

AGREEMENT

THIS AGREEMENT is made and entered into this 25th day of February, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **HOUSING AUTHORITY OF THE CITY OF FRESNO**, a Public Body, whose address is 1331 Fulton Street, Fresno, CA 93721, hereinafter referred to as "SUBRECIPIENT."

WITNESSETH:

WHEREAS, County, through the Department of Social Services (DSS) receives allocation funding from the California Department of Social Services (CDSS) to administer the California Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program, authorized by Senate Bill (SB) 855 (Chapter 29, Statutes of 2014); and

WHEREAS, the COUNTY has a significant population of homeless families who need rapid rehousing assistance; and

WHEREAS, the SUBRECIPIENT is willing and able to provide said rapid rehousing assistance and related supportive services to homeless families.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS

A. SUBRECIPIENT shall perform all services as set forth in Exhibit A, Summary of Services, attached hereto and incorporated herein by this reference.

B. SUBRECIPIENT shall provide services pursuant to the staffing patterns and program expenses detailed in Exhibit B, Budget, attached hereto and incorporated herein by this reference.

C. SUBRECIPIENT shall maintain membership in the FMCoC and participate in Coordinated Entry throughout the term of this Agreement, as described in Exhibit A. If, for any reason, this status is not maintained, the COUNTY may terminate this Agreement pursuant to Section Three (3) of this Agreement.

D. The parties understand that SUBRECIPIENT shall be subcontracting with

1 WestCare California, Inc. to perform some of the services and fulfill some of the responsibilities required
2 of SUBRECIPIENT under this Agreement. SUBRECIPIENT shall insure that WestCare California, Inc.
3 will be subject to all applicable provisions of this Agreement and all applicable State and Federal
4 regulations. SUBRECIPIENT shall be held primarily responsible by COUNTY for the performance of
5 WestCare California, Inc. All payments required to be made by the COUNTY under this Agreement shall
6 be made to SUBRECIPIENT. The use of WestCare California, Inc. shall not entitle SUBRECIPIENT to
7 any additional compensation that is provided for under this Agreement.

8 **2. TERM**

9 The term of this Agreement shall be for a period of fifteen (15) months, commencing on March 1,
10 2020 through and including May 31, 2021. This Agreement may be extended for two (2) additional
11 consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30)
12 days prior to the first day of the next twelve (12) month extension period. The DSS Director or his or her
13 designee is authorized to execute such written approval on behalf of COUNTY based on
14 SUBRECIPIENT'S satisfactory performance.

15 **3. TERMINATION**

16 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
17 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
18 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
19 terminated, at any time by giving the SUBRECIPIENT thirty (30) days advance written notice.

20 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
21 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 22 1) An illegal or improper use of funds;
- 23 2) A failure to comply with any term of this Agreement;
- 24 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 25 4) Improperly performed service.

26 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
27 of this Agreement or any default which may then exist on the part of the SUBRECIPIENT. Neither shall
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1 such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
2 default. The COUNTY shall have the right to demand of the SUBRECIPIENT the repayment to the
3 COUNTY of any funds disbursed to the SUBRECIPIENT under this Agreement, which in the judgment of
4 the COUNTY were not expended in accordance with the terms of this Agreement. The SUBRECIPIENT
5 shall promptly refund any such funds upon demand.

6 C. Without Cause - Under circumstances other than those set forth above, this Agreement
7 may be terminated by SUBRECIPIENT or COUNTY or COUNTY's DSS Director, or designee, upon the
8 giving of thirty (30) days advance written notice of an intention to terminate this Agreement.

9 **4. COMPENSATION**

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

14 In no event shall services performed under this Agreement be in excess of Two Million, Thirty-Four
15 Thousand and No/100 Dollars (\$2,034,000). For the period of March 1, 2020 to May 31, 2020, in no event
16 shall services performed under this Agreement be in excess of Two Hundred and Thirty-Four Thousand
17 and No/100 Dollars (\$234,000). For each 12 month period thereafter, in no event shall services performed
18 under this Agreement be in excess of Six Hundred Thousand and No/100 Dollars (\$600,000). Payments by
19 COUNTY shall be in arrears, for services provided during the preceding month, within forty-five (45) days
20 after receipt, verification and approval of SUBRECIPIENT's invoices by COUNTY.

21 It is understood that all expenses incidental to SUBRECIPIENT'S performance of services under
22 this Agreement shall be borne by SUBRECIPIENT. If SUBRECIPIENT should fail to comply with any
23 provision of the Agreement, COUNTY shall be relieved of its obligation for further compensation. Any
24 compensation which is not expended by SUBRECIPIENT pursuant to the terms and conditions of this
25 Agreement shall automatically revert to COUNTY. The services provided by the SUBRECIPIENT under this
26 Agreement are funded in whole or in part by the State of California. In the event that funding for these
27 services is delayed by the State Controller, COUNTY may defer payment to CONTRACTOR. The amount
28 of the deferred payment shall not exceed the amount of funding delayed by the State Controller to the

1 COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of time of the State
2 Controller's delay of payment to COUNTY plus forty-five (45) days.

3 **5. INVOICING**

4 SUBRECIPIENT shall invoice COUNTY's DSS in arrears by the fifteenth (15th) of each month
5 for expenditures incurred and services rendered in the previous month to:

6 DSSInvoices@fresnocountyca.gov. Payments by COUNTY's DSS shall be in arrears for actual services
7 provided during the preceding month, within forty-five (45) days after receipt, verification, and approval
8 of SUBRECIPIENT's invoices by COUNTY's DSS. A monthly activity report shall accompany the
9 invoice, reflecting services supported by the invoiced expenditures and be in a form and in such detail
10 as acceptable to the COUNTY's DSS. All final claims for funding shall be submitted by SUBRECIPIENT
11 within sixty (60) days following the final month of services.

