

AMENDMENT NO. 2 TO AGREEMENT

THIS AMENDMENT TO AGREEMENT, hereinafter referred to as Amendment No. 2, is made and entered into this 9th day of August, 2022, 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.19-426, effective August 20, 2019; and Amendment No. 1, identified as COUNTY Agreement No. 19-426-1, effective June 22, 2021; hereinafter referred to collectively as COUNTY Agreement No. 19-426 for Home Safe homeless prevention assistance to clients referred by the COUNTY's Department of Social Services (DSS) Adult Protective Services division; and

WHEREAS, the California Budget Act of 2021 (Senate Bill 129, Chapter 69, Statutes of 2021) increased funding to continue and expand services through the Home Safe program; and

WHEREAS, the parties desire to further amend the Agreement regarding changes as stated below.

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

1. That the existing COUNTY Agreement No. A-19-426 Page One (1), Section One (1) beginning with Line Sixteen (16) with the number "1" and ending on Page One (1), Line Twenty-Seven (27) with the word "Agreement," be deleted and the following inserted in its place:

"1. OBLIGATIONS

a. SUBRECIPIENT shall perform all services set forth in Exhibit A, between August 20, 2019 and June 30, 2021.

b. SUBRECIPIENT shall perform all services set forth in Revised Exhibit A, between July 1, 2021 and July 11, 2022.

c. SUBRECIPIENT shall perform all services set forth in Revised Exhibit A-1,

1 between July 12, 2022 and the expiration or termination of this Agreement.

2 d. SUBRECIPIENT shall participate in monthly, or as needed, meetings consisting
3 of staff from COUNTY's DSS to discuss requirements, data reporting, training, policies and
4 procedures, overall program operations, and any problems or foreseeable problems that may arise.

5 e. In the event of the termination or expiration of this Agreement in accordance with
6 Section Three (3) of this Agreement, SUBRECIPIENT shall provide transitional services to clients
7 currently receiving services, working with DSS staff and/or COUNTY's contracted vendor(s).
8 Transitional services shall include, but are not limited to the transfer of client records and shall not
9 exceed a maximum of thirty (30) days. This section of the Agreement shall survive thirty (30) days
10 from the expiration or written termination date of this Agreement."

11 2. That the existing COUNTY Agreement No. A-19-426 Page Two (2), Section Two (2)
12 beginning with Line One (1), with the number "2" and ending on Page Two (2), Line Six (6) with the
13 word "performance," as previously modified by Amendment No. 1 beginning with Page One (1),
14 Section One (1), Line Seventeen (17) with the number "1" and ending on Page One (1), Line Twenty-
15 Five (25) with the word "performance," shall be deleted and the following inserted in its place:

16 **"2. TERM**

17 a. This agreement is effective on August 20, 2019 and terminates on June 30,
18 2024."

19 3. That the existing COUNTY Agreement No. A-19-426 Page Three (3), Section Four (4)
20 beginning with Line One (1), with the number "4" and ending on Page Three (3), Line Twenty-One
21 (21) with the word "compensation," as previously modified by Amendment No. 1 beginning with Page
22 One (1), Section Two (2), Line Twenty-Six (26) with the number "2" and ending on Page Two (2), Line
23 Seven (7) with "\$1,458, 925" be deleted and the following inserted in its place:

24 **"4. COMPENSATION**

25 For actual services provided pursuant to the terms of this Agreement, COUNTY agrees
26 to pay SUBRECIPIENT and SUBRECIPIENT agrees to receive compensation in accordance with
27 Exhibit B, Budget. Mandated travel shall be reimbursed based on actual expenditures and mileage
28 reimbursement shall be at SUBRECIPIENT's adopted rate per mile, not to exceed the IRS published

1 rate.

2 During the first three periods of this Agreement (August 20, 2019 through June 30,
3 2020; July 1, 2020 through June 30, 2021; and July 1, 2021 through June 30, 2022), in no event
4 shall compensation for actual services performed under this Agreement be in excess of Two
5 Hundred Ninety One Thousand Seven Hundred Eighty Five and No/100 Dollars (\$291,785) per
6 period. During the final period of this Agreement (July 1, 2022 through June 30, 2024), in no event
7 shall compensation for actual services performed under this Agreement be in excess of Two Million
8 Seven Hundred Twenty-Six Thousand, One Hundred and Twenty-Eight and no/100 Dollars
9 (\$2,726,128). The maximum compensation payable by COUNTY to SUBRECIPIENT for the
10 cumulative term of this Agreement shall not be in excess of Three Million Six Hundred and One
11 Thousand, Four Hundred Eighty-Three and No/100 Dollars (\$3,601,483).

