

1 **SERVICE AGREEMENT**

2 This Service Agreement (“Agreement”) is dated \_\_\_\_\_ and is between  
3 Housing Authority of the City of Fresno, a California public body corporate and politic  
4 (“Contractor”), whose address is 1331 Fulton Street, Fresno CA 93721, and the County of  
5 Fresno, a political subdivision of the State of California (“County”).

6 **Recitals**

7 The County administers funding from various sources, each with the requirement to  
8 organize data through a single Homeless Management Information System (HMIS) pursuant to  
9 Assembly Bill 977.

10 A. The County continues to have a significant population of homeless and housing insecure  
11 families and a need for an HMIS. The County’s homelessness response uses data from the  
12 HMIS. The County and specified vendors require HMIS training, licensing, reporting and  
13 technical support.

14 B. The Department of Housing and Urban Development requires a single entity to oversee  
15 the HMIS for a continuum of care, and for the Fresno Madera Continuum of Care region.  
16 Contractor is the only entity authorized to facilitate HMIS services in the Fresno Madera  
17 Continuum of Care.

18 C. The County, through DSS has entered into agreements for Homeless Housing  
19 Assistance and Prevention (HHAP) grant funds awarded County and the Fresno Madera  
20 Continuum of Care with the State of California (Agreement No.23-HHAP10021, Exhibit A),  
21 copies of which are attached and incorporated herein by this reference. Services provided by  
22 Subrecipient under this Agreement shall be funded with HHAP funding and, therefore,  
23 Subrecipient shall be aware of, agree to, and comply with all State requirements governing use  
24 of the HHAP funds, and all conditions in Exhibit A. Failure to comply with these requirements  
25 and conditions may result in termination of this Agreement pursuant to Article Six (6) of this  
26 Agreement

27 D. Services provided by Contractor under this Agreement shall be funded with Subsequent  
28 rounds of HHAP funding, not yet awarded. Once funding is awarded, agreements executed by

1 the State of California and the County of Fresno shall be provided to the Contractor shall be  
2 subject to requirements of subsequent agreements as noted in Section C above.

3 E. The County has previously partnered with the Contractor who has expertise and is willing  
4 to provide said services pursuant to the terms and conditions of this Agreement. The parties  
5 therefore agree as follows:

6 **Article 1**

7 **Contractor's Services**

8 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in  
9 Exhibit B to this Agreement, titled "Scope of Services," and pursuant to the expenses detailed in  
10 Exhibit C, titled "Compensation."

11 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and  
12 able to perform all of the services provided in this Agreement.

13 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all  
14 applicable federal, state, and local laws and regulations in the performance of its obligations  
15 under this Agreement, including but not limited to workers compensation, labor, and  
16 confidentiality laws and regulations.

17 **Article 2**

18 **County's Responsibilities**

19 2.1 The County shall meet all obligations provided in Exhibit B to this Agreement, titled  
20 "Scope of Services."

21 **Article 3**

22 **Compensation, Invoices, and Payments**

23 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
24 the performance of its services under this Agreement as described in Exhibit C to this  
25 Agreement, titled "Compensation."

26 3.2 The services provided by the Contractor under this Agreement are funded in whole  
27 or in part by the State of California and/or the United States Federal government. In the event  
28 that funding for these services is delayed by the State Controller or the Federal government, the

1 County may defer payment to the Contractor. The amount of the deferred payment shall not  
2 exceed the amount of funding delayed to the County. The period of time of the deferral by the  
3 County shall not exceed the period of time of the State Controller's or Federal government's  
4 delay of payment to County plus forty-five (45) days.

5 **3.3 Maximum Compensation.** In no event shall compensation paid for services  
6 performed under this Agreement be in excess of Two Hundred Thirty-Five Thousand and  
7 no/100 (\$235,000) for the entire term of this Agreement.

8 **3.4** The Contractor acknowledges that the County is a local government entity, and does  
9 so with notice that the County's powers are limited by the California Constitution and by State  
10 law, and with notice that the Contractor may receive compensation under this Agreement only  
11 for services performed according to the terms of this Agreement and while this Agreement is in  
12 effect, and subject to the maximum amount payable under this section. The Contractor further  
13 acknowledges that County employees have no authority to pay the Contractor except as  
14 expressly provided in this Agreement.

15 **3.5 Invoices.** The Contractor shall submit monthly invoices in attention to Staff Analyst  
16 to: [DSSInvoices@fresnocountyca.gov](mailto:DSSInvoices@fresnocountyca.gov). The Contractor shall submit each invoice within 30 days  
17 following the month in which expenses were incurred and services rendered, and in any case  
18 within 60 days after the end of the term or termination of this Agreement. Contractor shall  
19 submit invoices to the County each month with a detailed general ledger (GL), itemizing costs  
20 incurred in the previous month, along with supporting documentation of costs. Failure to submit  
21 GL reports and supporting documentation shall be deemed sufficient cause for County to  
22 withhold payments until there is compliance, as further described in Section 3.7 herein.  
23 Supporting documentation shall include but is not limited to receipts, invoices received, and  
24 documented administrative / overhead costs. No reimbursement for services shall be made until  
25 invoices, reports and outcomes are received, reviewed and approved by County's DSS. Proof of  
26 payment may be required for certain funding streams and will be made available by the  
27 Contractor as requested by the County.

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1 (A) A notice delivered by personal service is effective upon service to the recipient.

2 (B) A notice delivered by first-class United States mail is effective three County  
3 business days after deposit in the United States mail, postage prepaid, addressed to the  
4 recipient.

5 (C) A notice delivered by an overnight commercial courier service is effective one  
6 County business day after deposit with the overnight commercial courier service,  
7 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to  
8 the recipient.

9 (D) A notice delivered by telephonic facsimile transmission or by PDF document  
10 attached to an email is effective when transmission to the recipient is completed (but, if  
11 such transmission is completed outside of County business hours, then such delivery is  
12 deemed to be effective at the next beginning of a County business day), provided that  
13 the sender maintains a machine record of the completed transmission.

14 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,  
15 nothing in this Agreement establishes, waives, or modifies any claims presentation  
16 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
17 of Title 1 of the Government Code, beginning with section 810).

## 18 **Article 6**

### 19 **Termination and Suspension**

20 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are  
21 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
22 are not allocated, then the County, upon at least 30 days' advance written notice to the  
23 Contractor, may:

24 (A) Modify the services provided by the Contractor under this Agreement; or

25 (B) Terminate this Agreement.

### 26 **6.2 Termination for Breach.**

27 (A) Upon determining that a breach (as defined in paragraph (C) below) has  
28 occurred, the County may give written notice of the breach to the Contractor. The written

1 notice may suspend performance under this Agreement, and must provide at least 30  
2 days for the Contractor to cure the breach.

3 (B) If the Contractor fails to cure the breach to the County's satisfaction within the  
4 time stated in the written notice, the County may terminate this Agreement immediately.