12 At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is
13 otherwise not in proper form or detail, COUNTY's DSS Director or designee shall have the right to
14 withhold full payment of the invoice that is incorrect or improper after five (5) days prior written notice or
15 email correspondence to SUBRECIPIENT. SUBRECIPIENT agrees to continue to provide services for a
16 period of ninety (90) days after written or email notification of an incorrect or improper invoice. If after the
17 ninety (90) day period the invoice(s) is still not corrected to COUNTY's DSS satisfaction, COUNTY or
18 COUNTY's DSS Director or designee may elect to terminate this Agreement, pursuant to the termination
19 provisions stated in Paragraph Three (3) of this Agreement.

20 **6. INDEPENDENT CONTRACTOR**

21 In performance of the work, duties and obligations assumed by SUBRECIPIENT under this
22 Agreement, it is mutually understood and agreed that SUBRECIPIENT, including any and all of the
23 SUBRECIPIENT'S officers, agents, and employees will at all times be acting and performing as an
24 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
25 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no
26 right to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its
27 work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify
28 that SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

1 SUBRECIPIENT and COUNTY shall comply with all applicable provisions of law and the rules and
2 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

3 Because of its status as an independent contractor, SUBRECIPIENT shall have absolutely no right
4 to employment rights and benefits available to COUNTY employees. SUBRECIPIENT shall be solely liable
5 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
6 addition, SUBRECIPIENT shall be solely responsible and save COUNTY harmless from all matters relating
7 to payment of SUBRECIPIENT'S employees, including compliance with Social Security withholding and all
8 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
9 SUBRECIPIENT may be providing services to others unrelated to the COUNTY or to this Agreement.

10 **7. MODIFICATION**

11 A. Any matters of this Agreement may be modified from time to time by the written
12 consent of SUBRECIPIENT and COUNTY without, in any way, affecting the remainder.

13 B. Notwithstanding the above, changes to line items in Exhibit B, Budget, in an
14 amount not to exceed ten percent (10%) of the total maximum compensation as identified in Section
15 Four (4) of this Agreement, may be made with the written approval of COUNTY'S DSS Director or
16 designee and SUBRECIPIENT. Budget line item changes shall not result in any change to the maximum
17 compensation amount payable to SUBRECIPIENT, as stated herein.

18 C. SUBRECIPIENT hereby agrees that changes to the compensation under this
19 agreement may be necessitated by a reduction in funding from State and/or Federal sources.
20 COUNTY'S DSS Director or designee may modify the maximum compensation depending on State and
21 Federal funding availability, as stated in Section Four (4) in this Agreement. SUBRECIPIENT further
22 understands that this Agreement is subject to any restrictions, limitations or enactments of all legislative
23 bodies which affect the provisions, term, or funding of this Agreement in any manner.

24 **8. NON-ASSIGNMENT**

25 SUBRECIPIENT shall not assign, transfer or sub-contract this Agreement nor their rights or duties
26 under this Agreement without the prior written consent of the COUNTY or COUNTY'S DSS Director or
27 designee. Any transferee, assignee, or subcontractor will be subject to all applicable provisions of this
28 Agreement, and all applicable State and Federal regulations. SUBRECIPIENT shall be held primarily

1 responsible by the COUNTY for the performance of any transferee, assignee, or subcontractor unless
2 otherwise expressly agreed to in writing by COUNTY. The use of subcontractor by SUBRECIPIENT shall
3 not entitle SUBRECIPIENT to any additional compensation than is provided for under this Agreement.

4 **9. HOLD HARMLESS**

5 SUBRECIPIENT agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the
6 COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's
7 fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection
8 with the performance, or failure to perform, by SUBRECIPIENT, its officers, agents, or employees under
9 this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages,
10 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or
11 damaged by the performance, or failure to perform, of SUBRECIPIENT, its officers, agents, or employees
12 under this Agreement.

13 **10. INSURANCE**

14 Without limiting the COUNTY's right to obtain indemnification from SUBRECIPIENT or any third
15 parties, SUBRECIPIENT, at its sole expense, shall maintain in full force and effect, the following insurance
16 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or
17 Joint Powers Agreement (JPA) throughout the term of the Agreement:

18 A. **Commercial General Liability**

19 Commercial General Liability Insurance with limits of not less than Two Million Dollars
20 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
21 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
22 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
23 liability or any other liability insurance deemed necessary because of the nature of this contract.

24 B. **Automobile Liability**

25 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
26 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
27 used in connection with this Agreement.

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1 C. Professional Liability

2 If SUBRECIPIENT employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
3 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
4 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

5 D. Worker's Compensation

6 A policy of Worker's Compensation insurance as may be required by the California Labor Code.

7 E. Additional Requirements Relating to Insurance

8 SUBRECIPIENT shall obtain endorsements to the Commercial General Liability insurance
9 naming the County of Fresno, its officers, agents, and employees, individually and collectively, as
10 additional insured, but only insofar as the operations under this Agreement are concerned. Such
11 coverage for additional insured shall apply as primary insurance and any other insurance, or
12 self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not
13 contributing with insurance provided under SUBRECIPIENT's policies herein. This insurance shall not
14 be cancelled or changed without a minimum of thirty (30) days advance written notice given to
15 COUNTY.

16 SUBRECIPIENT hereby waives its right to recover from COUNTY, its officers, agents, and
17 employees any amounts paid by the policy of worker's compensation insurance required by this
18 Agreement. SUBRECIPIENT is solely responsible to obtain any endorsement to such policy that may be
19 necessary to accomplish such waiver of subrogation, but SUBRECIPIENT's waiver of subrogation under
20 this paragraph is effective whether or not SUBRECIPIENT obtains such an endorsement.