12 Except as provided below regarding State payment delays, payments by COUNTY shall
13 be in arrears, for services provided during the preceding month, within forty-five (45) days after
14 receipt, verification, and approval of SUBRECIPIENT's invoices by COUNTY's DSS. All final claims
15 shall be submitted by SUBRECIPIENT within (60) days following the final month of service per
16 contract year. No action shall be taken by COUNTY on claims submitted beyond the sixty (60) day
17 closeout period. Any compensation which is not expended by SUBRECIPIENT pursuant to the terms
18 and conditions of this Agreement shall automatically revert to COUNTY.

19 It is understood that all expenses incidental to SUBRECIPIENT'S performance of
20 services under this Agreement shall be borne by SUBRECIPIENT. If SUBRECIPIENT should fail to
21 comply with any provision of the Agreement, COUNTY shall be relieved of its obligation for further
22 compensation."

23 4. That, effective upon execution, all references in existing COUNTY Agreement No. A-19-
24 426 to "Revised Exhibit B" shall be changed to read "Revised Exhibit B-1," which is attached hereto
25 and incorporated herein by this reference.

26 5. When both parties have signed this Amendment No. 2, the Agreement, Amendment
27 No. 1, and this Amendment No. 2 together constitute the Agreement.

28 ///

1 The parties are signing this Amendment No. 2 on the date stated in the introductory clause.

2
3 ATTEST:

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

COUNTY OF FRESNO

6 By: Shawn L. Jenkins

7 By: Brian Pacheco
8 Brian Pacheco Chairman of the Board
9 Of Supervisors of the County of Fresno

10 Print Name: Shawn Jenkins

11 Title: COO
12 Chairman of the Board, or
13 President, or any Vice President

14 *Attesting to authority of COO
15 to execute pursuant to
16 Resolution WCCD 2022-01*

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

21 By: Jim Hanna 06/28/2022
22 *WCCAL*

23 Print Name: Jim Hanna

24 By: Hananeh, Deputy

25 Title: Corporate Secretary
26 Secretary (of Corporation), or
27 any Assistant Secretary, or
28 Chief Financial Officer, or
any Assistant Treasurer

29 Mailing Address:
30 P.O. Box 12107
31 Fresno, CA 93776
32 559 - 251-4800
33 Contact: Shawn Jenkins, Senior Vice President

34 Fund/Subclass: 0001/10000
35 Organization: 56107001
36 Account/Program: 7870

37 SKB:mf&jkk

SUMMARY OF SERVICES

ORGANIZATION: WestCare California, Inc.
ADDRESS: P.O. Box 12107
Fresno, CA 93776
SERVICE: Homeless Prevention Assistance for APS Clients
TELEPHONE: 559-251-4800
CONTACT: Shawn Jenkins, Senior Vice President
EMAIL: shawn.jenkins@WestCare.com

I. SUMMARY OF SERVICES

WestCare California, Inc. (SUBRECIPIENT) shall provide Homeless Prevention Assistance to Adult Protective Services (APS) clients in the form of housing-related intensive case management, housing stabilization, housing navigation, family or individual counseling, health care navigation, linkages to longer-term supports, and financial assistance.

II. TARGET POPULATION

Eligibility for Home Safe is based on the Welfare & Institutions Code (WIC) section 15770 *et seq.*, which currently establishes a three-part requirement: (1) An individual is an APS client (or in the process of intake); however, Home Safe services are not contingent upon the outcome of the APS investigation. (2) The individual is homeless or at risk of homelessness. (3) The individual voluntarily agrees to participate in the program. Individuals referred to APS are those impacted by elder (ages 60+) or dependent adult (ages 18-59) abuse, neglect, self-neglect, or financial exploitation. Any revisions to WIC 15770 *et seq.*, shall be incorporated herein by reference.

III. SUBRECIPIENT'S RESPONSIBILITIES

A. SUBRECIPIENT will:

1. Receive direct referrals from the County of Fresno Department of Social Services (Department) Adult Protective Services division for enrollment into the Home Safe program. SUBRECIPIENT will not advertise, recruit, or accept referrals for Home Safe by any other method.
2. If a referred individual does not enter the program, SUBRECIPIENT must help connect them to other available resources in their community.
3. 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.
4. Provide annual Civil Rights training to Home Safe staff in the beginning of every calendar year and provide proof of training to the Department by April 1.
5. 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.
6. Provide or arrange suitable transportation for clients to Home Safe support activities.
7. Progressively engage hard-to-reach participants.
8. Ensure Home Safe retains a supervisor to support staff and ensure quality delivery of services, invoices, and reports.

