

AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of September 2021, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **RH Community Builders**, a California Limited Partnership, whose address is 331 W Shields Avenue, Fresno, CA 93705, hereinafter referred to as "SUBRECIPIENT."

WITNESSETH:

WHEREAS, COUNTY, in accordance with the California Department of Housing and Community Development's (HCD) Project Homekey, desires to provide a project-based rapid rehousing program to individuals or families that are experiencing homelessness in Fresno County; and

WHEREAS, there is a drastic need for housing units that pair with rapid rehousing services to move individuals and families into independent living in Fresno County; and

WHEREAS, SUBRECIPIENT has the expertise and is willing and able to provide rapid rehousing services pursuant to the terms and conditions of this Agreement.

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

1. SUBRECIPIENT'S OBLIGATIONS

A. SUBRECIPIENT shall perform all services and fulfill all responsibilities as identified in COUNTY's Request for Proposal (RFP) No. 21-059, dated June 14, 2021, and Addendum No. One (1) to COUNTY's RFP No. 21-059, dated July 8, 2021, collectively hereinafter referred to as COUNTY's Revised RFP No. 21-059 and SUBRECIPIENT's response to said Revised RFP, all incorporated herein by reference and made part of this Agreement.

B. SUBRECIPIENT shall perform all services as set forth in Exhibit A, Summary of Services, attached hereto and incorporated herein by this reference. SUBRECIPIENT shall provide specified services and activities pursuant to the staffing patterns and program expenses detailed in Exhibit B, Budget Summary, attached hereto and incorporated herein by this reference.

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

1 D. In the event of any inconsistency in interpreting the documents which constitute
2 this Agreement, the inconsistency shall be resolved by giving precedence in the following order of
3 priority: (1) the text of this Agreement (excluding the COUNTY's Request for Proposal No. 21-059 and
4 the SUBRECIPIENT's Proposal in response thereto); (2) the COUNTY's Request for Proposal No. 21-
5 059; and (3) the SUBRECIPIENT's proposal made in response to COUNTY's Request for Proposal No.
6 21-059.

7 **2. TERM**

8 The term of this Agreement shall be for a period of nine (9) months, commencing on
9 October 1, 2021 through and including June 30, 2022. This Agreement may be extended for two (2)
10 additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty
11 (30) days prior to the first day of the next twelve (12) month extension period. The Director of the
12 Department of Social Services (DSS) or his or her designee is authorized to execute such written approval
13 on behalf of COUNTY based on SUBRECIPIENT's satisfactory performance.

14 **3. TERMINATION**

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

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

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

25 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any
26 breach of this Agreement or any default which may then exist on the part of the SUBRECIPIENT. Neither
27 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
28 default. The COUNTY shall have the right to demand of the SUBRECIPIENT the repayment to the

1 COUNTY of any funds disbursed to the SUBRECIPIENT under this Agreement, which in the judgment of
2 the COUNTY were not expended in accordance with the terms of this Agreement. The SUBRECIPIENT
3 shall promptly refund any such funds upon demand.

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

7 4. **COMPENSATION**

8 For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to
9 pay SUBRECIPIENT and SUBRECIPIENT agrees to receive compensation in accordance with Exhibit B,
10 Budget Summary.

11 In no event shall compensation paid for services performed under this Agreement be in
12 excess of Six Million Five Hundred Eighty-Eight Thousand Three Hundred Thirty-Nine and No/100
13 Dollars (\$6,588,339) during the term of this Agreement. For the period of October 1, 2021 to June 30,
14 2022, in no event shall compensation paid for services performed under this agreement be in excess of
15 One Million Seven Hundred Seventy-Seven Thousand Five Hundred Ten and No/100 Dollars
16 (\$1,777,510). For the period of July 1, 2022 to June 30, 2023, in no event shall compensation paid for
17 services performed under this agreement be in excess of Two Million Three Hundred Ninety-One
18 Thousand Seven Hundred Forty-Four and No/100 Dollars (\$2,391,744). For the period of July 1, 2023 to
19 June 30, 2024, in no event shall compensation paid for services performed under this agreement be in
20 excess of Two Million Four Hundred Nineteen Thousand Eighty-Five and No/100 Dollars (\$2,419,085).

21 It is understood that all expenses incidental to SUBRECIPIENT'S performance of
22 services under this Agreement shall be borne by SUBRECIPIENT. If SUBRECIPIENT should fail to
23 comply with any provision of the Agreement, COUNTY shall be relieved of its obligation for further
24 compensation. Any compensation which is not expended by SUBRECIPIENT pursuant to the terms and
25 conditions of this Agreement shall automatically revert to COUNTY.

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

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

5 **5. INVOICING**

6 SUBRECIPIENT shall invoice COUNTY's DSS in arrears by the tenth (10th) of each month
7 for expenditures incurred and services rendered in the previous month to:

8 DSSInvoices@fresnocountyca.gov. Payments by COUNTY's DSS shall be in arrears for actual services
9 provided during the preceding month, within forty-five (45) days after receipt, verification, and approval of
10 SUBRECIPIENT's invoices by COUNTY's DSS. A Monthly Activity Report (MAR) shall accompany the
11 invoice, reflecting services supported by the invoiced expenditures and be in a form and in such detail as
12 acceptable to COUNTY's DSS. All final claims for funding shall be submitted by SUBRECIPIENT within
13 sixty (60) days following the final month of services. In addition, for invoices received sixty (60) days after
14 the expiration of each term of this Agreement or termination of this Agreement, at discretion of COUNTY's
15 DSS Director or his/her designee, COUNTY's DSS shall have the right to deny payment of any additional
16 invoices received.