21 Within Thirty (30) days from the date SUBRECIPIENT signs and executes this Agreement,
22 SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above for all of the
23 foregoing policies, as required herein, to the County of Fresno, P.O. Box 1912, Fresno, CA 93718-1219,
24 Attention: Contract Analyst, stating that such insurance coverage has been obtained and is in full force;
25 that the County of Fresno, its officers, agents and employees will not be responsible for any premiums
26 on the policies; that for such worker's compensation insurance that SUBRICIPIENT has waived its right
27 to recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance
28 policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability

1 insurance names the County of Fresno, its officers, agents and employees, individually and collectively,
2 as additional insured, but only insofar as the operations under this Agreement are concerned; that such
3 coverage for additional insured shall apply as primary insurance and any other insurance, or
4 self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and
5 not contributing with insurance provided under SUBRECIPIENT's policies herein; and that this insurance
6 shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to
7 COUNTY.

8 In the event SUBRECIPIENT fails to keep in effect at all times insurance coverage as herein
9 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
10 Agreement upon the occurrence of such event.

11 All policies shall be issued by admitted insurers licensed to do business in the State of California,
12 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
13 FSC VII or better

14 **11. SUBCONTRACTS**

15 SUBRECIPIENT shall obtain written approval from COUNTY or COUNTY's DSS Director, or
16 designee, before subcontracting any of the services delivered under this Agreement. Any transferee,
17 assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all
18 applicable State and Federal regulations. SUBRECIPIENT shall be held primarily responsible by
19 COUNTY for the performance of any transferee, assignee or subcontractor, unless otherwise expressly
20 agreed to in writing by COUNTY. The use of subcontractor by SUBRECIPIENT shall not entitle
21 SUBRECIPIENT to any additional compensation than is provided for under this Agreement.

22 **12. CONFLICT OF INTEREST**

23 No officer, employee or agent of the COUNTY who exercises any function or responsibility for
24 planning and carrying out of the services provided under this Agreement shall have any direct or indirect
25 personal financial interest in this Agreement. In addition, no employee of the COUNTY shall be
26 employed by the SUBRECIPIENT under this Agreement to fulfill any contractual obligations with the
27 COUNTY. The SUBRECIPIENT shall comply with all Federal, State of California and local conflict of
28 interest laws, statutes and regulations, which shall be applicable to all parties and beneficiaries under

1 this Agreement and any officer, employee or agent of the COUNTY.

2 **13. NON-DISCRIMINATION**

3 During the performance of this Agreement SUBRECIPIENT shall not unlawfully discriminate against
4 any employee or applicant for employment, or recipient of services, because of ethnic group identification,
5 gender, gender identity, gender expression, sexual orientation, color, physical disability, mental disability,
6 medical condition, national origin, race, ancestry, marital status, religion, or religious creed, pursuant to all
7 applicable State of California and Federal statutes and regulations.

8 **14. RECRUITMENT OF EMPLOYEES AND SERVICES TO CLIENTS**

9 SUBRECIPIENT shall ensure that its employment recruitment efforts, including administrative
10 and professional staff positions, are carried out so as to adequately reflect the cultural and ethnic
11 diversity of the population of Fresno County. SUBRECIPIENT shall use their best efforts to serve all
12 cultural and ethnic groups residing in Fresno County. SUBRECIPIENT's employment efforts will be
13 monitored by COUNTY at periodic intervals.

14 **15. LIMITED ENGLISH PROFICIENCY**

15 SUBRECIPIENT shall provide interpreting and translation services to persons participating in
16 SUBRECIPIENT's services who have limited or no English language proficiency, including services to
17 persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to
18 allow such participants meaningful access to the programs, services and benefits provided by
19 SUBRECIPIENT. Interpreter and translation services, including translation of SUBRECIPIENT's "vital
20 documents" (those documents that contain information that is critical for accessing SUBRECIPIENT's
21 services or are required by law) shall be provided to participants at no cost to the participant.

22 SUBRECIPIENT shall ensure that any employees, agents, subcontracts, or partners who interpret or
23 translate for a program participant, or who directly communicate with a program participant in a
24 language other than English, demonstrate proficiency in the participant's language and can effectively
25 communicate any specialized terms and concepts peculiar to SUBRECIPIENT's services.

26 **16. CLEAN AIR AND WATER**

27 In the event the funding under this Agreement exceeds One Hundred Thousand and No/100
28 Dollars (\$100,000.00), SUBRECIPIENT shall comply with all applicable standards, orders or

1 requirements issued under the Clean Air Act contained in 42 U.S. Code 7601 et seq; the Clean Water
2 Act contained in 33 U.S. Code 1368 et seq.; and any standards, laws and regulations, promulgated
3 thereunder. Under these laws and regulations, SUBRECIPIENTS shall assure:

4 A. No facility shall be utilized in the performance of the Agreement that has been
5 listed on the Environmental Protection Agency (EPA) list of Violating Facilities;

6 B. COUNTY shall be notified prior to execution of this Agreement of the receipt of
7 any communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility to be
8 utilized in the performance of this Agreement is under consideration to be listed on the EPA list of
9 Violating Facilities;

10 C. COUNTY and U.S. EPA shall be notified about any known violation of the above
11 laws.

12 D. This assurance shall be included in every nonexempt subgrant, contract, or
13 subcontract.

14 **17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND**
15 **VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

16 A. COUNTY and SUBRECIPIENT recognize that SUBRECIPIENT is a recipient of State
17 funds under the terms of this Agreement. By signing this Agreement, SUBRECIPIENT agrees to notify
18 COUNTY of any past, present, or future Federal suspension or debarment. By signing this Agreement,
19 SUBRECIPIENT attests to the best of its knowledge and belief, that it and its principals:

20 1) Are not presently debarred, suspended, proposed for debarment, declared
21 ineligible, or voluntarily excluded by any Federal department or agency; and

22 2) Shall not knowingly enter into any covered transaction with an entity or person
23 who is proposed for debarment under Federal regulations, debarred, suspended, declared ineligible, or
24 voluntarily excluded from participation in such transaction.

25 B. SUBRECIPIENT shall provide immediate written notice to COUNTY if at any time
26 during the term of this Agreement SUBRECIPIENT learns that the representations it makes above were
27 erroneous when made or have become erroneous by reason of changed circumstances.