9. Following all components of Housing First (WIC section 8255 *et seq.*), including training requirements.
10. Maintain a sufficient level of qualified staff to effectively conduct all Home Safe activities, consistent with the budget.
11. Ensure Home Safe funding for direct financial assistance and client supports is spent in accordance with State guidelines. Seek authorization from the Department for any supports out of the ordinary.
12. Report any suspected abuse, including abandonment, abduction, isolation, financial abuse, physical abuse, neglect, or self-neglect to the Department. All of SUBRECIPIENT's Home Safe staff shall be considered mandated reporters.

B. SUBRECIPIENT shall provide:

1. **Housing Stabilization:** SUBRECIPIENT will be responsible for ensuring a participant's housing is safe, sustainable, promotes community integration, and allows them to age-in-place in the least restrictive setting (consistent with Olmstead principles). Stabilization services may include, but are not limited to: linkage to legal aid, eviction prevention, financial planning and education, tenant education, credit repair, cleaning services, hazard removal, assistance with hoarding, home repairs/modifications.
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: short-term rent/mortgage payments, utility payments, property tax payments, repairs, accessibility upgrades, emergency housing, deposits, moving costs, internet and device access for telehealth, or anything else deemed necessary to keep the client in their home.
3. **Housing Navigation:** SUBRECIPIENT shall assist participants in finding, applying, securing, and moving into interim and permanent housing, as needed. Navigation services may include, but are not limited to: landlord engagement, searching for housing that aligns with the client's preferences and mobility needs, building a resource of available units and matching clients to unit availability, assistance in completing housing applications, coordination with the local public housing authority to advocate for affordable housing vouchers for clients, ensuring quality of housing placements, and assistance in arranging higher-level care placements (e.g. skilled nursing facilities) when needed.
4. **Linkages to Longer-Term Supports:** SUBRECIPIENT shall make referrals and work in close coordination with other systems of care or complimentary programs to promote long-term housing stability.
5. **Family or Individual Counseling:** SUBRECIPIENT shall:
 - a. Liaise with APS staff, WestCare staff, and the Home Safe participants to support those with mental health issues. This shall include: performing assessments, planning clinical care, providing resources and referrals, and arranging treatment for individuals and families in the community.
 - b. Provide interim counseling to Home Safe participants who are waiting to receive ongoing, community-based mental health treatment (including mental health treatment stigma reduction).
 - c. Ensure a warm hand-off to a therapist in the community occurs when care is transitioned.

- d. Participate in staff meetings and conferences pertaining to client service plans and progress in case management.
 - e. Participate in discharge planning with clinical staff at the conclusion of therapy.
 - f. Ensure that this position is staffed by a registered mental health clinician (e.g. a graduate student) working under the supervision of a qualified, licensed mental health professional (i.e. Clinical Director), or someone more qualified.
- 6. Health Care Navigation: SUBRECIPIENT shall:**
- a. Link Home Safe participants and their families to community health resources.
 - b. Assist clients without health insurance in applying for Medi-Cal and getting connected to a primary care doctor.
 - c. Support participants in navigating the medical care by setting up appointments, assisting with medical records/forms, and ensuring the participant is receiving services.
 - d. Monitor the participant's progress towards health goals and ensure their health care needs are met.
 - e. Liaise with the DSS Public Health Nurse to discuss medication, durable medical equipment needs, safety concerns, or other physical health issues impacting the participant.
 - f. Build and maintain relationships with medical care centers, the DSS Public Health Nurse, and other Home Safe partners to ensure the participants' needs are met.
- 7. Intensive Case Management: SUBRECIPIENT case managers shall:**
- a. Support clients throughout the housing stabilization process and for up to 6 months after the client has become stably housed.
 - b. Provide housing navigation, stabilization, linkages, and financial assistance as described above.
 - c. Conduct a minimum of two in-home visits a month for each Home Safe participant to ensure the clients continue to live in safe and stable housing. The frequency of home visits and extent of case management will depend on the needs of the client and shall be determined in consultation with the Home Safe Supervisor.
 - d. Develop a service plan in consultation with the client that clearly identifies the responsibilities of Home Safe staff (including the health care navigator and family counselor) and the client. The Home Safe supervisor shall review and ensure the service plan addresses the client's needs.
 - e. Participate in APS and IHSS training modules within 2 weeks of joining the Home Safe program.
 - f. Shadow APS and IHSS staff within one month of joining the Home Safe program.
 - g. Provide the APS Social Worker with monthly (at minimum) updates on each Home Safe participant, and immediate additional updates as necessary (including whenever the participant's address or phone number changes).
 - h. Provide the APS Social Worker with each client's signed service plan.
 - i. Participate in a warm handoff meeting involving the APS Social Worker and the referred Home Safe participant.

