

AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of June, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **Mental Health Systems, Inc.**, a California Non-Profit Corporation, whose address is 9465 Farnham Street, San Diego, CA 92123, hereinafter referred to as "SUBRECIPIENT."

WITNESSETH:

WHEREAS, COUNTY is the Administrative Entity for Homeless Emergency Aid Program (HEAP) grant funds awarded to the Fresno Madera Continuum of Care (FMCoC) by the California Business, Consumer Services and Housing (BCSH) Agency, as authorized by SB 850 (Chapter 48, Statues of 2018); and

WHEREAS, the Fresno Madera Continuum of Care has a need for coordinated homeless services to address the homelessness crisis throughout the Counties of Fresno and Madera; and

WHEREAS, SUBRECIPIENT has the expertise and is willing to provide triage emergency shelter 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. OBLIGATIONS

A. SUBRECIPIENT shall perform all services and fulfill all responsibilities to provide triage emergency shelter as identified in COUNTY's Request for Proposal (RFP) No. 19-053, dated February 12, 2019, and Addendum No. One (1) to COUNTY's RFP No. 19-053, dated February 27, 2019, collectively hereinafter referred to as COUNTY's Revised RFP No. 19-053 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 set forth in Exhibit A, Summary of Services, attached hereto and by this reference incorporated herein.

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

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

5 E. COUNTY has entered into an agreement with the State of California for HEAP
6 funding (Agreement No. 18-HEAP-0027), a copy of which is attached hereto as Exhibit C and is
7 incorporated herein by this reference. Services provided by SUBRECIPIENT under this Agreement shall
8 be funded with HEAP funding and, therefore, SUBRECIPIENT shall be aware of, agree to, and comply
9 with all State requirements governing the use of HEAP funds; and all conditions in Exhibit C. Failure to
10 comply with these requirements and conditions may result in termination of this Agreement pursuant to
11 Section Three (3) of this Agreement. Required conditions include, but are not limited to:a

12 1) Perform the work in accordance with Federal, State and Local housing and
13 building codes, as applicable.

14 2) Maintain at least the minimum State-required worker's compensation for those
15 employees who will perform the work or any part of it.

16 3) Maintain, as required by law, unemployment insurance, disability insurance,
17 and liability insurance in an amount that is reasonable to compensate any person, firm or corporation
18 who may be injured or damaged by the SUBRECIPIENT or any Subcontractor in performing the Work or
19 any part of it.

20 4) Agree to include all the terms of this Agreement and Exhibit C in each
21 subcontract.

22 F. In the event of any inconsistency among the documents described in Paragraphs
23 One (1) A, B, C, D, and E hereinabove, the inconsistency shall be resolved by giving precedence in the
24 following order of priority: 1) to this Agreement, including all Exhibits attached hereto, 2) to COUNTY's
25 Revised RFP No. 19-053, and 3) to the SUBRECIPIENT's response to the Revised RFP. A copy of
26 COUNTY's Revised RFP 19-053 and SUBRECIPIENT's response shall be retained and made available
27 during the term of this Agreement by COUNTY's Department of Social Services, hereinafter referred to
28 as COUNTY's DSS.

1 **2. TERM**

2 This Agreement shall be effective upon execution through and including May 31, 2021.

3 **3. TERMINATION**

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

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

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

14 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any
15 breach of this Agreement or any default which may then exist on the part of the SUBRECIPIENT. Neither
16 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
17 default. The COUNTY shall have the right to demand of the SUBRECIPIENT the repayment to the
18 COUNTY of any funds disbursed to the SUBRECIPIENT under this Agreement, which in the judgment of
19 the COUNTY were not expended in accordance with the terms of this Agreement. The SUBRECIPIENT
20 shall promptly refund any such funds upon demand.