17 At the discretion of COUNTY's DSS Director or his/her designee, if an invoice is incorrect or
18 is otherwise not in proper form or detail, COUNTY's DSS Director or his/her designee shall have the right to
19 withhold payment as to only that portion that is incorrect or improper after five (5) days prior written notice or
20 email correspondence to SUBRECIPIENT. SUBRECIPIENT agrees to continue to provide services for a
21 period of ninety (90) days after written or email notification of an incorrect or improper invoice. If after the
22 ninety (90) day period the invoice has still not been corrected to COUNTY's DSS satisfaction, COUNTY or
23 COUNTY's DSS Director or his/her designee may elect to terminate this Agreement, pursuant to the
24 termination provisions stated in Paragraph Three (3) of this Agreement.

25 **6. INDEPENDENT CONTRACTOR**

26 In performance of the work, duties and obligations assumed by SUBRECIPIENT under this
27 Agreement, it is mutually understood and agreed that SUBRECIPIENT, including any and all of the
28 SUBRECIPIENT'S officers, agents, and employees will at all times be acting and performing as an

1 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
2 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right
3 to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and
4 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that
5 SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

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

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

17 **7. MODIFICATION**

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

20 B. Notwithstanding the above, changes to line items in Exhibit B, Budget Summary, in
21 an amount not to exceed ten percent (10%) of the total maximum compensation payable to the
22 SUBRECIPIENT as identified in Section Four (4) of this Agreement, may be made with the written
23 approval of COUNTY's DSS Director or designee and SUBRECIPIENT. Budget line-item changes shall
24 not result in any change to the maximum compensation amount payable to SUBRECIPIENT, as stated
25 herein.

26 C. SUBRECIPIENT hereby agrees that changes to the maximum compensation
27 Agreement may be necessitated by a reduction in funding from State and/or Federal sources. Any such
28 reduction to the maximum compensation may be made with the written approval of COUNTY's DSS

1 Director or designee and SUBRECIPIENT. SUBRECIPIENT further understands that this Agreement is
2 subject to any restrictions, limitations or enactments of all legislative bodies which affect the provisions,
3 term, or funding of this Agreement in any manner.

4 **8. ASSIGNMENT AND SUBCONTRACTS**

5 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties
6 under this Agreement without the prior written consent of the other party. Any transferee, assignee, or
7 subcontractor will be subject to all applicable provisions of this Agreement, and all applicable State and
8 Federal regulations. SUBRECIPIENT shall be held primarily responsible by COUNTY for the performance
9 of any transferee, assignee, or subcontractor unless otherwise expressly agreed to in writing by COUNTY.
10 The use of subcontractor by SUBRECIPIENT shall not entitle SUBRECIPIENT to any additional
11 compensation than is provided for under this Agreement.

12 **9. HOLD HARMLESS AND INDEMNIFICATION**

13 SUBRECIPIENT agrees to indemnify, save, hold harmless, and at COUNTY'S request,
14 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including
15 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in
16 connection with the performance, or failure to perform, by SUBRECIPIENT, its officers, agents, or
17 employees under this Agreement, and from any and all costs and expenses (including attorney's fees and
18 costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who
19 may be injured or damaged by the performance, or failure to perform, of SUBRECIPIENT, its officers,
20 agents, or employees under this Agreement.

21 The provisions of this section Nine (9) shall survive termination of this Agreement.

22 **10. INSURANCE**

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

27 **A. Commercial General Liability**

28 Commercial General Liability Insurance with limits of not less than Two Million Dollars

1 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
2 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
3 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
4 liability or any other liability insurance deemed necessary because of the nature of this contract.

5 B. Automobile Liability

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

9 C. Professional Liability

10 If SUBRECIPIENT employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
11 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million
12 Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.
13 SUBRECIPIENT agrees that it shall maintain, at its sole expense, in full force and effect for a period of
14 three (3) years following the termination of this Agreement, one or more policies of professional liability
15 insurance with limits of coverage as specified herein.

16 D. Worker's Compensation

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

19 E. Additional Requirements Relating to Insurance

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

27 SUBRECIPIENT hereby waives its right to recover from COUNTY, its officers, agents, and
28 employees any amounts paid by the policy of worker's compensation insurance required by this

1 Agreement. SUBRECIPIENT is solely responsible to obtain any endorsement to such policy that may be
2 necessary to accomplish such waiver of subrogation, but SUBRECIPIENT's waiver of subrogation under
3 this paragraph is effective whether or not SUBRECIPIENT obtains such an endorsement.

4 Within Thirty (30) days from the date SUBRECIPIENT signs and executes this Agreement,
5 SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above for all of the
6 foregoing policies, as required herein, to the County of Fresno,

7 DSSContractInsurance@fresnocountyca.gov Attention: Contract Analyst, stating that such insurance
8 coverage has been obtained and is in full force; that the County of Fresno, its officers, agents and
9 employees will not be responsible for any premiums on the policies; that for such worker's compensation
10 insurance the SUBRECIPIENT has waived its right to recover from the COUNTY, its officers, agents, and
11 employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance
12 policy; that such Commercial General Liability insurance names the County of Fresno, its officers, agents
13 and employees, individually and collectively, as additional insured, but only insofar as the operations under
14 this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance
15 and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees,
16 shall be excess only and not contributing with insurance provided under SUBRECIPIENT's policies herein;
17 and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
18 written notice given to COUNTY.

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

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

25 **11. CONFLICT OF INTEREST:**

26 No officer, employee or agent of the COUNTY who exercises any function or responsibility
27 for planning and carrying out of the services provided under this Agreement shall have any direct or indirect
28 personal financial interest in this Agreement. In addition, no employee of the COUNTY shall be employed

1 by the SUBRECIPIENT under this Agreement to fulfill any contractual obligations with the COUNTY. The
2 SUBRECIPIENT shall comply with all Federal, State of California and local conflict of interest laws, statutes
3 and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any
4 officer, employee or agent of the COUNTY.