28 C. SUBRECIPIENT shall include a clause titled "Certification Regarding Debarment,

1 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions” and similar in
2 nature to this paragraph in all lower tier covered transactions and in all solicitations for lower tier covered
3 transactions.

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

7 **18. CONFIDENTIALITY AND SECURITY**

8 All services performed by SUBRECIPIENT under this Agreement shall be in strict conformance
9 with all applicable Federal, State of California, and/or local laws and regulations relating to
10 confidentiality. SUBRECIPIENT shall require its employees, agents, officers and subcontractors
11 to comply with the provisions of Sections 10850 and 14100.2 of the Welfare and Institutions Code,
12 as well as the California Department of Social Services (CDSS) Manual of Policies and
13 Procedures, Division 19-0000 and the California Department of Health Care Services (DHCS)
14 Medi-Cal Eligibility Procedures Manual, Section 2H. These Code sections provide that:

- 15 a. All applications and records concerning any individual made or kept by any public
16 officer or agency in connection with the administration of any provision of the Welfare
17 and Institutions Code relating to Medicaid or any form of public social services for
18 which grants-in-aid are received by the State of California from the United States
19 government shall be confidential, and shall not be open to examination for any
20 purpose not directly connected with the administration of such public social services.
- 21 b. No person shall publish, disclose or use or permit or cause to be published or
22 disclosed any list of persons receiving public social services, except as is provided by
23 law.
- 24 c. No person shall publish, disclose, or use or permit or cause to be published,
25 disclosed or used any confidential information pertaining to an applicant or recipient,
26 except as is provided by laws. SUBRECIPIENT shall inform all of its employees,
27 agents, officers and subcontractors of the above provisions and that any person
28 knowingly and intentionally violating such provisions is guilty of a misdemeanor.

1 In addition, SUBRECIPIENT, its employees, agents and officer shall comply, and require all
2 of its subcontractors to comply, with (1) the DHCS Medi-Cal Privacy and Security Agreement
3 between the California DHCS and the County of Fresno that is then in effect, and (2) the Privacy
4 and Security Agreement between the CDSS and the County of Fresno that is then in effect, both
5 of which together shall be referred to as “the Agreements” and are incorporated herein by this
6 reference. The current versions of both the DHCS and CDSS Privacy and Security agreements
7 are available upon request or can be viewed at: <http://www.co.fresno.ca.us/MediCalPrivacy/>.
8 SUBRECIPIENT shall insure that all personally identifiable information (PII), as defined in the
9 Agreements, concerning program recipients shall be kept confidential and shall not be opened to
10 examination, publicized, disclosed, or used for any purpose not directly connected with the
11 administration of the program. SUBRECIPIENT shall use appropriate administrative, physical, and
12 technical safeguards to protect PII, as set forth in the Agreements. Upon discovery of a breach,
13 security incident, intrusion, or unauthorized access, use, or disclosure of PII, SUBRECIPIENT
14 shall immediately report the incident to the COUNTY by calling (559) 600-2300 or E-mailing at
15 dssprivacyofficer@fresnocountyca.gov. SUBRECIPIENT shall certify that all employees, agents,
16 officers and subcontractors have received privacy and security training before accessing any PII
17 and have received refresher training annually, as required by the Agreements.

18 **19. DATA SECURITY**

19 For the purpose of preventing the potential loss, misappropriation or inadvertent disclosure of
20 COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or
21 disruption to COUNTY operations, individuals and/or agencies that enter into a contractual relationship
22 with COUNTY for the purpose of providing services under this Agreement must employ adequate data
23 security measures to protect the confidential information provided to SUBRECIPIENT by COUNTY,
24 including but not limited to the following:

25 A. SUBRECIPIENT-Owned Mobile/Wireless/Handheld Devices may not be
26 connected to COUNTY networks via personally owned mobile, wireless or handheld devices, except
27 when authorized by COUNTY for telecommuting and then only if virus protection software currency
28 agreements are in place, and if a secure connection is used.

1 B. SUBRECIPIENT-Owned Computers or Computer Peripherals may not
2 brought into COUNTY for use, including and not limited to mobile storage devices, without prior
3 authorization from COUNTY’s Chief Information Officer or her designee. Data must be stored on a
4 secure server approved by COUNTY and transferred by means of a VPN (Virtual Private Network)
5 connection, or another type of secure connection of this type if any data is approved to be transferred.

6 C. County-Owned Computer Equipment – SUBRECIPIENT or anyone having
7 an employment relationship with COUNTY may not use COUNTY computers or computer peripherals
8 on non-COUNTY premises without prior authorization from COUNTY’s Chief Information Officer or her
9 designee.

10 D. SUBRECIPIENT may not store COUNTY’s private, confidential or
11 sensitive data on any hard-disk drive.

12 E. SUBRECIPIENT are responsible to employ strict controls to insure the
13 integrity and security of COUNTY’s confidential information and to prevent unauthorized access to data
14 maintained in computer files, program documentation, data processing systems, data files and data
15 processing equipment which stores or processes COUNTY data internally and externally.

16 F. Confidential client information transmitted to one party by the other by
17 means of electronic transmissions must be encrypted according to Advanced Encryption Standards
18 (AES) of 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

19 G. SUBRECIPIENT are responsible to immediately notify COUNTY of any
20 breaches or potential breaches of security related to COUNTY’s confidential information, data
21 maintained in computer files, program documentation, data processing systems, data files and data
22 processing equipment which stores or processes COUNTY data internally or externally.

23 H. The requirements in this Data Security provision shall apply to
24 SUBRECIPIENT’s subcontractors, if any.

25 **20. DRUG-FREE WORKPLACE REQUIREMENTS**

26 For purposes of this paragraph, SUBRECIPIENT will be referred to as the “grantee”. By drawing
27 funds against this grant award, the grantee is providing the certification that is required by regulations
28 implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations

1 require certification by grantees that they will maintain a drug-free workplace. False certification or
2 violation of the certification shall be grounds for suspension of payments, suspension or termination of
3 grants, or government wide suspension or debarment. SUBRECIPIENT shall also comply with the
4 requirements of the Drug-Free Workplace Act of 1990 (California Government Code section 8350 et
5 seq.).