5 (C) For purposes of this section, a breach occurs when, in the determination of the  
6 County, the Contractor has:

- 7 (1) Obtained or used funds illegally or improperly;
- 8 (2) Failed to comply with any part of this Agreement;
- 9 (3) Submitted a substantially incorrect or incomplete report to the County; or
- 10 (4) Improperly performed any of its obligations under this Agreement.

11 **6.3 Termination without Cause.** In circumstances other than those set forth above, the  
12 County or Contractor may terminate this Agreement by giving at least 30 days advance written  
13 notice to the Contractor.

14 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County  
15 under this Article 6 is without penalty to or further obligation of the County.

16 **6.5 County's Rights upon Termination.** Upon termination for breach under this Article  
17 6, the County may demand repayment by the Contractor of any monies disbursed to the  
18 Contractor under this Agreement that, in the County's sole judgment, were not expended in  
19 compliance with this Agreement. The Contractor shall promptly refund all such monies upon  
20 demand. This section survives the termination of this Agreement.

## 21 **Article 7**

### 22 **Independent Contractor**

23 **7.1 Status.** In performing under this Agreement, the Contractor, including its officers,  
24 agents, employees, and volunteers, is at all times acting and performing as an independent  
25 Contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
26 venturer, partner, or associate of the County.

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1 **Article 10**

2 **Inspections, Audits, Record Maintenance, and Public Records**

3 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
4 the County may examine at any time during business hours and as often as the County deems  
5 necessary, all of the Contractor's records and data with respect to the matters covered by this  
6 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon  
7 request by the County, permit the County to audit and inspect all of such records and data to  
8 ensure the Contractor's compliance with the terms of this Agreement.

9 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
10 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
11 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
12 years after final payment under this Agreement. This section survives the termination of this  
13 Agreement.

14 10.3 **Single Audit Clause.** If Contractor expends One Million Dollars (\$1,000,000) or  
15 more in Federal and Federal flow-through monies annually, Contractor agrees to conduct an  
16 annual audit in accordance with the requirements of the Single Audit Standards as set forth in  
17 Office of Management and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200.  
18 Contractor shall submit said audit and management letter to County. The audit must include a  
19 statement of findings or a statement that there were no findings. If there were negative findings,  
20 Contractor must include a corrective action signed by an authorized individual. Contractor  
21 agrees to take action to correct any material non-compliance or weakness found as a result of  
22 such audit. Such audit shall be delivered to County's DSS, Administration, for review within nine  
23 (9) months of the end of any fiscal year in which funds were expended and/or received for the  
24 program. Failure to perform the requisite audit functions as required by this Agreement may  
25 result in County performing the necessary audit tasks, or at County's option, contracting with a  
26 public accountant to perform said audit, or, may result in the inability of County to enter into  
27 future agreements with Contractor. All audit costs related to this Agreement are the sole  
28 responsibility of Contractor.

1       **10.4 Program Audit Requirements.** A single audit report is not applicable if all  
2 Contractor's Federal contracts do not exceed the One Million Dollars (\$1,000,000) requirement  
3 or Contractor's funding is through Drug related Medi-Cal. If a single audit is not applicable, a  
4 program audit must be performed and a program audit report with management letter shall be  
5 submitted by Contractor to County as a minimum requirement to attest to Contractor's solvency.  
6 Said audit report shall be delivered to County's DSS, Administration, for review no later than  
7 nine (9) months after the close of the fiscal year in which the funds supplied through this  
8 Agreement are expended. Failure to comply with this Act may result in County performing the  
9 necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit  
10 costs related to this Agreement are the sole responsibility of Contractor who agrees to take  
11 corrective action to eliminate any material noncompliance or weakness found as a result of such  
12 audit. Audit work performed by County under this paragraph shall be billed to the Contractor at  
13 County cost, as determined by County's Auditor-Controller/Treasurer-Tax Collector.

14       **10.5 Record Establishment and Maintenance.** Contractor shall establish and maintain  
15 records in accordance with those requirements prescribed by County, with respect to all matters  
16 covered by this Agreement. Contractor shall retain all fiscal books, account records and client  
17 files for services performed under this Agreement for at least five (5) years from date of final  
18 payment under this Agreement or until all State and Federal audits are completed for that fiscal  
19 year, whichever is later.

20               (A) Cost Documentation. Contractor agrees to maintain records to verify costs under  
21 this Agreement including a General Ledger, properly executed payrolls, time records,  
22 invoices, vouchers, orders, proof of payment, and any other accounting documents  
23 pertaining in whole or in part to this Agreement and they shall be clearly identified and  
24 readily accessible. The support documentation must indicate the line budget account  
25 number to which the cost is charged.

26               (B) Service Documentation. Contractor agrees to maintain records to verify services  
27 under this Agreement including names and addresses of clients served, if applicable,  
28 and the dates of service and a description of services provided on each occasion. These

1 records and any other documents pertaining in whole or in part to this Agreement shall  
2 be clearly identified and readily accessible.

3 (C) County shall notify Contractor in writing within thirty (30) days of any potential  
4 State or Federal audit exception discovered during an examination. Where findings  
5 indicate that program requirements are not being met and State or Federal participation  
6 in this program may be imperiled in the event that corrections are not accomplished by  
7 Contractor within thirty (30) days of receipt of such notice from County, written  
8 notification thereof shall constitute County's intent to terminate this Agreement

9 **10.6 Public Records.** The County is not limited in any manner with respect to its public  
10 disclosure of this Agreement or any record or data that the Contractor may provide to the  
11 County. The County's public disclosure of this Agreement or any record or data that the  
12 Contractor may provide to the County may include but is not limited to the following:

13 (A) The County may voluntarily, or upon request by any member of the public or  
14 governmental agency, disclose this Agreement to the public or such governmental  
15 agency.

16 (B) The County may voluntarily, or upon request by any member of the public or  
17 governmental agency, disclose to the public or such governmental agency any record or  
18 data that the Contractor may provide to the County, unless such disclosure is prohibited  
19 by court order.

20 (C) This Agreement, and any record or data that the Contractor may provide to the  
21 County, is subject to public disclosure under the Ralph M. Brown Act (California  
22 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

23 (D) This Agreement, and any record or data that the Contractor may provide to the  
24 County, is subject to public disclosure as a public record under the California Public  
25 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning  
26 with section 6250) ("CPRA").

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1 (E) This Agreement, and any record or data that the Contractor may provide to the  
2 County, is subject to public disclosure as information concerning the conduct of the  
3 people's business of the State of California under California Constitution, Article 1,  
4 section 3, subdivision (b).

5 (F) Any marking of confidentiality or restricted access upon or otherwise made with  
6 respect to any record or data that the Contractor may provide to the County shall be  
7 disregarded and have no effect on the County's right or duty to disclose to the public or  
8 governmental agency any such record or data.