5 **12. NON-DISCRIMINATION:**

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

11 A. Domestic Partners and Gender Identity

12 For State-funded contracts of \$100,000 or more, SUBRECIPIENT certifies that it complies with
13 Public Contract Code Section 10295.3.

14 B. Americans with Disabilities Act

15 SUBRECIPIENT assures COUNTY that it complies with the Americans with Disabilities Act (ADA)
16 of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and
17 guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

18 C. The requirements stated above are binding on SUBRECIPIENT(s) directly or through
19 contract, license, or other provider services, as long as it receives federal or state assistance.

20 **13. LIMITED ENGLISH PROFICIENCY:**

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

1 directly communicate with a program participant in a language other than English, demonstrate proficiency
2 in the participants' language and can effectively communicate any specialized terms and concepts peculiar
3 to SUBRECIPIENT's services.

4 **14. CLEAN AIR AND WATER**

5 In the event the funding under this Agreement exceeds One Hundred Thousand and No/100
6 Dollars (\$100,000), SUBRECIPIENT shall comply with all applicable standards, orders or requirements
7 issued under the Clear Air Act contained in 42 U.S. Code 7601 et seq; the Clean Water Act contained in 33
8 U.S. Code 1368 et seq.; and any standards, laws and regulations, promulgated thereunder. Under these
9 laws and regulations, SUBRECIPIENT shall assure:

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

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

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

17 **15. PROCUREMENT OF RECOVERED MATERIALS**

18 SUBRECIPIENT must comply with section 6002 of the Solid Waste Disposal Act, as
19 amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include
20 procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR
21 part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining
22 a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of
23 the quantity acquired during the preceding fiscal year exceeded \$10,000. For contracts meeting this
24 threshold SUBRECIPIENT shall make maximum use of products containing recovered materials that are
25 EPA-designated items unless the product cannot be acquired:

26 A. Competitively within a timeframe providing for compliance with the contract
27 performance schedule.

28 B. Meeting contract performance requirements; or

1 C. At a reasonable price.

2 **16. DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

12 A. COUNTY and SUBRECIPIENT recognize that Federal or State assistance funds will
13 be used under the terms of this Agreement. For purposes of this paragraph, SUBRECIPIENT will be
14 referred to as the "prospective recipient".

15 B. This certification is required by the regulation implementing Executive Order 12549,
16 Debarment and Suspension, 29 CFR Part 98m section 98.510, Participant's responsibilities.

17 1) The prospective recipients of Federal or State assistance funds certified by
18 entering into this Agreement, that neither they nor their principals are presently debarred, suspended,
19 proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction
20 by any Federal department or agency.

21 2) The prospective recipients of funds agree by entering into this Agreement, that
22 it shall not knowingly enter into any lower tier covered transaction with a person who is debarred,
23 suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this
24 transaction by any Federal department or agency with which this transaction originated.

25 3) Where the prospective recipients of Federal assistance funds are unable to
26 certify to any of the statements in this certification, such prospective participant shall attach an
27 explanation to this Agreement.

28 4) The prospective recipients shall provide immediate written notice to COUNTY

1 if at any time prospective recipients learn that their certification in Paragraph Seventeen (17) of this
2 Agreement was erroneous when submitted or has become erroneous by reason of changed
3 circumstances.

4 5) The prospective recipients further agree that by entering into this Agreement,
5 they will include a clause identical to Paragraph Seventeen (17) of this Agreement and titled
6 "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier
7 Covered Transactions," in all lower tier covered transactions and in all solicitations for lower-tier covered
8 transaction.

9 6) The certification in Paragraph Seventeen (17) of this Agreement is a material
10 representation of fact upon which COUNTY relied in entering into this Agreement.

11 **18. CONFIDENTIALITY**

12 All services performed by SUBRECIPIENT under this Agreement shall be in strict
13 conformance with all applicable Federal, State of California and/or local laws and regulations relating to
14 confidentiality.

15 **19. DATA SECURITY**

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

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

26 B. SUBRECIPIENT-Owned Computers or Computer Peripherals may not be brought
27 into COUNTY for use, including and not limited to mobile storage devices, without prior authorization from
28 ///

1 COUNTY's Chief Information Officer or his/her designee. Data must be stored on a secure
2 server approved by COUNTY and transferred by means of a VPN (Virtual Private Network) connection, or
3 another type of
4 secure connection of this type if any data is approved to be transferred.

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

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

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

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

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

22 H. The requirements in this Data Security provision shall apply to SUBRECIPIENT's
23 subcontractor, if any.

24 **20. SINGLE AUDIT CLAUSE:**

25 If SUBRECIPIENT expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more
26 in Federal and Federal flow-through monies, SUBRECIPIENT agrees to conduct an annual audit in
27 accordance with the requirements of the Single Audit Standards as set forth in Office of Management
28 and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200. SUBRECIPIENT shall submit

1 said audit and management letter to COUNTY. The audit must include a statement of findings or a
2 statement that there were no findings. If there were negative findings, SUBRECIPIENT must include a
3 corrective action signed by an authorized individual. SUBRECIPIENT agrees to take action to correct
4 any material non-compliance or weakness found as a result of such audit. Such audit shall be delivered
5 to COUNTY's DSS, Administration, for review within nine (9) months of the end of any fiscal year in
6 which funds were expended and/or received for the program. Failure to perform the requisite audit
7 functions as required by this Agreement may result in COUNTY performing the necessary audit tasks, or
8 at COUNTY's option, contracting with a public accountant to perform said audit, or, may result in the
9 inability of COUNTY to enter into future agreements with SUBRECIPIENT. All audit costs related to this
10 Agreement are the sole responsibility of SUBRECIPIENT.