8. Example Home Safe program supports for different intake scenarios (may be revised with authorization from DSS):
 - 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.
 - 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.
 - iv. Make regular home visits to ensure living conditions remain safe and sanitary.
 - c. The home is unsafe due to squatters or relative(s) that may be physically/mentally abusing or financially exploiting the APS client. SUBRECIPIENT will support the client during the eviction of the squatters or relatives 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.
 - 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 when 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 or care provider.
 - ii. Provide financial assistance to stabilize the client's housing situation.

IV. COUNTY RESPONSIBILITIES

- A. The Department shall be responsible for:
 1. Identifying eligible APS referrals or clients.
 2. Meeting with SUBRECIPIENT monthly (or more frequently, if necessary) to exchange pertinent information, resolve issues, and work together to coordinate services in the best interest of the participant.
 3. Providing the SUBRECIPIENT with APS and IHSS training modules to support the growth and knowledge of SUBRECIPIENT's staff.
 4. Coordinating with SUBRECIPIENT for job shadowing of APS and IHSS staff.
 5. Scheduling and coordinating warm handoffs of clients to Home Safe case managers upon referral. The case manager should stay during the intake meeting.
 6. Providing a Public Health Nurse for health and medication questions.

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 after exiting the program.
2. 80% of clients that complete Home Safe will remain stably housed at 12 months after exiting the program.
3. 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.
4. 75% of Home Safe participants needing mental health services will be engaged in counseling provided by WestCare or a community-based partner (excluding those who decline services).
5. 75% of Home Safe participants who need a primary care doctor will acquire one.
6. 85% of Home Safe participants needing insurance apply for Medi-Cal or other health insurance.
7. 85% of Home Safe participants who need ongoing IHSS support apply for the program (and of those approved, 100% receive support in hiring a provider — this does not require the client to successfully hire a provider).

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 needed and received by recipients.
3. Data to support information requests from the State.

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

Personnel Costs	\$106,564.00
Case Manager	\$36,400.00
Case Manager	\$36,400.00
Program Director	\$13,000.00
Benefits	\$20,764.00
Operations	\$69,615.96
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
Direct Financial Assistance & Client Supports	\$68,000.00
Indirect Costs	\$47,605.04
TOTAL PER PERIOD	\$291,785.00

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 SERVICES: Homeless Prevention for Adult Protective
 Services Clients
 TELEPHONE: 559-251-4800
 CONTACT: Shawn Jenkins, Senior Vice President
 EMAIL: shawn.jenkins@WestCare.com
 CONTRACT PERIODS: July 1, 2020 – June 30, 2021 (\$291,785)
 July 1, 2021 – June 30, 2022 (\$291,785)

Personnel Costs	\$121,864.00
Case Manager	\$42,540.00
Case Manager	\$42,540.00
Program Director	\$13,000.00
Benefits	\$23,784.00
Operations	\$61,299.96
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
Direct Financial Assistance & Client Supports	\$68,000.00
Indirect Costs	\$40,621.04
TOTAL PER PERIOD	\$291,785.00

ORGANIZATION: WestCare California, Inc
 ADDRESS: P.O. Box 12107, Fresno, CA 93776
 SERVICES: Homeless Prevention for Adult Protective Services Clients
 TELEPHONE: 559-251-4800
 CONTACT: Shawn Jenkins, Senior Vice President
 EMAIL: shawn.jenkins@WestCare.com
 CONTRACT PERIOD: July 1, 2022 – June 30, 2024 (\$2,726,128)*

Personnel Costs	\$899,184.00
Program Director (0.2 FTE)	\$27,200.00
Program Manager (1.0 FTE)	\$128,400.00
Health Care Navigator (1.0 FTE)	\$108,160.00
Family Counselor (1.0 FTE)	\$190,760.00
Clinical Director (0.05 FTE)	\$20,000.00
Case Managers (2.75 FTE)	\$263,120.00
Benefits	\$161,544.00
Operations	\$185,396.00
Telephone	\$600.00
Cell Phones	\$8,352.00
Internet	\$5,762.00
Utilities	\$14,000.00
Copier Lease	\$600.00
Staff Training	\$7,200.00
Printing / Duplication	\$1,000.00
Facility Repairs / Maintenance	\$4,042.00
Property / Liability Insurance	\$8,640.00
Office Supplies / Consumables	\$7,200.00
4 Laptops, Monitors, & Desks	\$35,240.00
Vehicle Leases	\$38,400.00
Van Lease	\$28,800.00
Vehicle Fuel / Maintenance	\$14,760.00
Vehicle Insurance	\$10,800.00
Direct Financial Assistance & Client Supports	\$1,079,014.00
Indirect	\$562,534.00
TOTAL MAXIMUM COMPENSATION FOR PERIOD	\$2,726,128.00

* Any funds unspent from July 1, 2022 to June 30, 2023 may be utilized through June 30, 2024.