9 (G) Notwithstanding sections A-F above, any information protected by law shall not  
10 be subject to public disclosure.

11 **10.7 Public Records Act Requests.** If the County receives a written or oral request  
12 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,  
13 and which the County has a right, under any provision of this Agreement or applicable law, to  
14 possess or control, then the County may demand, in writing, that the Contractor deliver to the  
15 County, for purposes of public disclosure, the requested records that may be in the possession  
16 or control of the Contractor. Within five business days after the County's demand, the  
17 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's  
18 possession or control, together with a written statement that the Contractor, after conducting a  
19 diligent search, has produced all requested records that are in the Contractor's possession or  
20 control, or (b) provide to the County a written statement that the Contractor, after conducting a  
21 diligent search, does not possess or control any of the requested records. The Contractor shall  
22 cooperate with the County with respect to any County demand for such records. If the  
23 Contractor wishes to assert that any specific record or data is exempt from disclosure under the  
24 CPRA or other applicable law, it must deliver the record or data to the County and assert the  
25 exemption by citation to specific legal authority within the written statement that it provides to  
26 the County under this section. The Contractor's assertion of any exemption from disclosure is  
27 not binding on the County, but the County will give at least 10 days' advance written notice to  
28 the Contractor before disclosing any record subject to the Contractor's assertion of exemption

1 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs  
2 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,  
3 failure to produce any such records, or failure to cooperate with the County with respect to any  
4 County demand for any such records.

## 5 **Article 11**

### 6 **Disclosure of Self-Dealing Transactions and Conflict of Interest**

7 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,  
8 or changes its status to operate as a corporation.

9 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a  
10 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
11 "Self-Dealing Transaction Disclosure Form" (Exhibit E to this Agreement) and submitting it to the  
12 County before commencing the transaction or immediately after.

13 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is  
14 a party and in which one or more of its directors, as an individual, has a material financial  
15 interest.

16 11.4 **Conflict of Interest.** No officer, employee or agent of the County who exercises any  
17 function or responsibility for planning and carrying out of the services provided under this  
18 Agreement shall have any direct or indirect personal financial interest in this Agreement. In  
19 addition, no employee of the County shall be employed by the Contractor under this Agreement  
20 to fulfill any contractual obligations with the County. The Contractor shall comply with all  
21 Federal, State of California and local conflict of interest laws, statutes and regulations, which  
22 shall be applicable to all parties and beneficiaries under this Agreement and any officer,  
23 employee or agent of the County.

## 24 **Article 12**

### 25 **Confidentiality and Data Security**

26 All services performed by Contractor under this Agreement shall be in strict conformance  
27 with all applicable Federal, State of California and/or local laws and regulations relating to  
28 confidentiality. For the purpose of preventing the potential loss, misappropriation or inadvertent

1 disclosure of County data including sensitive or personal client information; abuse of County  
2 resources; and/or disruption to County operations, individuals and/or agencies that enter into a  
3 contractual relationship with County for the purpose of providing services under this Agreement  
4 must employ adequate data security measures to protect the confidential information provided  
5 to Contractor by County, including but not limited to the following:

6 (A) Contractor-Owned Mobile/Wireless/Handheld Devices may not be connected to  
7 County networks via personally owned mobile, wireless or handheld devices, except  
8 when authorized by County for telecommuting and then only if virus protection software  
9 currency agreements are in place, and if a secure connection is used.

10 (B) Contractor-Owned Computers or Computer Peripherals may not be brought into  
11 County for use, including and not limited to mobile storage devices, without prior  
12 authorization from County's Chief Information Officer or their designee. Data must be  
13 stored on a secure server approved by County and transferred by means of a VPN  
14 (Virtual Private Network) connection, or another type of secure connection of this type if  
15 any data is approved to be transferred.

16 (C) County-Owned Computer Equipment – Contractor or anyone having an  
17 employment relationship with County may not use County computers or computer  
18 peripherals on non-County premises without prior authorization from County's Chief  
19 Information Officer or their designee.

20 (D) Contractor may not store County's private, confidential or sensitive data on any  
21 hard-disk drive.

22 (E) Contractor is responsible to employ strict controls to ensure the integrity and  
23 security of County's confidential information and to prevent unauthorized access to data  
24 maintained in computer files, program documentation, data processing systems, data  
25 files and data processing equipment which stores or processes County data internally  
26 and externally.

27 (F) Confidential client information transmitted to one party by the other by means of  
28 electronic transmissions must be encrypted according to Advanced Encryption

1 Standards (AES) of 128 BIT or higher. Additionally, a password or pass phrase must be  
2 utilized.

3 (G) Contractor is responsible to immediately notify County of any breaches or  
4 potential breaches of security related to County's confidential information, data  
5 maintained in computer files, program documentation, data processing systems, data  
6 files and data processing equipment which stores or processes County data internally or  
7 externally.

8 (H) Contractor shall require its subcontractors to comply with the provisions of this  
9 Data Security section.

### 10 **Article 13**

#### 11 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-** 12 **Lower Tier Covered Transactions.**

13 13.1 County and Contractor recognize that Contractor is a recipient of State or Federal  
14 assistance funds under the terms of this Agreement. By signing this Agreement, Contractor  
15 agrees to comply with applicable Federal suspension and debarment regulations, including but  
16 not limited to: 7 CFR 3016.35, 29 CRF 97.35, 45 CFR 92.35, and Executive Order 12549. By  
17 signing this Agreement, Contractor attests to the best of its knowledge and belief, that it and its  
18 principals:

19 (A) Are not presently debarred, suspended, proposed for debarment, declared  
20 ineligible, or voluntarily excluded from participation in this transaction by any Federal  
21 department or agency; and

22 (B) Shall not knowingly enter into any lower tier covered transaction with an entity or  
23 person who is debarred, suspended, proposed for debarment, declared ineligible, or  
24 voluntarily excluded from participation in this transaction by any Federal department or  
25 agency.

26 (C) Contractor shall provide immediate written notice to County if at any time during  
27 the term of this Agreement Contractor learns that the representations it makes above  
28 were erroneous when made or have become erroneous by reason of changed

1 circumstances.

2 13.2 Contractor shall include a clause titled “Certification Regarding Debarment,  
3 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions” and  
4 similar in nature to this Article Thirteen (13) in all lower tier covered transactions and in all  
5 solicitations for lower tier covered transactions.

6 13.3 Contractor shall, prior to soliciting or purchasing goods and services in excess of  
7 \$25,000 funded by this Agreement, review and retain the proposed vendor’s suspension and  
8 debarment status at <https://sam.gov/SAM/>.

9 13.4 The certification in Article Thirteen (13) of this Agreement is a material representation  
10 of fact upon which County relied in entering into this Agreement.