11 A. A single audit report is not applicable if all SUBRECIPIENT's Federal contracts do
12 not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or SUBRECIPIENT's
13 funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must be
14 performed and a program audit report with management letter shall be submitted by SUBRECIPIENT to
15 COUNTY as a minimum requirement to attest to SUBRECIPIENT's solvency. Said audit report shall be
16 delivered to COUNTY's DSS, Administration, for review no later than nine (9) months after the close of
17 the fiscal year in which the funds supplied through this Agreement are expended. Failure to comply with
18 this Act may result in COUNTY performing the necessary audit tasks or contracting with a qualified
19 accountant to perform said audit. All audit costs related to this Agreement are the sole responsibility of
20 SUBRECIPIENT who agrees to take corrective action to eliminate any material noncompliance or
21 weakness found as a result of such audit. Audit work performed by COUNTY under this paragraph shall
22 be billed to the SUBRECIPIENT at COUNTY cost, as determined by COUNTY's Auditor-
23 Controller/Treasurer-Tax Collector.

24 B. SUBRECIPIENT shall make available all records and accounts for inspection by
25 COUNTY, the State of California, if applicable, the Comptroller General of the United States, the Federal
26 Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a period of at
27 least three (3) years following final payment under this Agreement or the closure of all other pending
28 matters, whichever is later.

1 **21. PROPERTY OF COUNTY**

2 Any use of COUNTY funds provided under this Agreement, as specified in Exhibit B, for the
3 purchase of computer hardware, software, and printers must be approved by COUNTY prior to
4 purchase and must meet COUNTY specifications. SUBRECIPIENT agrees to take reasonable and
5 prudent steps to ensure the security of any and all said hardware and software provided to it by
6 COUNTY under this Agreement, to maintain replacement-value insurance coverages on said hardware
7 and software of like kind and quality approved by COUNTY.

8 In addition, all purchases over Five Thousand and No/100 Dollars (\$5,000.00) made
9 during the life of this Agreement shall be identified as fixed assets with an assigned COUNTY
10 Accounting Inventory Number. These fixed assets shall be retained by COUNTY, as COUNTY property,
11 in the event this Agreement is terminated or upon expiration of this Agreement. The SUBRECIPIENT
12 agrees to participate in an annual inventory of all COUNTY fixed assets and shall be physically present
13 when fixed assets are returned to COUNTY possession at the termination or expiration of this
14 Agreement. SUBRECIPIENT is responsible for returning to COUNTY all COUNTY owned fixed assets
15 upon the expiration or termination of this Agreement.

16 **22. AUDITS AND INSPECTIONS:**

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

22 If this Agreement exceeds Ten Thousand Dollars (\$10,000.00), SUBRECIPIENT shall be
23 subject to the examination and audit of the Auditor General for a period of three (3) years after final
24 payment under contract (Government Code Section 8546.7).

25 In addition, SUBRECIPIENT shall cooperate and participate with COUNTY's fiscal review
26 process and comply with all final determinations rendered by the COUNTY's fiscal review process. If
27 COUNTY reaches an adverse decision regarding SUBRECIPIENT's services to consumers, it may result in
28 the disallowance of payment for services rendered; or in additional controls to the delivery of services, or in

1 the termination of this Agreement, at the discretion of COUNTY's DSS Director or designee. If as a result of
2 COUNTY's fiscal review process a disallowance is discovered due to SUBRECIPIENT's deficiency,
3 SUBRECIPIENT shall be financially liable for the amount previously paid by COUNTY to SUBRECIPIENT
4 and this disallowance will be adjusted from SUBRECIPIENT's future payments, at the discretion of
5 COUNTY's DSS Director or designee. In addition, COUNTY shall have the sole discretion in the
6 determination of fiscal review outcomes, decisions and actions.

7 **23. FRATERNIZATION**

8 SUBRECIPIENT shall establish procedures addressing fraternization between
9 SUBRECIPIENT's staff and clients. Such procedures will include provisions for informing
10 SUBRECIPIENT's staff and clients regarding fraternization guidelines.

11 **24. STATE ENERGY CONSERVATION**

12 SUBRECIPIENT must comply with the mandatory standard and policies relating to energy
13 efficiency which are contained in the State Energy Conservation Plan issued in compliance with 42 United
14 States (US) Code sections 6321, et. seq.

15 **25. GRIEVANCES**

16 SUBRECIPIENT shall establish procedures for handling client complaints and/or
17 grievances. Such procedures will include provisions for informing clients of their rights to a State Hearing to
18 resolve such issues when appropriate.

19 **26. PROHIBITION ON PUBLICITY**

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

27 **27. PUBLIC INFORMATION**

28 SUBRECIPIENT shall disclose COUNTY as a funding source in all public information and

1 program materials developed in support of contracted services.

2 **28. NOTICES:**

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

5 COUNTY

6 Director of Social Services, County of Fresno
7 P.O. Box 1912
Fresno, CA 93718

5 SUBRECIPIENT

6 Executive Director
RH Community Builders
7 331 W Shields Avenue
Fresno, CA 93705

8
9 All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this Agreement
10 must be in writing and delivered either by personal service, by first-class United States mail, by an overnight
11 commercial courier service, by telephonic facsimile transmission, or by electronic mail (email). A notice
12 delivered by personal service is effective upon service to the recipient. A notice delivered by first-class
13 United States mail is effective three COUNTY business days after deposit in the United States mail,
14 postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service
15 is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery
16 fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice
17 delivered by telephonic facsimile or email is effective when transmission to the recipient is completed (but, if
18 such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to
19 be effective at the next beginning of a COUNTY business day), provided that the sender maintains a written
20 record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in
21 this section establishes, waives, or modifies any claims presentation requirements or procedures provided
22 by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government
23 Code, beginning with section 810).