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

24 **4. COMPENSATION**

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

1 In no event shall actual services performed under this Agreement be in excess of Two
2 Million, One Hundred Sixty-Nine Thousand, Two Hundred Twenty-One and No/100 Dollars
3 (\$2,169,221). Payments by COUNTY shall be in arrears, for services provided during the preceding
4 month, within forty-five (45) days after receipt, verification and approval of SUBRECIPIENT's invoices by
5 COUNTY.

6 It is understood that all expenses incidental to SUBRECIPIENT'S performance of services
7 under this Agreement shall be borne by SUBRECIPIENT. If SUBRECIPIENT should fail to comply with
8 any provision of the Agreement, COUNTY shall be relieved of its obligation for further compensation.
9 Any compensation which is not expended by SUBRECIPIENT pursuant to the terms and conditions of
10 this Agreement shall automatically revert to COUNTY. The services provided by the SUBRECIPIENT
11 under this Agreement are funded in whole or in part by the State of California. In the event that funding
12 for these services is delayed by the State Controller, COUNTY may defer payment to CONTRACTOR.
13 The amount of the deferred payment shall not exceed the amount of funding delayed by the State
14 Controller to the COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of
15 time of the State Controller's delay of payment to COUNTY plus forty-five (45) days.

16 To the extent permitted by State and Federal rules and regulations, advanced payment of up
17 to ten percent (10%) of the maximum compensation under this Agreement may be requested of
18 COUNTY by SUBRECIPIENT. Advance payments shall be limited to implementation costs for new
19 and/or expanded services only. Approval of an advanced payment is at the sole discretion of COUNTY's
20 DSS Director or designee. If advanced payment occurs, the amount of the advanced payment shall be
21 deducted in equal installments from claims submitted during the seventh through twelfth months of this
22 Agreement.

23 **5. INVOICING**

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

26 DSSInvoices@fresnocountyca.gov. Payments by COUNTY's DSS shall be in arrears, for actual services
27 provided during the preceding month, within forty-five (45) days after receipt, verification, and approval of
28 SUBRECIPIENT's invoices by COUNTY's DSS. A monthly activity report shall accompany the invoice,

1 reflecting services supported by the invoiced expenditures and be in a form and in such detail as
2 acceptable to the COUNTY's DSS. All final claims for funding shall be submitted by SUBRECIPIENT by no
3 later than June 10, 2021.

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

12 **6. INDEPENDENT CONTRACTOR:**

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

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

24 Because of its status as an independent contractor, SUBRECIPIENT shall have absolutely
25 no right to employment rights and benefits available to COUNTY employees. SUBRECIPIENT shall be
26 solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee
27 benefits. In addition, SUBRECIPIENT shall be solely responsible and save COUNTY harmless from all
28 matters relating to payment of SUBRECIPIENT'S employees, including compliance with Social Security

1 withholding and all other regulations governing such matters. It is acknowledged that during the term of this
2 Agreement, SUBRECIPIENT may be providing services to others unrelated to the COUNTY or to this
3 Agreement.

4 **7. MODIFICATION**

5 A. Any matters of this Agreement may be modified from time to time by the written
6 consent of all the parties without, in any way, affecting the remainder.

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

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

18 **8. NON-ASSIGNMENT**

19 SUBRECIPIENT shall not assign, transfer or sub-contract this Agreement nor their rights or
20 duties under this Agreement without the prior written consent of the COUNTY or COUNTY's DSS Director
21 or designee. Any transferee, assignee, or subcontractor will be subject to all applicable provisions of this
22 Agreement, and all applicable State and Federal regulations. SUBRECIPIENT shall be held primarily
23 responsible by the COUNTY for the performance of any transferee, assignee, or subcontractor unless
24 otherwise expressly agreed to in writing by COUNTY. The use of subcontractor by SUBRECIPIENT shall
25 not entitle SUBRECIPIENT to any additional compensation than is provided for under this Agreement.