6 **21. GRIEVANCES**

7 SUBRECIPIENT shall establish procedures for handling client complaints and/or grievances.
8 Such procedures will include provisions for informing clients of their rights to a State Hearing to resolve
9 such issues.

10 **22. PUBLIC INFORMATION**

11 SUBRECIPIENT shall disclose COUNTY as a funding source in all public information.

12 **23. PROHIBITION ON PUBLICITY**

13 None of the funds, materials, property or services provided directly or indirectly under this
14 Agreement shall be used for SUBRECIPIENT's advertising, fundraising, or publicity (i.e., purchasing of
15 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the
16 above, publicity of the services described in Paragraph One (1) of this Agreement shall be allowed as
17 necessary to raise public awareness about the availability of such specific services when approved in
18 advance by the Director or designee and at a cost as provided by SUBRECIPIENT in writing for such
19 items as written/printed materials, the use of media (i.e., radio, television, newspapers) and any other
20 related expense(s).

21 **24. STATE ENERGY CONSERVATION**

22 SUBRECIPIENTS must comply with the mandatory standard and policies relating to energy
23 efficiency which are contained in the State Energy Conservation Plan issued in compliance with 42 United
24 States (US) Code sections 6321, et. Seq.

25 **25. CHARITABLE CHOICE**

26 SUBRECIPIENT may not discriminate in their program delivery against a client or potential client
27 on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively
28 participate in a religious practice. Any specifically religious activity or service made available to

1 individuals by the SUBRECIPIENT must be voluntary as well as separate in time and location from
2 County funded activities and services. SUBRECIPIENTS shall inform County as to whether they are
3 faith-based. If SUBRECIPIENTS identify as faith-based, they must submit to DSS a copy of their policy
4 on referring individuals to alternate treatment SUBRECIPIENT, and include a copy of this policy in their
5 client admission forms. The policy must inform individuals that they may be referred to an alternative
6 provider if they object to the religious nature of the program, and include a notice to DSS. Adherence to
7 this policy will be monitored during annual site reviews, and a review of client files. If SUBRECIPIENT
8 identify as faith-based, by July 1 of each year SUBRECIPIENT will be required to report to DSS the
9 number of individuals who requested referrals to alternate providers based on religious objection.

10 **26. FRATERNIZATION**

11 SUBRECIPIENT shall establish procedures addressing fraternization between
12 SUBRECIPIENT'S staff and clients. Such procedures will include provisions for informing
13 SUBRECIPIENT'S staff and clients regarding fraternization guidelines.

14 **27. INTERPRETATION OF LAWS AND REGULATIONS**

15 COUNTY reserves the right to make final interpretations or clarifications on issues relating to
16 Federal and State laws and regulations, to ensure compliance.

17 **28. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

18 COUNTY, its officers, consultants, subcontractors, agents and employees shall comply with all
19 applicable State, Federal and local laws and regulations governing projects that utilize Federal Funds.

20 **29. SINGLE AUDIT CLAUSE**

21 As a subrecipient of Federal financial assistance, SUBRECIPIENT agree to provide copies of
22 their audit reports, performed in accordance with the requirements of the Single Audit Act of 1984 (31
23 USC section 7502) and subject to the terms of Office of Management and Budget (OMB) Circulars (A-
24 110, A-122 and A-133), to the County of Fresno. Such audits shall be delivered to COUNTY'S DSS, for
25 review not later than nine (9) months after the close of the subrecipients' fiscal year in which the funds
26 supplied through this Agreement are expended and/or received for this program. The audits must
27 include a statement of findings or a statement that there were no findings. If there were negative
28 findings, SUBRECIPIENT must include a corrective action plan signed by an authorized individual.

1 Failure to comply with this Act may result in COUNTY performing the necessary audit tasks, or, at
2 COUNTY'S option, contracting with a qualified accountant to perform this audit. All audit costs related to
3 this Agreement are the sole responsibility of SUBRECIPIENT who agree to take corrective actions to
4 eliminate any material noncompliance or weakness found as a result of such audits. Audit work
5 performed by COUNTY under this paragraph shall be billed at COUNTY cost as determined by
6 COUNTY'S Auditor-Controller/Treasurer-Tax Collector.

7 **30. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

8 To the extent necessary to prevent disallowance of reimbursement under section 1861 (v) (1) (1)
9 (l) of the Social Security Act, (42 U.S.C § 1395x, subd. (v)(1)[l]), until the expiration of four (4) years
10 after the furnishing of services under this Agreement, SUBRECIPIENT shall make available, upon
11 written request to the Secretary of the United States Department of Health and Human Services, or
12 upon request to the Comptroller General of the United States General Accounting Office, or any of their
13 duly authorized representatives, a copy of this Agreement and such books, documents, and records as
14 are necessary to certify the nature and extent of the costs of these services provided by
15 SUBRECIPIENT under this Agreement. SUBRECIPIENT further agree that in the event
16 SUBRECIPIENT carries out any of their duties under this Agreement through a subcontract, with a value
17 or cost of Ten Thousand and No/100 Dollars (\$10,000) or more over a twelve (12) month period, with a
18 related organization, such Agreement shall contain a clause to the effect that until the expiration of four
19 (4) years after the furnishing of such services pursuant to such subcontract, the related organizations
20 shall make available, upon written request to the Secretary of the United States General Accounting
21 Office, or any of their duly authorized representatives, a copy of such subcontract and such books,
22 documents, and records of such organization as are necessary to verify the nature and extent of such
23 costs and regulations.