24 **29. CHANGE OF LEADERSHIP/MANAGEMENT:**

25 In the event of any change in the status of SUBRECIPIENT's leadership or management,
26 SUBRECIPIENT shall provide written notice to COUNTY within thirty (30) days from the date of change.
27 Such notification shall include any new leader or manager's name, address and qualifications. "Leadership
28 or management" shall include any employee, member, or owner of SUBRECIPIENT who either a) directs

1 individuals providing services pursuant to this Agreement, b) exercises control over the manner in which
2 services are provided, or c) has authority over SUBRECIPIENT's finances.

3 **30. LOBBYING AND POLITICAL ACTIVITY:**

4 None of the funds provided under this Agreement shall be used for publicity, lobbying or
5 propaganda purposes designed to support or defeat legislation pending in the Congress of the United
6 States of America or the Legislature of the State of California.

7 SUBRECIPIENT shall not directly or indirectly use any of the funds under this Agreement for
8 any political activity or to further the election or defeat of any candidate for public office.

9 **31. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

21 **32. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED
22 ACTS**

23 SUBRECIPIENT acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for
24 False Claims and Statements) applies to SUBRECIPIENT's actions pertaining to this contract.

25 **33. RECORDS**

26 A. Record Establishment and Maintenance

27 SUBRECIPIENT shall establish and maintain records in accordance with those
28 requirements prescribed by COUNTY, with respect to all matters covered by this Agreement.

1 SUBRECIPIENT shall retain all fiscal books, account records and client files for services performed under
2 this Agreement for at least five (5) years from date of final payment under this Agreement or until all State
3 and Federal audits are completed for that fiscal year, whichever is later.

4 B. Cost Documentation

5 1) SUBRECIPIENT shall submit to COUNTY within ten (10) calendar days following the end
6 of each month, all fiscal and program reports for that month. SUBRECIPIENT shall also furnish to COUNTY
7 such statements, records, data and information as COUNTY may request pertaining to matters covered by
8 this Agreement. In the event that SUBRECIPIENT fails to provide reports as provided herein, it shall be
9 deemed sufficient cause for COUNTY to withhold payments until compliance is established.

10 2) All costs shall be supported by properly executed payrolls, time records, invoices,
11 vouchers, orders, or any other accounting documents pertaining in whole or in part to this Agreement and
12 they shall be clearly identified and readily accessible. The support documentation must indicate the line
13 budget account number to which the cost is charged.

14 3) COUNTY shall notify SUBRECIPIENT in writing within thirty (30) days of any potential
15 State or Federal audit exception discovered during an examination. Where findings indicate that program
16 requirement are not being met and State or Federal participation in this program may be imperiled in the
17 event that corrections are not accomplished by SUBRECIPIENT within thirty (30) days of receipt of such
18 notice from COUNTY, written notification thereof shall constitute COUNTY's intent to terminate this
19 Agreement.

20 C. Service Documentation

21 SUBRECIPIENT agrees to maintain records to verify services under this Agreement
22 including names and addresses of clients served, if applicable, and the dates of service and a description of
23 services provided on each occasion. These records and any other documents pertaining in whole or in part
24 to this Agreement shall be clearly identified and readily accessible.

25 **34. INTERPRETATION OF LAWS AND REGULATIONS**

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

28 ///

1 **35. CHILD SUPPORT COMPLIANCE ACT**

2 For any State-funded Agreement in excess of \$100,000, SUBRECIPIENT acknowledges in
3 accordance with Public Contract Code 7110, that:

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

9 B. SUBRECIPIENT to the best of its knowledge is fully complying with the earnings
10 assignment orders of all employees and is providing the names of all new employees to the New Hire
11 Registry maintained by the California Employment Development Department.

12 **36. PRIORITY HIRING CONSIDERATIONS**

13 If this Agreement includes State funding and services in excess of \$200,000,
14 SUBRECIPIENT shall give priority consideration in filling vacancies in positions funded by the Agreement to
15 qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public
16 Contract Code Section 10353.

17 **37. NO OBLIGATION BY FEDERAL GOVERNMENT**

18 The Federal Government is not a party to this contract and is not subject to any obligations
19 or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from
20 this Agreement.

21 **38. CONTRACTOR'S NAME CHANGE**

22 An amendment is required to change the name of SUBRECIPIENT as listed on this
23 Agreement. Upon receipt of legal documentation of the name change COUNTY will process the
24 amendment. Payment of invoices presented with the new name cannot be paid prior to approval of said
25 amendment.

26 **39. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

27 SUBRECIPIENT, its officers, consultants, subcontractors, agents and employees shall
28 comply with all applicable State, Federal and local laws, regulations, and executive orders, as well as

1 Federal policies, procedures, and directives governing projects that utilize State and Federal Funds. This
2 includes laws, rules and regulations that pertain to construction, health and safety, labor, fair employment
3 practices, environmental protection, equal opportunity, fair housing, and all other matters applicable or
4 related to SUBRECIPIENT's services, the SUBRECIPIENT, its subcontractors, and all eligible activities.

5 SUBRECIPIENT shall be responsible for obtaining all permits, licenses, and approvals
6 required for performing any activities under this Agreement, including those necessary to perform design,
7 implementation, operation, and maintenance of the activities. SUBRECIPIENT shall be responsible for
8 observing and complying with any applicable federal, state, and local laws, rules, and regulations affecting
9 any such work, specifically those including, but not limited to, environmental protection, procurement, and
10 safety laws, rules, regulations, and ordinances. SUBRECIPIENT shall provide copies of permits and
11 approvals to COUNTY upon request.

