WESTCARE CALIFORNIA, INC.**

COUNTY OF FRESNO

By: Shawn L. Jenkins
Print Name: Shawn Jenkins
Title: Deputy COO

Ernest Buddy Mendes
Ernest Buddy Mendes, Chairman of the Board of Supervisors of the County of Fresno

Attesting to authority of Deputy COO to sign pursuant to Resolution WCCA 2020-01

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

By: Jim Hanna
Print Name: JIM HANNA
Title: Corporate Secretary
CC/CS/2020

By: Lusei Cruz
Deputy

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

FOR ACCOUNTING USE ONLY:

ORG No.: 56107001
Fund/Subclass: 0001/10000
Account No.: 7870

DEN:JK

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

1. OVERVIEW 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.
- Ensuring that services and expenses reimbursed by the United States Department of Housing and Urban Development (HUD) Emergency Solutions Grant (ESG) are provided in accordance with 24 CFR 576.
- Ensuring that services and expenses reimbursed by HUD Tenant Based Rental Assistance (TBRA) are provided in accordance with 24 CFR 92.

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

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: HDAP Team Leader (1.0 FTE), Disability Income Advocate (2.0 FTE), and Housing-Based Case Manager (3.0 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. Annually, beginning July 1, 2021, 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 and TBRA, which require the recipient to meet 30% and 50% of the Area Median Income, respectively, 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 identified by DSS such as Triage, Bridge, and recuperative care facilities. A minimum of 60% of clients shall move from temporary housing to permanent housing within 60 days of program entry.

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, 12, and 24 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 develop and implement 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. OUTCOMES

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

- At least 60% of clients who entered the program after July 1, 2020 shall enter permanent housing within 60 days of program entry.
- At least 50% of individuals who entered the program after July 1, 2020 shall have their SSI or CAPI application submitted within 100 days of program entry.
- A minimum of 10 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.

10. SUBRECIPIENT RESPONSIBILITIES

- Provide services as described above.
- Achieve and maintain an active caseload of at least 50 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.

12. COUNTY RESPONSIBILITIES

- Provide DSS Analyst support to the HDAP program, including, but not limited to this agreement.
- Work with WestCare to resolve difficulties and make program improvements.

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 June 30, 2022 (Optional Year 4)

CONTRACT AMOUNTS: \$1,770,204 MAXIMUM COMPENSATION TOTAL
\$750,000 Maximum for Years 1 & 2
\$510,102 Maximum for Year 3
\$510,102 Maximum for Optional Year 4

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

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

ELIGIBLE EXPENSES FOR OPTIONAL YEAR 4	AMOUNT
Staffing	
HDAP Team Lead	
Disability Income Advocates (minimum 2.0 FTE)	
Housing-Based Case Managers (minimum 2.0 FTE)	
Staffing Subtotal	\$ 360,000
Housing Assistance & Client Expenses	
Emergency Shelter Motel Vouchers	
Landlord Mitigation	
Household Supplies & Furniture	
Other Housing Assistance (Rent, Utilities, Deposits, Etc.)	
Client Expenses (Birth Certificate Fees, Legal Aid, Etc.)	
Housing Assistance & Client Expenses Subtotal	\$ 64,395
Direct Program, Office, & Vehicle Expenses	\$ 50,000
Administration @ 7%	\$ 35,707
TOTAL MAXIMUM COMPENSATION FOR TERM	\$ 510,102