24 **31. CHILD ABUSE REPORTING**

25 SUBRECIPIENT shall utilize a procedure acceptable to COUNTY to ensure that all of
26 SUBRECIPIENT'S employees, volunteers, consultants, subcontractors or agents performing services
27 under this Agreement shall report all known or suspected child abuse or neglect to one or more of the
28 agencies set forth in Penal Code Section 11165.9. This procedure shall include having all of

1 SUBRECIPIENTS' employees, volunteers, consultants, subcontractors or agents performing services
2 under this Agreement sign a statement that he or she knows of and will comply with the reporting
3 requirements set forth in Penal Code Section 11166. The statement to be utilized by SUBRECIPIENTS
4 is set forth in Exhibit C, attached hereto and by this reference incorporated herein.

5 **32. PROPERTY OF COUNTY**

6 SUBRECIPIENT agrees to take reasonable and prudent steps to ensure the security of
7 any and all said hardware and software provided to it by COUNTY under this Agreement, to maintain
8 replacement-value insurance coverages on said hardware and software of like kind and quality
9 approved by COUNTY.

10 All purchases over Five Thousand Dollars (\$5,000) made during the life of this
11 Agreement that will outlive the life of this Agreement shall be identified as fixed assets with an assigned
12 Fresno County DSS Accounting Inventory Number. These fixed assets shall be retained by COUNTY,
13 as COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement.
14 SUBRECIPIENT agrees to participate in an annual inventory of all COUNTY fixed assets and shall be
15 physically present when fixed assets are returned to COUNTY possession at the termination or
16 expiration of this Agreement. SUBRECIPIENT is responsible for returning to COUNTY all COUNTY
17 owned fixed assets upon the expiration or termination of this Agreement.

18 **33. AUDITS AND INSPECTIONS**

19 The SUBRECIPIENT shall at any time during business hours, and as often as the COUNTY
20 may deem necessary, make available to the COUNTY for examination all of its records and data with
21 respect to the matters covered by this Agreement. The SUBRECIPIENT shall, upon request by the
22 COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure
23 SUBRECIPIENT'S compliance with the terms of this Agreement.

24 SUBRECIPIENT shall make available all records and accounts for inspection and audit by
25 COUNTY, the State of California, the Comptroller General of the United States, a Federal Grantor Agency,
26 or any of their duly authorized representatives, at all reasonable times for a period of at least five (5) years
27 following final payment under this Agreement or the closure of all other pending matters, whichever is later.

28 In addition, SUBRECIPIENT shall cooperate and participate with COUNTY's fiscal review

1 process and comply with all final determinations rendered by the COUNTY's fiscal review process. If
2 COUNTY reaches an adverse decision regarding SUBRECIPIENT's services to consumers, it may result in
3 the disallowance of payment for services rendered; or in additional controls to the delivery of services, or in
4 the termination of this Agreement, at the discretion of COUNTY's DSS Director or designee. If as a result of
5 COUNTY's fiscal review process a disallowance is discovered due to SUBRECIPIENT's deficiency,
6 SUBRECIPIENT shall be financially liable for the amount previously paid by COUNTY to SUBRECIPIENT
7 and this disallowance will be adjusted from SUBRECIPIENT's future payments, at the discretion of
8 COUNTY's DSS Director or designee. In addition, COUNTY shall have the sole discretion in the
9 determination of fiscal review outcomes, decisions and actions.

10 **34. NOTICES**

11 The persons and their addresses having authority to give and receive notices under this
12 Agreement include the following:

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
Director, COUNTY OF FRESNO	Executive Director
Department of Social Services	Fresno Housing Authority
P.O. Box 1912	1331 Fulton Street
Fresno, CA 93718-1912	Fresno, CA 93721

13
14
15
16
17 All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this
18 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
19 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
20 personal service is effective upon service to the recipient. A notice delivered by first-class United States
21 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
22 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
23 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
24 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
25 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
26 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
27 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
28 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section

1 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
2 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
3 beginning with section 810).

4 **35. CHANGE OF LEADERSHIP/MANAGEMENT**

5 In the event of any change in the status of SUBRECIPIENT's leadership or management,
6 CONTRACTOR shall provide written notice to COUNTY within thirty (30) days from the date of
7 change. Such notification shall include any new leader or manager's name, address and qualifications.
8 "Leadership or management" shall include any employee, member, or owner of SUBRECIPIENT who
9 either a) directs individuals providing services pursuant to this Agreement, b) exercises control over the
10 manner in which services are provided, or c) has authority over SUBRECIPIENT's finances.

11 **36. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

12 This provision is only applicable if the SUBRECIPIENT is operating as a corporation (a for-profit
13 or non-profit corporation) or if during the term of the agreement, the SUBRECIPIENT changes its status
14 to operate as a corporation.

15 Members of the SUBRECIPIENT's Board of Directors shall disclose any self-dealing
16 transactions that they are a party to while SUBRECIPIENT is providing goods or performing services
17 under this agreement. A self-dealing transaction shall mean a transaction to which the SUBRECIPIENT
18 is a party and in which one or more of its directors has a material financial interest. Members of the
19 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and
20 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit D and incorporated
21 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing
22 transaction or immediately thereafter.

23 **37. GOVERNING LAW**

24 Venue for any action arising out of or related to this Agreement shall only be in Fresno County,
25 California.

26 The rights and obligations of the parties and all interpretation and performance of this
27 Agreement shall be governed in all respects by the laws of the State of California.

28

1 **38. SEVERABILITY**

2 The provisions of this Agreement are severable. The invalidity or unenforceability of any
3 one provision in the Agreement shall not affect the other provisions.

4 **39. ENTIRE AGREEMENT**

5 This Agreement constitutes the entire agreement between the SUBRECIPIENT and
6 COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations,
7 proposals, commitments, writings, advertisements, publications, and understanding of any nature
8 whatsoever unless expressly included in this Agreement.