12 **40. ESG ELIGIBILITY AND REPORTING REQUIREMENTS**

13 A. SUBRECIPIENT is required to accept referrals only through the FMCoC
14 Coordinated Entry System or COUNTY.

15 B. COUNTY's failure to inform SUBRECIPIENT of any reporting requirements shall not
16 relieve SUBRECIPIENT of compliance with any ESG eligibility and reporting requirements.
17 SUBRECIPIENT agrees, in accordance with the requirements of the ESG program, that ALL beneficiaries
18 of SUBRECIPIENT's activities provided under this Agreement must meet the following minimum criteria:

19 1. Any individual or family provided with assistance through ESG must meet the
20 U.S. Department of Housing and Urban Development (HUD) definition of homeless and must be
21 documented.

22 2. The households targeted must be those most in need of this assistance and
23 most likely to achieve stable housing, whether subsidized or unsubsidized, outside of ESG after the
24 program concludes.

25 C. If SUBRECIPIENT is providing Rapid Rehousing services, the beneficiary household
26 must be at or below 30% of the Area Median Income (AMI) for Fresno at re-evaluation as referenced in
27 Exhibit D incorporated herein by reference and made part of this Agreement. If SUBRECIPIENT is
28 providing Homeless Prevention services, the beneficiary household must be at or below 30% of the AMI at

1 intake and re-evaluation. The AMI may change on a yearly basis and SUBRECIPIENT is required to use
2 the most recent version as provided by HUD.

3 D. SUBRECIPIENT is expected to meet all other ESG requirements as described in 24
4 CFR Part 576.

5 **41. MINIMUM DATA COLLECTION REQUIREMENTS**

6 SUBRECIPIENT is required to collect and report client-level data in the local Homeless
7 Management Information System (HMIS) administered by the Fresno Housing Authority. Reporting through
8 HMIS is a requirement of ESG funding. HMIS will be used to collect data and report on outputs and
9 outcomes as required by HUD. SUBRECIPIENT is required to enter all client intakes, provide regular
10 updates and exit all clients once services are completed.

11 At a minimum, SUBRECIPIENT must enter the following information in the FMCoC HMIS
12 database for federal reporting purposes:

- 13 (1) Name
- 14 (2) Social Security Number
- 15 (3) Date of Birth
- 16 (4) Race
- 17 (5) Ethnicity
- 18 (6) Gender
- 19 (7) Veteran Status
- 20 (8) Disabling Condition
- 21 (9) Residence Prior to Program Entry
- 22 (10) Zip Code of Last Permanent Address
- 23 (11) Housing Status
- 24 (12) Program Entry Date
- 25 (13) Program Exit Date
- 26 (14) Personal Identification Number
- 27 (15) Household Identification Number
- 28 (16) Income and Sources

- (17) Non-Cash Benefits
- (18) Destination (Where Client Will Stay Upon Exit)
- (19) Financial Services Provided
- (20) Housing Relocation and Stabilization Services Provided

COUNTY reserves the right to add additional reporting requirements as required by HUD.

42. ELECTRONIC SIGNATURE:

The parties agree that this Agreement may be executed by electronic signature as provided in this section. An “electronic signature” means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

43. GOVERNING LAW:

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

44. DISPUTES:

SUBRECIPIENT shall continue with the responsibilities under this Agreement during any dispute.

1 **45. SEVERABILITY**

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

4 **46. 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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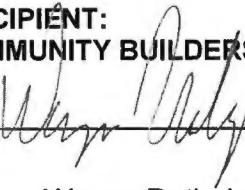
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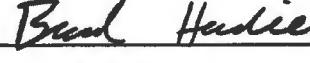
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

3
4 **SUBRECIPIENT:**
5 **RH COMMUNITY BUILDERS**

6 By: 

7 Print Name: Wayne Rutledge

8 Title: Chief Executive Officer
9 Chairman of the Board, or
10 President, or any Vice President

11 By: 

12 Print Name: Brad Hardie

13 Title: President
14 Secretary (of Corporation), or
15 any Assistant Secretary, or
16 Chief Financial Officer, or
17 any Assistant Treasurer

18
19
20 Mailing Address:
21 331 W Shields Ave
22 Fresno, CA 93705
23 Phone No: (559) 314-3914
24 Contact: Executive Director

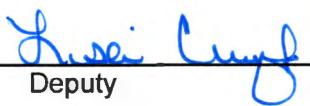
25 FOR ACCOUNTING USE ONLY:

26 Fund/Subclass: 0001/10000
27 ORG No.: 56107093
28 Account No.: 7870

5 COUNTY OF FRESNO

6 By: 
7 Steve Brandau, Chairman of the Board of
8 Supervisors of the County of Fresno

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

13 By: 
14 Deputy

SUMMARY OF SERVICES

ORGANIZATION: RH COMMUNITY BUILDERS

SERVICES: RAPID REHOUSING SERVICES at CROSSROADS VILLAGE

CONTRACT TERM: October 1, 2021 - June 30, 2022
July 1, 2022 - June 30, 2023 (optional)
July 1, 2023 - June 30, 2024 (optional)

RAPID REHOUSING SERVICES

The County of Fresno's (County) Rapid Rehousing program at Crossroads Village is designed to help individuals and families exit homelessness and achieve housing stability in permanent housing. The target population of Rapid Rehousing services are individuals or families that are experiencing homelessness and have demonstrated the ability to continue progressing towards unsubsidized housing or those who are also at risk of serious illness from COVID-19.

The Rapid Rehousing program provides temporary, medium-term financial assistance (0-24 months), combined with housing location and case management services, to help homeless individuals and families obtain permanent housing and achieve long-term stability.

Rapid Rehousing services shall follow a project-based model.

- Project-based assistance will be provided at the Crossroads Village site located at 3737 N Blackstone Ave, Fresno, CA 93726.
- Participants will exit from the Rapid Rehousing program to permanent housing at another location. Participants shall receive up to 24 months of financial assistance through this program with County approval for any length of stay over 12 months.