## 11 **Article 14**

### 12 **General Terms**

13 14.1 **Modification.** Except as provided in Article 6, “Termination and Suspension,” this  
14 Agreement may not be modified, and no waiver is effective, except by written consent by both  
15 parties. The Contractor acknowledges that County employees have no authority to modify this  
16 Agreement except as expressly provided in this Agreement.

17 (A) Changes to line items in the Exhibit C, Compensation, in an amount not to  
18 exceed 10% of the maximum annual compensation payable to the Contractor may be  
19 made with the written approval of County’s DSS Director or their designee. Said  
20 modifications shall not result in any changes to the maximum compensation amount  
21 payable to Contractor, as stated in this Agreement.

22 (B) Contractor agrees that reductions to the maximum compensation set forth under  
23 Article Three (3) of this Agreement may be necessitated by a reduction in funding from  
24 State or Federal sources. Any such reduction to the maximum compensation may be  
25 made with the written approval of County’s DSS Director or their designee and  
26 Contractor. Contractor further understands that this Agreement is subject to any  
27 restriction, limitations, or enactments of all legislative bodies which affect the provisions,  
28 term, or funding of this Agreement in any manner. If the parties do not provide written

1 approval for modification due to reduced funding, this Agreement may be terminated in  
2 accordance with Section 6.1 above.

3 14.2 **Contractor's Name Change.** An amendment, assignment, or new agreement is  
4 required to change the name of Contractor as listed on this Agreement. Upon receipt of legal  
5 documentation of the name change, County will process the agreement. Payment of invoices  
6 presented with a new name cannot be paid prior to approval of said agreement.

7 14.3 **Public Information.** Contractor shall disclose County as a funding source in all  
8 public information and program materials developed in support of contracted services.

9 14.4 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
10 under this Agreement without the prior written consent of the other party. Any transferee,  
11 assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all  
12 applicable State and Federal regulations. Contractor shall be held primarily responsible by  
13 County for the performance of any transferee, assignee or subcontractor unless otherwise  
14 expressly agreed to in writing by County. The use of subcontractor by Contractor shall not  
15 entitle Contractor to any additional compensation than provided for under this Agreement.

16 14.5 **Governing Law.** The laws of the State of California govern all matters arising from  
17 or related to this Agreement.

18 14.6 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
19 County, California. Contractor consents to California jurisdiction for actions arising from or  
20 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
21 brought and maintained in Fresno County.

22 14.7 **Construction.** The final form of this Agreement is the result of the parties' combined  
23 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
24 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
25 against either party.

26 14.8 **Days.** Unless otherwise specified, "days" means calendar days.

27 14.9 **Headings.** The headings and section titles in this Agreement are for convenience  
28 only and are not part of this Agreement.

1       14.10 **Severability.** If anything in this Agreement is found by a court of competent  
2 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
3 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
4 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
5 intent.

6       14.11 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
7 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
8 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
9 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
10 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
11 all applicable State of California and federal statutes and regulation.

12           (A) Domestic Partners and Gender Identity. For State fund-funded contracts of  
13 \$100,000 or more, Contractor certifies that it complies with Public Contract Code Section  
14 10295.3.

15           (B) Americans with Disabilities Act. Contractor shall comply with the Americans with  
16 Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as  
17 well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C.  
18 12101 et seq.).

19           (C) Contractor shall include the non-discrimination and compliance provisions of this  
20 section in all subcontracts to perform work under this Agreement.

21       14.12 **Limited English Proficiency.** Contractor shall provide interpreting and translation  
22 services to persons participating in Contractor's services who have limited or no English  
23 language proficiency, including services to persons who are deaf or blind. Interpreter and  
24 translation services shall be provided as necessary to allow such participants meaningful  
25 access to the programs, services and benefits provided by Contractor. Interpreter and  
26 translation services, including translation of Contractor's "vital documents" (those documents  
27 that contain information that is critical for accessing Contractor's services or are required by law)  
28 shall be provided to participants at no cost to the participant. Contractor shall ensure that any

1 employees, agents, subcontractors, or partners who interpret or translate for a program  
2 participant, or who directly communicate with a program participant in a language other than  
3 English, demonstrate proficiency in the participant's language and can effectively communicate  
4 any specialized terms and concepts peculiar to contractor's services.

5 **14.13 Drug-Free Workplace Requirements.** For purposes of this paragraph, Contractor  
6 will be referred to as the "grantee". By drawing funds against this grant award, the grantee is  
7 providing the certification that it is required by regulations implementing the Drug-Free  
8 Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations require certification by  
9 grantees that they will maintain a drug-free workplace. False certification or violation of the  
10 certification shall be grounds for suspension of payments, suspension or termination of grants,  
11 or government wide suspension or debarment. Contractor shall also comply with the  
12 requirements of the Drug-Free Workplace Act of 1990 (California Government Code section  
13 8350 et seq.).

14 **14.14 Grievances.** Contractor shall establish procedures for handling client complaints  
15 and/or grievances. Such procedures will include provisions for informing clients of their rights to  
16 a State Hearing to resolve such issues when appropriate.

17 **14.15 Lobbying and Political Activity.** None of the funds provided under this Agreement  
18 shall be used for publicity, lobbying or propaganda purposes designed to support or defeat  
19 legislation pending in the Congress of the United States of America or the Legislature of the  
20 State of California. Contractor shall not directly or indirectly use any of the funds under this  
21 Agreement for any political activity or to further the election or defeat of any candidate for public  
22 office.

23 **14.16 Clean Air Act and the Federal Water Pollution Control Act.** If the compensation  
24 to be paid by the County under this Agreement exceeds One Hundred Fifty Thousand and  
25 No/100 Dollars (\$150,000) of Federal funding, Contractor agrees to comply with all applicable  
26 standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q)  
27 and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations  
28 must be reported to the Federal awarding agency and the Regional Office of the Environmental

1 Protection Agency (EPA).

2       **14.17 Procurement of Recovered Materials.** If compensation to be paid by the County  
3 under this Agreement is funded in whole or in part with Federal funding, In the performance of  
4 this Agreement, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as  
5 amended by the Resource Conservation and Recovery Act. The requirements of Section 6002  
6 include procuring only items designated in guidelines of the Environmental Protection Agency  
7 (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials  
8 practicable, consistent with maintaining a satisfactory level of competition, where the purchase  
9 price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding  
10 fiscal year exceeded \$10,000; procuring solid waste management services in a manner that  
11 maximizes energy and resource recovery; and establishing an affirmative procurement program  
12 for procurement of recovered materials identified in the EPA guidelines.

13       **14.18 No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
14 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
15 performance of any continuing or other obligation of the Contractor and does not prohibit  
16 enforcement by the County of any obligation on any other occasion.