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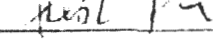
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

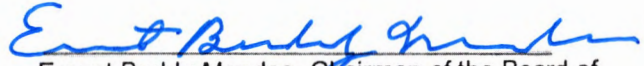
SUBRECIPIENT:
Housing Authority of the City of Fresno

By: 

Print Name: Preston Prince

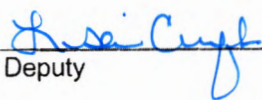
Title: CEO/Executive Director

COUNTY OF FRESNO



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

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

By: 
Deputy

Mailing Address:
1331 Fulton Street
Fresno, CA 93721

FOR ACCOUNTING USE ONLY:

Account No.: 7870/0
ORG No. 56107001
Fund No.:0001
Subclass No.: 10000
Requisition No.: 5612000337

DEN:lm

SUMMARY OF SERVICES

ORGANIZATION:	Housing Authority of the City of Fresno
ADDRESS:	1331 Fulton Street, Fresno, CA 93721
TELEPHONE:	(559) 443-8431
CONTACT:	Doreen Eley
EMAIL:	deley@fresnohousing.org
CONTRACT:	CalWORKs Housing Support Program Services
CONTRACT TERM:	March 1, 2020 through May 31, 2021 June 1, 2021 through May 31, 2022 (optional) June 1, 2022 through May 31, 2023 (optional)

SUMMARY OF SERVICES

Housing Authority of the City of Fresno (FHA) will provide California Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program (HSP) services designed to quickly house families experiencing homelessness and prevent those families from returning to homelessness. FHA will provide temporary housing, housing financial assistance, housing navigation services, and case management, to help families obtain permanent housing and achieve long-term housing stability. The COUNTY understands that FHA intends to subcontract with WestCare California, Inc. (WestCare) for provision of housing navigation and case management services for the CalWORKs HSP.

TARGET POPULATION

The target populations of CalWORKs HSP services are families that are receiving CalWORKs assistance and are experiencing homelessness, as defined by the California Department of Social Services (CDSS).

HOUSING FIRST SERVICES

In accordance with California state law, programs for housing people experiencing homelessness must follow a Housing First model. For HSP, compliance with Housing First requires the following:

1. Low barriers to entry;
2. Intake process is expedited, client-centered, and flexible;
3. Access to housing is without preconditions;
4. Families are connected to permanent housing as early as possible in case planning;
5. Temporary housing/emergency shelter is offered;
6. Services are client-centered and delivered in accordance with evidence-based practices;
7. Leases or contractual agreements are used and reflect the same rights and responsibilities as other tenants; and
8. Every effort is made to prevent a return to homelessness.

All HSP activities must be carried out in accordance with Housing First.

PROGRESSIVE ENGAGEMENT

HSP services will be provided in compliance with the Progressive Engagement approach. Progressive Engagement emphasizes the individual needs of each family, and seeks to provide the most minimal amount of assistance required, focused on the most urgent and immediate

needs. The goal of Progressive Engagement is to empower families to resolve their own housing crisis to the greatest extent that they are able, build on each family's strengths, and foster self-sufficiency.

To comply with the Progressive Engagement model, FHA will provide services to each family based on an individualized assessment of each family's budget, and require that a portion of rental expenses be paid from the program outset, even if that amount is minimal. FHA will closely monitor the progress and needs of the family to determine those that require additional assistance, and intervene with additional support if a need is identified.

PROGRAM COMPONENT: TEMPORARY HOUSING (EMERGENCY SHELTER)

Upon receipt of a referral, FHA will immediately contact the family to begin program intake and commence services. FHA must attempt contact with referred families within one business day, and those that do not have a safe place to stay overnight must be immediately placed in temporary housing. Temporary housing may consist of a motel stay or placement in a local emergency shelter that accommodates families. FHA will begin working with the family on rapid rehousing services while the family is in temporary housing, and work proactively to move the family into permanent housing as soon as possible.

PROGRAM COMPONENT: RAPID REHOUSING

Rapid Rehousing services will be provided to HSP families in accordance with rapid rehousing best practices.

Rapid Rehousing services consist of three core components: Housing Search and Placement (Housing Navigation), Direct Financial Assistance, and Case Management. Services required of each component are as follows:

1. Housing Search and Placement (Housing Navigation): Assist HSP families in attaining housing: meet with clients to assess family housing needs and barriers; develop a housing plan that includes a realistic budget, specific goals, and steps required to meet goals; assist participants in locating and securing housing of their choice (including by assisting with finding rental vacancies/listings, completing rental applications, meeting with and speaking to landlords, and providing transportation as needed throughout the process); assist in securing all documents needed to apply for housing; and educating clients about their rental lease and legal rights and responsibilities. Work with clients to identify shared housing solutions, including with other families in the program, as needed. Provide ongoing liaison between families and landlords, if needed, to resolve issues directly related to families' housing and tenancy.
2. Direct Financial Assistance: Pay for housing and related financial assistance on behalf of clients for the following:
 - a. Rental assistance
 - b. Security deposits
 - c. Utility deposits
 - d. Utility payments
 - e. Moving/storage costs
 - f. Motel/hotel costs (for Temporary Housing component)
 - g. Paid shelter costs (for Temporary Housing component)
 - h. Furniture/making home habitable (on a limited basis, primarily for beds and mattresses only, unless the family has an exceptional need).

All financial assistance will be provided in compliance with the Progressive Engagement model, requiring a client portion of rent from the first month of assistance, even if very minimal, and evaluated at least monthly based on family budget and needs.

3. Case Management: Once housing has been attained, meet regularly with each family with the intent of achieving housing stability; continue working on the housing plan developed during the housing navigation stage, focusing on maintaining housing and increasing income to maintain housing, if necessary; prepare client for exit from the program; perform regular home visits to make sure client is properly maintaining their rental unit; and make connections to community resources such as health care, child care, counseling, etc.; identify solutions and resources for each family to access, should a financial or housing crisis arise in the future; once the family has stabilized, exit them from the program. Continue contact with clients in the program once they have exited from the financial assistance component, and track housing retention for at least 3 and 6 months after program exit.