The Rapid Rehousing program shall consist of the following:

- A. Case Management: Intensive case management services are to be provided that focus on developing an unsubsidized housing plan for all participants, helping them overcome barriers to attaining permanent housing, locating and placing participants into housing, monitoring participant progress, and intervening with relevant support, if necessary, to ensure participant stability. Six (6) direct service staff will provide services. Case management services entail regular contact, weekly or as needed; sustained effort to stabilize the participant's housing situation; and active pursuit of additional community resources for the participant's benefit.
- B. Renters' Education: An educational series is to be provided to participants focused on improving their stability and life skills that will assist participants with long-term housing stability. Group courses will be offered annually on skills such as conflict resolution with landlords and neighbors, resident maintenance, and long-term housing goals.
- C. Rental Assistance: Direct financial assistance is to be provided to remove immediate barriers to housing, including rental assistance of up to 24 months (any time after 12 months requires pre-approval from COUNTY), utility payments, security and utility deposits, moving costs, transportation costs, and rental application fees. Transportation costs must be related to housing search and placement or housing stability case management (reference [24 CFR 576.105\(b\)\(1\)\(2\)](#) for more details). The RRH program will work with clients to ensure that clients pay a share of cost toward rental assistance, beginning with the first month of assistance. The RRH Program shall develop a share of cost schedule and ensure that client subsidies adhere to the schedule based on individual needs. The income limit of all clients is 30% of Area Median Income (AMI). In addition, clients must pay no more than 30% of the fair market rent of the units. The maximum client share of cost is \$366 for a studio and \$392 for a 1-bedroom.

These Rapid Rehousing services are intended to both help individuals obtain permanent housing stability and mitigate the impacts on participants created by coronavirus. Current residents who have been in placement since January 2021 will need to be transitioned out of Crossroads Village and into permanent housing upon exhaustion of the subsidy due to the funding restrictions of ESG-CV. Security deposits for each resident are collected upon entry to Crossroads and will be returned to the resident upon exit of Crossroads. RH will be responsible for developing transition plans for all clients moving out of Crossroads.

For eligible uses of ESG-CV funding, refer to [CPD Notice 20-08](#) and [24 CFR 576](#).

SUBRECIPIENT RESPONSIBILITIES

Subrecipient shall:

- Provide the above Rapid Rehousing Program services during the term of the Agreement.
- Understand that the project is evolving. RH may be required to assist in relocating and assisting residents while renovations occur in the hotel.
- 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).
- Develop an adequate procedure to prevent duplication of benefits.
- Accept referrals only through the FMCOC CES or DSS.
- In the event the number of referrals exceeds the number of available housing placements, RH will prioritize referrals using the following criteria: Vulnerability Index – Service Prioritization Decision Assistance Tool score, length of homelessness, medical conditions, and any other relevant factors.
- Enter participant information into the Homeless Management Information System (HMIS) in compliance with ESG and HUD data collection, management, and reporting standards.
- 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 annual Civil Rights training to staff and provide relevant verification to the County of Fresno by April 1.
- 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 for services rendered in the previous month.
- RH must also report the following:
 1. The number of individuals receiving case management and the duration of the assistance;
 2. The types of assistance received by recipients (financial and/or case management); and
 3. The client's housing status at 6 months after receiving assistance from the program.

PERFORMANCE GOALS AND OUTCOMES

RH shall meet the following outcomes during the term of this agreement:

1. 80% of clients that exit the Rapid Rehousing program component will remain stably housed at 6 months after exiting the program.
2. 60% of participants will be referred to outside services including but not limited to physical health, behavioral health, and/or mental health treatments, money management classes, or anything else deemed appropriate for this population.

In addition to the above outcomes, RH shall meet the following performance goals during the term of this agreement:

1. 124 clients will exit Crossroads Village into permanent housing.
2. 140 unique clients will receive rental assistance per fiscal year.
3. A minimum of 3 workshops and activities will be offered per month.
4. A minimum of 15 clients will attend twice per month workshops and 80% of all clients will attend at least 1 workshop or activity during their residency at Crossroads Village (sign-in sheets to be provided to the County).

BUDGET SUMMARY

ORGANIZATION: RH Community Builders
SERVICES: Crossroads Rapid Rehousing
CONTRACT TERM: October 1, 2021 through June 30, 2022
CONTRACT AMOUNT: \$1,777,510

Budget Categories	Amount
Rapid Rehousing Personnel	
Salaries	
0.25 FTE Housing Director	
1.0 FTE Program Manager	
2.0 FTE Housing Case Managers III	
2.0 FTE Housing Case Managers II	
2.0 FTE Housing Case Managers I	
0.10 FTE Financial Analyst	
1.0 FTE Office Assistant	
Payroll Taxes	
Worker's Comp	
Benefits	
	Subtotal \$388,545
Rapid Rehousing Operations	
Operations	
Office Supplies	
Equipment	
Cleaning Supplies	
Internet, Phone & Email	
Training	
Insurance and Professional Fees	
Transportation	
	Subtotal \$40,464
Rapid Rehousing Direct Financial Assistance	
Rental Assistance	
Utility Payments	
Security/Utility Deposits	
Moving Costs	
Rental Application Fees	
	Subtotal \$1,186,909
Indirect Costs	
	Subtotal \$161,592
	Total \$1,777,510

Note: Rent shall not exceed Fair Market Rent for the County of Fresno. Only eligible expenses 24 CFR 576 (ESG) and CPD Notice 20-08 (ESG-CV) are allowed.