17       **14.19 Child Support Compliance Act.** If compensation to be paid by the County under  
18 this Agreement includes State funding in excess of \$100,000, the Contractor acknowledges in  
19 accordance with Public Contract Code 7110, that:

20               (A) Contractor recognizes the importance of child and family support obligations and  
21 shall fully comply with all applicable state and federal laws relating to child and family  
22 support enforcement, including, but not limited to, disclosure of information and  
23 compliance with earnings assignment orders, as provided in Chapter 8 (commencing  
24 with section 5200) of Part 5 of Division 9 of the Family Code; and

25 Contractor to the best of its knowledge is fully complying with the earnings assignment orders of  
26 all employees and is providing the names of all new employees to the New Hire Registry  
27 maintained by the California Employment Development Department.

28 ///

1       14.20 **Priority Hiring Considerations.** If compensation to be paid by the County under this  
2 Agreement includes State funding and services in excess of \$200,000, Contractor shall give  
3 priority consideration in filling vacancies in positions funded by the Agreement to qualified  
4 recipients of aid under Welfare and Institutions Code Section 11200, in accordance with Public  
5 Contract Code Section 10353.

6       14.21 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
7 between the Contractor and the County with respect to the subject matter of this Agreement,  
8 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
9 publications, and understandings of any nature unless those things are expressly included in  
10 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
11 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
12 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
13 exhibits.

14       14.22 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
15 create any rights or obligations for any person or entity except for the parties.

16       14.23 **Authorized Signature.** The Contractor represents and warrants to the County that:

17               (A) The Contractor is duly authorized and empowered to sign and perform its  
18 obligations under this Agreement.

19               (B) The individual signing this Agreement on behalf of the Contractor is duly  
20 authorized to do so and his or her signature on this Agreement legally binds the  
21 Contractor to the terms of this Agreement.

22       14.24 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
23 electronic signature as provided in this section.

24               (A) An “electronic signature” means any symbol or process intended by an individual  
25 signing this Agreement to represent their signature, including but not limited to (1) a  
26 digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
27 electronically scanned and transmitted (for example by PDF document) version of an  
28 original handwritten signature.

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

6 (C) The provisions of this section satisfy the requirements of Civil Code section  
7 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
8 Part 2, Title 2.5, beginning with section 1633.1).

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

13 (E) This Agreement is not conditioned upon the parties conducting the transactions  
14 under it by electronic means and either party may sign this Agreement with an original  
15 handwritten signature.

16 14.25 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
17 original, and all of which together constitute this Agreement.

18 [SIGNATURE PAGE FOLLOWS]  
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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 Housing Authority of the City of Fresno County of Fresno

3

4 *Tyrone Roderick Williams*  
5 Tyrone Roderick Williams, Chief Executive  
Officer

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

6 1331Fulton Street  
7 Fresno, CA 93721

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

8

9

By: \_\_\_\_\_  
Deputy

10

11 For accounting use only:

12 Org No.:56107114  
13 Account No.:7295  
Fund No.: 0001  
Subclass No.: 10000

14 Org No.:56107001  
15 Account No.: 7295  
Fund No.: 0001  
16 Subclass No.: 10000

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# Exhibit A

SCO ID:

Agreement No. 23-378

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

## STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER  
23-HHAP-10021

PURCHASING AUTHORITY NUMBER (If Applicable)  
010725

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

Fresno County

2. The term of this Agreement is:

START DATE

Upon BCSH approval

THROUGH END DATE

12/31/2027

3. The maximum amount of this Agreement is:

\$10,515,555.24 (Ten Million Five Hundred Fifteen Thousand Five Hundred Fifty Five Dollars and Twenty Four Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Authority, Purpose and Scope of Work	8
Exhibit B	Budget Detail and Disbursement Provisions	3
Exhibit C	General Terms and Conditions	10
+ -	Exhibit D Special Terms and Conditions	2
+ -	Exhibit E State of California General Terms and Conditions	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

### CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Fresno

CONTRACTOR BUSINESS ADDRESS

P.O. Box 1912

CITY

Fresno

STATE

CA

ZIP

93718

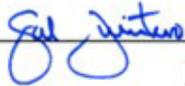
PRINTED NAME OF PERSON SIGNING

Sal Quintero

TITLE

Chairman, County of Fresno Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

7/18/23

ATTEST:

BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By  Deputy

# Exhibit A

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**SCO ID:**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
**STANDARD AGREEMENT**  
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-HHAP-10021	PURCHASING AUTHORITY NUMBER (If Applicable) 010725
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME Business, Consumer Services and Housing Agency			
CONTRACTING AGENCY ADDRESS 500 Capitol Mall, Suite 1850	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Lourdes Castro Ramírez	TITLE Secretary		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

# Exhibit A

County of Fresno  
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Page 1 of 24

## Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4) Standard Agreement Contract for Funds

### EXHIBIT A

#### AUTHORITY, PURPOSE AND SCOPE OF WORK

##### 1) Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program Round 4 ("HHAP-4" or "Program") pursuant to Chapter 6 (commencing with Health and Safety Code (HSC) section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Interagency Council on Homelessness ("Cal ICH") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP-4 provides flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous Cal ICH grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This Standard Agreement/Contract for Funds along with all its exhibits ("Agreement") is entered into by Cal ICH and a Continuum of Care, a city, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, and the requirements appearing in the statutory authority for the Program cited above.

##### 2) Purpose

The general purpose of the Program is to (1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (Chapter 6 (commencing with HSC section 50216)).

This funding shall:

- a) Continue to build regional collaboration between continuums of care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness.

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# Exhibit A

County of Fresno  
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- b) Be paired strategically with other local, state, and federal funds provided to address homelessness in order to achieve maximum impact. Grantees of this funding are encouraged to reference Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness to assist in using funding strategically for their planning efforts in the delivery of services to people experiencing homelessness in the community.
- c) Be deployed with the goal of reducing the number of people experiencing homelessness in a given region through investing in long-term solutions, such as permanent housing.
- d) Include the State as an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

### 3) Definitions

**The following HHAP-4 program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (r):**

- a) "Agency" means the Business, Consumer Services, and Housing Agency.
- b) "Applicant" means a Continuum of Care, city, county, or tribe.
- c) "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.
- d) "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.
- e) "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

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# Exhibit A

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f) "Council" means the California Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

g) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.

h) "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

i) "Homeless Management Information System" means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

j) "Homeless point-in-time count" means the most recent point-in-time count that requires a sheltered and unsheltered count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations completed by all applicants.

k) "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

l) "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

m) "Jurisdiction" means a city, city that is also a county, county, or Continuum of Care, as defined in this section.

n) "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

o) "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

1) "Round 1" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2019.

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# Exhibit A

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2) "Round 2" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2020.

3) "Round 3" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2021.

4) "Round 4" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2022.

p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges.

q) "Recipient" means a jurisdiction that receives funds from the Cal ICH for the purposes of the program.

r) "Tribe" or "tribal applicant" means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code.

#### **Additional definitions for the purposes of the HHAP-4 program:**

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-4 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP-4 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

#### **4) Scope of Work**

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50218.7, subdivision (e), and section 50220.8, subdivisions (e), (f), and (g), and any other applicable laws.