26 **9. HOLD HARMLESS**

27 SUBRECIPIENT agrees to indemnify, save, hold harmless, and at COUNTY'S request,
28 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including

1 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in
2 connection with the performance, or failure to perform, by SUBRECIPIENT, its officers, agents, or
3 employees under this Agreement, and from any and all costs and expenses (including attorney's fees and
4 costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who
5 may be injured or damaged by the performance, or failure to perform, of SUBRECIPIENT, its officers,
6 agents, or employees under this Agreement.

7 **10. INSURANCE**

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

12 A. Commercial General Liability

13 Commercial General Liability Insurance with limits of not less than Two Million Dollars
14 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
15 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
16 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
17 liability or any other liability insurance deemed necessary because of the nature of this contract.

18 B. Automobile Liability

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

22 C. Professional Liability

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

26 D. Worker's Compensation

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

1 E. Additional Requirements Relating to Insurance

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

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

14 Within Thirty (30) days from the date SUBRECIPIENT signs and executes this Agreement,
15 SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above for all of the
16 foregoing policies, as required herein, to the County of Fresno, P.O. Box 1912, Fresno, CA 93718-1219,
17 Attention: Contract Analyst, stating that such insurance coverage has been obtained and is in full force; that
18 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
19 policies; that for such worker's compensation insurance the SUBRECIPIENT has waived its right to recover
20 from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and
21 that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance
22 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional
23 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for
24 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
25 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance
26 provided under SUBRECIPIENT's policies herein; and that this insurance shall not be cancelled or changed
27 without a minimum of thirty (30) days advance, written notice given to COUNTY.

28 In the event SUBRECIPIENT fails to keep in effect at all times insurance coverage as herein

1 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
2 Agreement upon the occurrence of such event.

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

6 **11. CONFLICT OF INTEREST**

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

14 **12. NON-DISCRIMINATION**

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

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 and regulations; and

18 D. This assurance shall be included in every nonexempt subgrant, contract, or
19 subcontract.

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

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

28 **16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INTELIGIBILITY, AND**

1 contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing,
2 use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY
3 resources; and/or disruption to COUNTY operations.

4 Individuals and/or agencies may not connect to or use COUNTY networks/systems via
5 personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting
6 purposes and provide a secure connection; up to date virus protection and mobile devices must have the
7 remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not
8 be used (COUNTY or SUBRECIPIENT device) or brought in for use into the COUNTY's system(s) without
9 prior authorization from COUNTY's Chief Information Officer and/or designee(s).

10 SUBRECIPIENT may not store COUNTY's private, confidential or sensitive data on any
11 hard-disk drive, portable storage device or remote storage installation unless encrypted according to
12 advance encryption standards (AES of 128 bit or higher).

13 The COUNTY will immediately be notified of any violations, breaches or potential breaches
14 of security related to COUNTY's confidential information, data and/or data processing equipment which
15 stores or processes COUNTY data, internally or externally.

16 COUNTY shall provide oversight to SUBRECIPIENT's response to all incidents arising from
17 a possible breach of security related to COUNTY's confidential client information. SUBRECIPIENT will be
18 responsible to issue any notification to affected individuals as required by law or as deemed necessary by
19 COUNTY in its sole discretion. SUBRECIPIENT will be responsible for all costs incurred as a result of
20 providing the required notification.

21 **19. PROPERTY OF COUNTY**

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

26 All purchases over Five Thousand Dollars (\$5,000) made during the life of this
27 Agreement that will outlive the life of this Agreement shall be identified as fixed assets with an assigned
28 Fresno County DSS Accounting Inventory Number. These fixed assets shall be retained by COUNTY,

1 as COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement.
2 SUBRECIPIENT agrees to participate in an annual inventory of all COUNTY fixed assets and shall be
3 physically present when fixed assets are returned to COUNTY possession at the termination or
4 expiration of this Agreement. SUBRECIPIENT is responsible for returning to COUNTY all COUNTY
5 owned fixed assets upon the expiration or termination of this Agreement.