SUBRECIPIENT RESPONSIBILITIES

- Maintain membership in good standing in the Fresno Madera Continuum of Care (FMCoC) as defined by FMCoC bylaws, and participate in the Coordinated Entry System (CES). Attendance at weekly FMCoC case conferencing meetings is mandatory to fulfill this requirement.
- Accept direct referrals from DSS, schools and school districts, and homeless service providers upon contract execution. Cooperate with DSS on CES referral integration, and once implemented, accept referrals only through CES.
- Contact all clients referred within one business day and place into shelter as soon as possible upon contact.
- Contact each family a minimum of every 3 days during the housing search stage.
- Perform at least one case management home visit with each family per month after the family is housed.
- Perform at least 2 case management home visits with each family after financial exit from the program (for housing retention follow-up).
- Maintain caseload of no more than 35 open cases per Housing Navigator, and 30 open cases per Case Manager.
- Enter participant information into the Homeless Management Information System (HMIS) in compliance with HUD data collection, management, and reporting standards. Ensure all HMIS entries are completed within 3 days of program entry.
- Meet with County staff monthly, or as often as needed, for service coordination, problem/issue resolution, information sharing, training, review, and monitoring of services.
- Engage clients in a linguistically and culturally-appropriate manner, including the use of interpreters when needed.
- Provide complete and accurate monthly activity reports to the County of Fresno, in a report format approved by the County by the 10th of each month.
- Provide annual Civil Rights training to staff at the beginning of every calendar year, and provide relevant verification to the County of Fresno by April 1.

PERFORMANCE OUTCOMES

FHA will meet the following outcomes within each 12-month period (or a prorated portion thereof):

- Serve a minimum of 62 unduplicated families (participants).
- Place at least 80% of participants into permanent housing.
- A minimum of 65% of participants will exit to permanent housing.
- A minimum of 50% of participants will remain in permanent housing three months after exiting the program. Housing status must be confirmed through a home visit.
- A minimum of 48% of participants will remain in permanent housing six months after exiting the program. Housing status must be confirmed through a home visit.

BUDGET SUMMARY

ORGANIZATION: Housing Authority of the City of Fresno
SERVICES: CalWORKs Housing Support Program
CONTRACT TERM: March 1, 2020 through May 31, 2020 (\$234,000)
CONTRACT TOTAL: \$2,034,000

3 Month Budget

Budget Categories	Amount
<hr/>	
Direct Financial Assistance	
Rental Assistance	
Security Deposits	
Utility Deposits	
Utility Payments	
Making Home Habitable/Furniture	
Moving Costs/Storage	
Motel/Hotel Vouchers	
	Subtotal \$170,000
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Housing Navigation Services	
Salaries	
.75 FTE Housing Navigator	
Taxes	
Benefits	
Operational Costs	
	Subtotal \$15,000
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Case Management Services	
Salaries	
2.0 FTE Case Manager	
Taxes	
Benefits	
Operational Costs	
	Subtotal \$34,000
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Administration	
Salaries	
.1 FTE Senior Manager	
.2 FTE Assistant Manager	
.1 FTE Admin Assistant	
.2 FTE Resident Services Coordinator	
Taxes	
Benefits	
Operational Costs	
	Subtotal \$15,000
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	Total \$234,000

BUDGET SUMMARY

ORGANIZATION: Housing Authority of the City of Fresno
 SERVICES: CalWORKs Housing Support Program
 CONTRACT TERM: June 1, 2020 through May 31, 2021 (\$600,000)
 June 1, 2021 through May 31, 2022 (\$600,000) (optional)
 June 1, 2022 through May 31, 2023 (\$600,000) (optional)
 CONTRACT AMOUNT: \$2,034,000

12 Month Budget

Budget Categories	Amount
Direct Financial Assistance	
Rental Assistance	
Security Deposits	
Utility Deposits	
Utility Payments	
Making Home Habitable/Furniture	
Moving Costs/Storage	
Motel/Hotel Vouchers	
Subtotal	\$348,000
Housing Navigation Services	
Salaries	
.75 FTE Housing Navigator	
Taxes	
Benefits	
Operational Costs	
Subtotal	\$63,000
Case Management Services	
Salaries	
2.0 FTE Case Manager	
Taxes	
Benefits	
Operational Costs	
Subtotal	\$139,000
Administration	
Salaries	
.1 FTE Senior Manager	
.2 FTE Assistant Manager	
.1 FTE Admin Assistant	
.2 FTE Resident Services Coordinator	
Taxes	
Benefits	
Operational Costs	
Subtotal	\$50,000
Total	\$600,000

NOTICE OF CHILD ABUSE REPORTING LAW

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between County of Fresno (COUNTY) and **Housing Authority of the City of Fresno** (PROVIDER) related to provision of Housing Support Program services for COUNTY's CalWORKs recipients, requires that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (P.C.) section (§) 11165.9.

For purposes of the undersigned's child abuse reporting requirements, "child abuse or neglect" includes physical injury inflicted by other than accidental means upon a child by another person, sexual abuse as defined in P.C. §11165.1, neglect as defined in P.C. §11165.2, willful cruelty or unjustifiable punishment as defined in P.C. §11165.3, and unlawful corporal punishment or injury as defined in P.C. §11165.4.

A child abuse report shall be made whenever the undersigned, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the undersigned knows or reasonably suspects has been the victim of child abuse or neglect. (P.C. §11166.) The child abuse report shall be made to any police department or sheriff's department (not including a school district police or security department), or to any county welfare department, including Fresno County Department of Social Services' 24 Hour CARELINE. (See PC §11165.9.)

For purposes of child abuse reporting, a "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. The pregnancy of a child does not, in and of itself, constitute a basis for reasonable suspicion of sexual abuse. (P.C. §11166(a)(1).)

Substantial penalties may be imposed for failure to comply with these child abuse reporting requirements.

Further information and a copy of the law may be obtained from the department head or designee.

I have read and understand the above statement and agree to comply with the child abuse reporting requirements.

SIGNATURE

DATE

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "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 utilized 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.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

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