The Grantee shall expend funds on evidence-based programs serving people experiencing homelessness among eligible populations, including any of the following eligible uses:

- a) Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.
- b) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

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# Exhibit A

County of Fresno  
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- c) Street outreach to assist persons experiencing homelessness to access permanent housing and services.
- d) Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- e) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- f) Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.
- g) Prevention and shelter diversion to permanent housing, including rental subsidies.
- h) Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
  - i) The number of available shelter beds in the city, county, or region served by a Continuum of Care.
  - ii) The number of people experiencing unsheltered homelessness in the homeless point-in-time count.
  - iii) Shelter vacancy rate in the summer and winter months.
  - iv) Percentage of exits from emergency shelters to permanent housing solutions.
  - v) A plan to connect residents to permanent housing.
  - vi) Any new interim sheltering funded by HHAP-4 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters.
- i) Improvements to existing emergency shelters to lower barriers and increase privacy.

In addition to the eligible uses described above, the Grantee's expenditure of its entire HHAP-4 allocation must also comply with the following:

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- a) At least 10 percent of the funds shall be spent on services for homeless youth populations.
- b) Not more than 7 percent of funds may be used for administrative costs incurred by the city, county, or continuum of care to administer its program allocation. For purposes of this Agreement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

## 5) Cal ICH Contract Coordinator

The Cal ICH's Contract Coordinator for this Agreement is the Council's Grant Director or the Grant Director's designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Cal ICH Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the Council's Grant Director or the Grant Director's designee.

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	County of Fresno
SECTION/UNIT:	California Interagency Council on Homelessness (Cal ICH)	
ADDRESS:	500 Capitol Mall Suite 1850 Sacramento, CA, 95814	P.O. Box 1912 Fresno, CA 93718
CONTRACT COORDINATOR	Jeannie McKendry	Laura Moreno
PHONE NUMBER:	(916) 510-9446	(559) 600-2335
EMAIL ADDRESS:	Jeannie.McKendry@bcsh.ca.gov	lhaga@fresnocountyca.gov

All requests to update the Grantee information listed within this Agreement shall be emailed to the Cal ICH Grants Division general email box at calichgrants@bcsh.ca.gov. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

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## 6) Effective Date, Term of Agreement, and Deadlines

- a) This Agreement is effective upon approval by Cal ICH (indicated by the signature provided by Cal ICH in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties. Funds will be disbursed in accordance with Section 3 of Exhibit B.
- b) This Agreement shall terminate on December 31, 2027.
- c) A grantee shall contractually obligate no less than 75 percent and shall expend no less than 50 percent of their initial (50 percent) HHAP-4 disbursement by May 31, 2025. Upon demonstration by a grantee that it has complied with this requirement and remains on track to meet its outcome goals, as determined by the council pursuant to Health and Safety Code section 50223, the council shall disburse to that recipient the remaining 50 percent of its total HHAP-4 allocation pursuant to Health and Safety Code section 50218.7(a).
  - i) Grantee will demonstrate compliance with these requirements by completing the certification documentation in the form and manner provided by the council.
- d) If a grantee has obligated less than 75 percent or expended less than 50 percent of their initial (50 percent) HHAP-4 disbursement by May 31, 2025, the grantee shall not contractually obligate or expend any remaining portion of its round 4 initial program allocation, and the council shall not allocate to the recipient the remaining 50 percent of its total allocation, unless both of the following occur:
  - i) On or before June 30, 2025, the grantee submits an alternative disbursement plan to Cal ICH that includes an explanation for the delay.
  - ii) Cal ICH approves the alternative disbursement plan.

If Cal ICH cannot approve an alternative disbursement plan, Cal ICH will provide the grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.

If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2026, the funds shall be returned to the Cal ICH to be allocated as bonus awards.
- e) Grantees that do not meet the final expenditure deadlines in Health and Safety Code section 50220.8(k) shall not be eligible for bonus funding.

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County of Fresno  
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- f) All HHAP-4 funds shall be expended by June 30, 2027.
- g) In accordance with Health and Safety Code section 50220.8, subdivision (k), Cal ICH retains the right to require a corrective action plan of grantees that are not on track to fully expend funds by the statutorily required deadline.
- h) Any funds not expended by June 30, 2027, including bonus funds, shall revert to and be paid and deposited in, the General Fund pursuant to Health and Safety Code section 50220.8(p).
- i) The council may request additional information from applicants, as needed, to meet other applicable reporting or audit requirements.
- j) **Bonus Funds:** Health and Safety Code section 50220.8 mandates the following, regarding a recipient's eligibility for Bonus Funding:
  - i) Recipients that do not meet the obligation requirements laid out in Health and Safety Code section 50220.8(k) shall not be eligible for bonus funding;
  - ii) Recipients shall demonstrate no later than June 30, 2025, whether they have successfully met their outcome goals; and
  - iii) Jurisdictions that have not met their outcome goals shall not be eligible for bonus funding and shall accept technical assistance from council staff. In addition, jurisdictions that have not met their outcome goals may also be required to limit allowable uses of program funds, as determined by the Council.
- iv) If recipient receives bonus funding, the bonus funds will be distributed as an amendment to this contract. No additional contract will be executed.

## 7) Special Conditions

Cal ICH reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.

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# Exhibit A

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## Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4) Standard Agreement

### EXHIBIT B

#### BUDGET DETAIL and DISBURSEMENT PROVISIONS

##### 1) Budget Detail & Changes

The Grantee agrees that HHAP-4 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend the HHAP-4 funds on eligible activities as detailed in Health and Safety Code section 50218.7(e) and section 50220.8, subdivisions (e), and (f).

##### 2) General Conditions Prior to Disbursement

All Grantees must submit the following forms prior to HHAP-4 funds being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement form and initialed Exhibits A through F
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

##### 3) Disbursement of Funds

###### **Initial Disbursement**

Fifty percent of a grantee's HHAP-4 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. The Initial disbursement of HHAP-4 funds will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

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# Exhibit A

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## Remainder Disbursement

- a) Cal ICH will disburse the remaining fifty percent of HHAP-4 funds upon demonstration by a Grantee that it has complied with the requirement to contractually obligate and expend a minimum amount of its round 4 program allocation, as described below, and remains on track to meet its outcome goals, as determined by the council pursuant to Section 50223.
  - i) A grantee shall contractually obligate no less than 75 percent and shall expend no less than 50 percent of their initial (50 percent) HHAP-4 disbursement by May 31, 2025. Upon demonstration by a grantee that it has complied with this requirement and remains on track to meet its outcome goals, as determined by the council pursuant to Health and Safety Code section 50223, the council shall disburse to that recipient the remaining 50 percent of its total HHAP-4 allocation pursuant to Health and Safety Code section 50218.7(a).
  - b) If a grantee has obligated less than 75 percent or expended less than 50 percent of their initial disbursement by May 31, 2025, the grantee shall not contractually obligate or expend any remaining portion of its round 4 initial program allocation, and the council shall not allocate to the recipient the remaining 50 percent of its total allocation, unless both of the following occur:
    - i) On or before June 30, 2025, the grantee submits an alternative disbursement plan to Cal ICH that includes an explanation for the delay.
    - ii) Cal ICH approves the alternative disbursement plan. If Cal ICH cannot approve an alternative disbursement plan, Cal ICH will provide the grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.
- 4) If a Grantee is not on track to meet outcome goals, grantee must agree to receive TA from Cal ICH to get back on track with the outcome goals before the Council allocates the remaining 50 percent of a recipient's allocation.