6 **20. INDEPENDENT AUDIT**

7 A. COUNTY reserves the right to perform or cause to be performed a financial audit. At
8 COUNTY's request, the SUBRECIPIENT shall provide, at its own expense, a financial audit prepared by a
9 certified public accountant. HEAP administrative funds may be used to fund this expense.

10 1) If a financial audit is required by COUNTY, the audit shall be performed by an
11 independent certified public accountant.

12 2) The SUBRECIPIENT shall notify COUNTY of the auditor's name and address
13 immediately after the selection has been made. The contract for the audit shall allow access by COUNTY
14 and State representatives to the independent auditor's working papers.

15 3) The SUBRECIPIENT is responsible for the completion of audits and all costs of
16 preparing audits.

17 4) The completed audit report shall be submitted by the auditor to COUNTY within
18 three business days of completion.

19 5) If there are audit findings, the SUBRECIPIENT must submit a detailed response
20 acceptable to COUNTY for each audit finding within 90 days from the date of the audit finding report.

21 B. Failure to comply with the above provisions may result in COUNTY performing the
22 necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit costs related
23 to this Agreement are the sole responsibility of SUBRECIPIENT who agrees to take corrective action to
24 eliminate any material noncompliance or weakness found as a result of such audit. Audit work performed
25 by COUNTY under this paragraph shall be billed to SUBRECIPIENT at COUNTY cost, as determined by
26 COUNTY's Auditor-Controller/Treasurer-Tax Collector.

27 **21. AUDITS AND INSPECTIONS**

28 The SUBRECIPIENT shall at any time during business hours, and as often as the COUNTY

1 may deem necessary, make available to the COUNTY for examination all of its records and data with
2 respect to the matters covered by this Agreement. The SUBRECIPIENT shall, upon request by the
3 COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure
4 SUBRECIPIENT'S compliance with the terms of this Agreement.

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

9 In addition, SUBRECIPIENT shall cooperate and participate with COUNTY's fiscal review
10 process and comply with all final determinations rendered by the COUNTY's fiscal review process. If
11 COUNTY reaches an adverse decision regarding SUBRECIPIENT's services to consumers, it may result in
12 the disallowance of payment for services rendered; or in additional controls to the delivery of services, or in
13 the termination of this Agreement, at the discretion of COUNTY's DSS Director or designee. If as a result of
14 COUNTY's fiscal review process a disallowance is discovered due to SUBRECIPIENT's deficiency,
15 SUBRECIPIENT shall be financially liable for the amount previously paid by COUNTY to SUBRECIPIENT
16 and this disallowance will be adjusted from SUBRECIPIENT's future payments, at the discretion of
17 COUNTY's DSS Director or designee. In addition, COUNTY shall have the sole discretion in the
18 determination of fiscal review outcomes, decisions and actions.

19 **22. FRATERNIZATION**

20 SUBRECIPIENT shall establish procedures addressing fraternization between
21 SUBRECIPIENT's staff and clients. Such procedures will include provisions for informing
22 SUBRECIPIENT's staff and clients regarding fraternization guidelines.

23 **23. STATE ENERGY CONSERVATION**

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

27 **24. CHARITABLE CHOICE**

28 SUBRECIPIENT may not discriminate in its program delivery against a client or potential

1 client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively
2 participate in a religious practice. Any specifically religious activity or service made available to individuals
3 by the SUBRECIPIENT must be voluntary as well as separate in time and location from COUNTY funded
4 activities and services. SUBRECIPIENT shall inform COUNTY as to whether it is faith-based. If
5 SUBRECIPIENT identifies as faith-based, they must submit to DSS a copy of its policy on referring
6 individuals to alternate treatment SUBRECIPIENT, and include a copy of this policy in their client admission
7 forms. The policy must inform individuals that they may be referred to an alternative provider if they object
8 to the religious nature of the program, and include a notice to DSS. Adherence to this policy will be
9 monitored during site reviews, and a review of client files. If SUBRECIPIENT identifies as faith-based, by
10 July 1 of each year SUBRECIPIENT will be required to report to DSS the number of individuals who
11 requested referrals to alternate providers based on religious objection.