BUDGET SUMMARY

ORGANIZATION: RH Community Builders
SERVICES: Crossroads Rapid Rehousing
CONTRACT TERM: July 1, 2022 through June 30, 2023 (if term is exercised)
CONTRACT AMOUNT: \$2,391,744

Budget Categories	Amount
Rapid Rehousing Personnel	
Salaries	
0.25 FTE Housing Director	
1.0 FTE Program Manager	
2.0 FTE Housing Case Managers III	
2.0 FTE Housing Case Managers II	
2.0 FTE Housing Case Managers I	
0.10 FTE Financial Analyst	
1.0 FTE Office Assistant	
Payroll Taxes	
Worker's Comp	
Benefits	
	Subtotal \$537,816
Rapid Rehousing Operations	
Operations	
Office Supplies	
Equipment	
Cleaning Supplies	
Internet, Phone & Email	
Training	
Insurance and Professional Fees	
Transportation	
	Subtotal \$53,952
Rapid Rehousing Direct Financial Assistance	
Rental Assistance	
Utility Payments	
Security/Utility Deposits	
Moving Costs	
Rental Application Fees	
	Subtotal \$1,582,545
Indirect Costs	
	Subtotal \$217,431
	Total \$2,391,744

Note: Rent shall not exceed Fair Market Rent for the County of Fresno. Only eligible expenses 24 CFR 576 (ESG) and CPD Notice 20-08 (ESG-CV) are allowed.

BUDGET SUMMARY

ORGANIZATION: RH Community Builders
SERVICES: Crossroads Rapid Rehousing
CONTRACT TERM: July 1, 2023 through June 30, 2024 (if term is exercised)
CONTRACT AMOUNT: \$2,419,085

Budget Categories	Amount
Rapid Rehousing Personnel	
Salaries	
0.25 FTE Housing Director	
1.0 FTE Program Manager	
2.0 FTE Housing Case Managers III	
2.0 FTE Housing Case Managers II	
2.0 FTE Housing Case Managers I	
0.10 FTE Financial Analyst	
1.0 FTE Office Assistant	
Payroll Taxes	
Worker's Comp	
Benefits	
	Subtotal \$562,671
Rapid Rehousing Operations	
Operations	
Office Supplies	
Equipment	
Cleaning Supplies	
Internet, Phone & Email	
Training	
Insurance and Professional Fees	
Transportation	
	Subtotal \$53,952
Rapid Rehousing Direct Financial Assistance	
Rental Assistance	
Utility Payments	
Security/Utility Deposits	
Moving Costs	
Rental Application Fees	
	Subtotal \$1,582,545
Indirect Costs	
	Subtotal \$219,917
	Total \$2,419,085

Note: Rent shall not exceed Fair Market Rent for the County of Fresno. Only eligible expenses 24 CFR 576 (ESG) and CPD Notice 20-08 (ESG-CV) are allowed.

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:	

THIRTY PERCENT INCOME LIMITS STATE: CALIFORNIA		30% L O W I N C O M E L I M I T S								PAGE 10
		MEDIAN	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Bakersfield, CA MSA	59700	14650	16750	18850	20900	22600	24250	25950	27600	
Chico, CA MSA	68400	14650	16750	18850	20900	22600	24250	25950	27600	
El Centro, CA MSA	56200	14650	16750	18850	20900	22600	24250	25950	27600	
Fresno, CA MSA	62800	14650	16750	18850	20900	22600	24250	25950	27600	
Hanford-Corcoran, CA MSA	65800	14650	16750	18850	20900	22600	24250	25950	27600	
Los Angeles-Long Beach-Anaheim, CA MSA										
Los Angeles-Long Beach-Glendale, 80000	24850	28400	31950	35450	38300	41150	44000	46800		
Santa Ana-Anaheim-Irvine, CA HMFA 106700	28250	32300	36350	40350	43600	46850	50050	53300		
Madera, CA MSA	62900	14650	16750	18850	20900	22600	24250	25950	27600	
Merced, CA MSA	66400	14650	16750	18850	20900	22600	24250	25950	27600	
Modesto, CA MSA	68900	15000	17150	19300	21400	23150	24850	26550	28250	
Napa, CA MSA	101500	23900	27300	30700	34100	36850	39600	42300	45050	
Oxnard-Thousand Oaks-Ventura, CA	98800	23600	26950	30300	33650	36350	39050	41750	44450	
Redding, CA MSA	69500	14950	17050	19200	21300	23050	24750	26450	28150	
Riverside-San Bernardino-Ontario	77500	16600	19000	21350	23700	25600	27500	29400	31300	
Sacramento-Roseville-Arden-Arcade, CA MS										
Sacramento--Roseville--Arden-Arc 91100	19050	21800	24500	27200	29400	31600	33750	35950		
Yolo, CA HMFA	88600	18650	21300	23950	26600	28750	30900	33000	35150	
Salinas, CA MSA	80900	21350	24400	27450	30500	32950	35400	37850	40300	
San Diego-Carlsbad, CA MSA	95100	25450	29100	32750	36350	39300	42200	45100	48000	
San Francisco-Oakland-Hayward, CA MSA										
Oakland-Fremont, CA HMFA	125600	28800	32900	37000	41100	44400	47700	51000	54300	
San Francisco, CA HMFA	149600	38400	43850	49350	54800	59200	63600	68000	72350	
San Jose-Sunnyvale-Santa Clara, CA MSA										
San Benito County, CA HMFA	90700	20550	23450	26400	29300	31650	34000	36350	38700	
San Jose-Sunnyvale-Santa Clara, 151300	34800	39800	44750	49700	53700	57700	61650	65650		
San Luis Obispo-Paso Robles-Arro	97800	20550	23500	26450	29350	31700	34050	36400	38750	

U.S. Department of Housing and Urban Development. ESG Income Limits. Effective April 1, 2021. Retrieved from <http://www.hudexchange.info/resource/5079/esg-income-limits/>

Note: AMI is updated annually. Subrecipient must use most current HUD AMI.