## Bonus Funds Disbursement

If a Grantee qualifies for Bonus Funds pursuant to the requirements laid out in Health and Safety Code section 50220.7, Cal ICH will determine the amount of Bonus Funds the Grantee is eligible for and will disburse these Bonus Funds to the Grantee upon receipt, review and approval of the completed Amended Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. The Bonus Funds disbursement of

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# Exhibit A

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HHAP-4 funds will be allocated in one disbursement via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

## 5) Expenditure of Funds

All HHAP-4 funds must be spent in accordance with Health and Safety Code section 50218.7(e) and section 50220.8, subdivisions (e), and (f), and as described in Exhibit A, Section 4 "Scope of Work".

## 6) Ineligible Costs

a) HHAP-4 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code section 50220.8, subdivisions (e), (f), and (g).

b) Cal ICH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-4 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Cal ICH.

c) An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Cal ICH by the Grantee.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-4 fund expenditures.

d) Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of the grantee and services or housing capacity will be lost as a result of these funds ending, HHAP funds may be used to maintain the service or program. Examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant, such as HEAP.

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## Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4) Standard Agreement

### EXHIBIT C

#### GENERAL TERMS AND CONDITIONS

##### 1) Termination and Sufficiency of Funds

###### a) Termination of Agreement

Cal ICH may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of Cal ICH's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Cal ICH, any unexpended funds received by the Grantee shall be returned to Cal ICH within 30 days of Cal ICH's notice of termination.

###### b) Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to Cal ICH by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

##### 2) Transfers

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit C Section 12 (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of Cal ICH and a formal amendment to this Agreement to affect such subcontract or novation.

##### 3) Grantee's Application for Funds

Grantee has submitted to Cal ICH an application for HHAP-4 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Cal ICH is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be requested through the formal HHAP Budget Modification Request Process and are subject to approval by Cal ICH.

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Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Cal ICH approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Cal ICH may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

#### 4) Reporting/Audits

##### a) **Annual Reports**

By January 1, 2024, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to Cal ICH in a format provided by Cal ICH. Annual Reports will include a request for data on expenditures and people served with HHAP-4 funding, details on specific projects selected for the use of HHAP-4 funding, and data regarding the progress towards outcome goals. If the Grantee fails to provide such documentation, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than October 1, 2027, the Grantee shall submit a final report, in a format provided by Cal ICH, as well as a detailed explanation of all uses of the Program funds.

##### b) **Quarterly Expenditure Reports**

In addition to the annual reports, Cal ICH requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to Cal ICH on a form and method provided by Cal ICH that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information Cal ICH deems appropriate or necessary. If the Grantee fails to provide such documentation, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

##### c) **Reporting Requirements**

i) **Annual Report:** The annual report shall contain detailed information in accordance with Health and Safety Code section 50223, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by Cal ICH:

- (1) Data collection shall include, but not be limited to, information regarding individuals and families served, including demographic information, information regarding partnerships among entities or lack thereof, and participant and regional outcomes.

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(2) The performance monitoring and accountability framework shall include clear metrics, which may include, but are not limited to, the following:

- (a) The number of individual exits to permanent housing, as defined by the United States Department of Housing and Urban Development, from unsheltered environments and interim housing resulting from this funding.
- (b) Racial equity, as defined by the council in consultation with representatives of state and local agencies, service providers, the Legislature, and other stakeholders.
- (c) Any other metrics deemed appropriate by the council and developed in coordination with representatives of state and local agencies, advocates, service providers, and the Legislature.

(3) Data collection and reporting requirements shall support the efficient and effective administration of the program and enable the monitoring of jurisdiction performance and program outcomes.

Data shall include progress towards meeting the grantee's outcome goals. If significant progress toward outcome goals has not been made, the applicant shall:

- (a) Submit a description of barriers and possible solutions to meet those barriers
  - (b) Accept technical assistance from Cal ICH
  - (c) Include the progress towards outcome goals in all subsequent quarterly reports, until significant progress is made as deemed by Cal ICH
- ii) Expenditure Report: The expenditure report shall contain data on expenditures of HHAP-4 funding including but not limited to obligated funds, expended funds, and other funds derived from HHAP-4 funding.
- iii) Final Expenditure Plan: During the final fiscal year of reporting, grantees may be required to include a plan to fully expend HHAP-4 grant funding. This plan must be submitted with the quarterly expenditure report in a format to be provided by Cal ICH.

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- iv) Grantees or their subcontractors must report client data into their local Homeless Management Information Systems (HMIS) pursuant to the requirements of Assembly Bill (AB) 977 (Chapter 397, Statutes of 2021)
- v) Cal ICH may require additional supplemental reporting with written notice to the Grantee.
- vi) Grantee may, at their discretion, fully expend their HHAP-4 allocation prior to the end date of the grant term and will not be required to submit quarterly fiscal reports after the quarter in which their allocation was fully expended.

## d) Auditing

Cal ICH reserves the right to perform or cause to be performed a financial audit. At Cal ICH request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-4 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

- i) The audit shall be performed by an independent certified public accountant.
- ii) The Grantee shall notify Cal ICH of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Cal ICH to the independent auditor's working papers.
- iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Cal ICH for each audit finding within 90 days from the date of the audit finding report.

## 5) Inspection and Retention of Records

### a) Record Inspection

Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and

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Prevention Program laws, the HHAP-4 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.8, subdivision (m), if upon inspection of records Cal ICH identifies noncompliance with grant requirements, Cal ICH retains the right to impose a corrective action plan on the Grantee.

## b) Record Retention

The Grantee further agrees to retain all records described in subparagraph a for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

## c) Public Records Act

The grantees' final HHAP-4 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act.

## 6) Breach and Remedies

### a) Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

- i) Grantee's failure to comply with the terms or conditions of this Agreement.
- ii) Use of, or permitting the use of, HHAP-4 funds provided under this Agreement for any ineligible activities.
- iii) Any failure to comply with the deadlines set forth in this Agreement.

### b) Remedies for Breach of Agreement

In addition to any other remedies that may be available to Cal ICH in law or equity for breach of this Agreement, Cal ICH may:

- i) Bar the Grantee from applying for future HHAP funds;
- ii) Revoke any other existing HHAP-4 award(s) to the Grantee;
- iii) Require the return of any unexpended HHAP-4 funds disbursed under this Agreement;

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- iv) Require repayment of HHAP-4 funds disbursed and expended under this Agreement;
  - v) Require the immediate return to Cal ICH of all funds derived from the use of HHAP-4 funds
  - vi) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-4 requirements.
- c) All remedies available to Cal ICH are cumulative and not exclusive.
- d) Cal ICH may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

## 7) Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Cal ICH to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Cal ICH to enforce these provisions.

## 8) Nondiscrimination

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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## 9) Conflict of Interest

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).
- d) **Representatives of a County:** A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board,

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committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

## 10) Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

- a) Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:
  - i) The dangers of drug abuse in the workplace;
  - ii) Grantee's policy of maintaining a drug-free workplace;
  - iii) Any available counseling, rehabilitation, and employee assistance program; and
  - iv) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.
- b) Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
  - i) Will receive a copy of Grantee's drug-free policy statement, and
  - ii) Will agree to abide by terms of Grantee's condition of employment or subcontract.

## 11) Child Support Compliance Act

For any Contract Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

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- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

## **12) Special Conditions – Grantees/Subgrantee**

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Cal ICH prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-4 funds. Failure to comply with these conditions may result in termination of this Agreement.

- a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:
  - i) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
  - ii) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
  - iii) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.
  - iv) Agree to include all the terms of this Agreement in each subcontract.

## **13) Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-4 program, the Grantee, its subrecipients, and all eligible activities.

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Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Cal ICH upon request.

## 14) Inspections

- a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b) Cal ICH reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

## 15) Litigation

- a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Cal ICH, shall not affect any other provisions of this Agreement and the Initial of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- b) The Grantee shall notify Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Cal ICH, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Cal ICH.

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## Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4) Standard Agreement

### EXHIBIT D

#### SPECIAL TERMS AND CONDITIONS

- 1) All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-4 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-4 funds, must be used for HHAP-4-eligible activities and reported on as required by Cal ICH.
- 2) Per Health and Safety Code section 50220.8 (g), any housing-related activities funded with HHAP-4 funds, including but not limited to emergency shelter (per Health and Safety Code section 50220.8(e)(8)(F)), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-4 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.
- 3) Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-4-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-4 funding (e.g., by creating appropriate HHAP-4-specific funding sources and project codes in HMIS).
- 4) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6 and Welfare and Institutions Code section 8256. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical

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information,” as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

- 5) Grantee agrees to accept technical assistance as directed by Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH and report to Cal ICH on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
- 6) Grantee agrees to demonstrate a commitment to racial equity and, per Health and Safety Code section 50222 (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with Cal ICH, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.
- 7) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

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## Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)

### Standard Agreement

#### EXHIBIT E

#### STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2>

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.

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FOR ACCOUNTING USE ONLY:  
SRF Org: 1132 Homeless Services  
Fund: 0065  
Subclass: 17237  
Account: 3575-State Other

## Exhibit B

### Scope of Services

1  
2 ORGANIZATION: Housing Authority of the City of Fresno  
3 SERVICES: Homeless Management Information System Services  
4 ADDRESS: 1331 Fulton Mall, Fresno CA 93721  
5 TELEPHONE: 559-513-9478  
6 CONTACT: Marcella Lopez-Schmidt  
7 EMAIL: mlopez-schmidt@fresnohousing.org

#### 8 **A. SCOPE OF SERVICES**

9 The Housing Authority of the City of Fresno (Housing Authority) shall provide Homeless  
10 Management Information System (HMIS) services to the County of Fresno (County) and to  
11 the County's specified contractors or subrecipients when requested in writing by County's  
12 Department of Social Services (Department). Services shall include new user initial setup  
13 for HMIS and the HMIS Advanced Reporting Tool, licensing, user training, and technical  
14 support. Housing Authority shall be reimbursed for reasonable and necessary training and  
15 support including support provided by the HMIS vendor, when necessary to accomplish the  
16 goals of the State and Federal-funded programs utilizing HMIS.

#### 17 **B. CONTRACTOR'S RESPONSIBILITIES**

18 The Housing Authority shall provide HMIS services upon written request of the Department  
19 within ten full business days, unless a sooner/later deadline is mutually agreed upon by the  
20 Department and the Housing Authority. Whenever possible and appropriate, training will be  
21 provided in groups to maximize efficiency for both time and cost.

#### 22 **C. COUNTY RESPONSIBILITIES**

23 The Department's designated Staff Analyst shall submit requests to the Housing Authority  
24 for specified services and projections in writing. The request shall include the project name,  
25 vendor, funding source, specific services, desired deadline for completion. Modifications to  
26 requests shall be documented by the Department and revised when written request is  
27 transmitted to the Housing Authority.

28

# Exhibit C

## Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit C. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit C.

Service	Hourly Rate
Fresno Housing Authority Hourly Rate	FY 25-26: \$62 FY 26-27: \$64 FY 27-28: \$66 FY 28-29: \$68 FY 29-30: \$70

Service	Cost	Notes
New Project Setup Custom Report Creation Data Monitoring, Analysis, & Review Training Development HMIS Consulting & Technical Support	FHA Staff Time	As required by program need Rate changes per FY
HMIS Half-Day Training	4 Hours FHA Staff Time (Training) 1 Hour FHA Staff Time (Preparation)	Materials (if any), at cost
HMIS New user initial setup	FHA Staff Time	Once per new user FHA Estimate: 4 Hrs
HMIS User Annual License Fee	\$420 per person*	One license per person, per year
Proportional share of annual license cost to vendor	Not to exceed \$6,180 annually*	Cost per license to recover platform license cost between FHA and software vendor
HMIS Advanced Reporting Tool New User Initial Setup	FHA Staff Time	One or more licenses per entity, per year FHA Estimate: 4 Hrs
HMIS Advanced Reporting Tool Annual License Fee	\$120 per entity*	One or more licenses per entity per year
Consultation and Technical Support Fees from HMIS Vendor for Non-HUD Funded Programs	At cost limited to amount pre-authorized by Department	As required by program needs
<b>Maximum Compensation: \$235,000</b>		

\*These fees are based upon actual software license fees set by the HMIS software vendor. In the event fees modestly increase during the term of this agreement, actual fee's may be paid upon documentation of the increase.

## Exhibit D

### Insurance Requirements

#### 1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.
- (F) **Cyber Liability.** Cyber liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

**Definition of Cyber Risks.** "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under [identify the Article, section, or exhibit containing data security obligations] of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of

## Exhibit D

electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

If the Contractor is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

### 2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the [DSSContractinsurance@fresnocountyca.gov](mailto:DSSContractinsurance@fresnocountyca.gov), Attention: Contract Analyst.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
  - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
  - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
  - (iv) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
  - (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

## Exhibit D

- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors

# Exhibit E

## Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a Contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

### Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

## Exhibit E

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	