12 **25. 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 above,
16 publicity of the services described in Paragraph One (1) of this Agreement shall be allowed as necessary to
17 raise public awareness about the availability of such specific services when approved in advance by the
18 Director or designee and at a cost as provided in Exhibit B for such items as written/printed materials, the
19 use of media (i.e., radio, television, newspapers) and any other related expense(s).

20 **26. PUBLIC INFORMATION**

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

22 **27. NOTICES**

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

25 COUNTY

26 Director, COUNTY OF FRESNO
27 Department of Social Services
P.O. Box 1912
Fresno, CA 93718-1912

SUBRECIPIENT

Director
Mental Health Systems, Inc.
9465 Farnham Street
San Diego, CA 92123

28 All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this

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

15 **28. GOVERNING LAW**

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

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

20 **29. CHANGE OF LEADERSHIP/MANAGEMENT**

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

27 **30. LOBBYING AND POLITICAL ACTIVITY**

28 None of the funds provided under this Agreement shall be used for publicity, lobbying or

1 propaganda purposes designed to support or defeat legislation pending in the Congress of the United
2 States of America or the Legislature of the State of California.

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

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

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

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

17 **32. SEVERABILITY**

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

20 **33. ENTIRE AGREEMENT**

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

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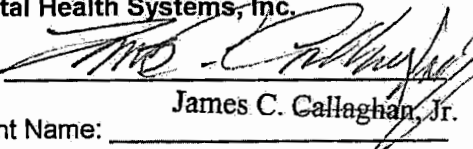
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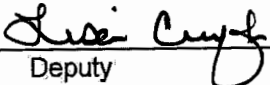
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

SUBRECIPIENT:
Mental Health Systems, Inc.
By: 
Print Name: James C. Callaghan, Jr.
Title: President & CEO
Chairman of the Board, or
President, or any Vice President

COUNTY OF FRESNO

Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

Mailing Address:
9465 Farnham Street, San Diego, CA 92123
Phone No: (858) 573-2600
Contact: Chief Operating Officer

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

FOR ACCOUNTING USE ONLY:
Fund/Subclass: 0001/10000
ORG No.: 56107114
Account No.: 7870

DEN:dm

SUMMARY OF SERVICES

ORGANIZATION: Mental Health Systems, Inc. (MHS)
ADDRESS: 9465 Farnham Street, San Diego, CA 92123
SERVICE ADDRESS: 2550 W. Clinton Avenue, Fresno, CA, 93705
TELEPHONE: (858) 573-2600
CONTACT: Wendy Broughton, Chief Operating Officer
EMAIL: wbroughton@mhsinc.org
CONTRACT: Triage Center Emergency Shelter Services
CONTRACT TERM: June 4, 2019 to May 31, 2021
CONTRACT AMOUNT: \$2,169,221

SUMMARY OF SERVICES

MHS shall provide Triage Center Emergency Shelter services, including 24-hour emergency shelter that offers low-barrier access to dormitory or private accommodations with on-site, housing-focused services including diversion pre-screening, case management, housing search and placement, connection to community resources, and stabilization of health issues. MHS will provide fifty (50) emergency shelter beds to homeless individuals. The Triage Center is intended to provide a safe, supportive environment where residents will be provided with wraparound services to attain permanent housing by rebuilding their support network and addressing the issues that led to the episode of homelessness.

TARGET POPULATION

The target population of Triage Center Emergency Shelter services is individuals or families that are experiencing homelessness or are at imminent risk of homelessness in Fresno and Madera Counties.

TRIAGE CENTER EMERGENCY SHELTER SERVICES

1. Emergency Shelter: MHS will operate 50 emergency shelter beds for individuals and families experiencing homelessness in Fresno and Madera Counties. Basic shelter services provided will include meals. The maximum length of stay will be 90 days, subject to exceptions for documented situations.
2. Case Management: Provide intensive case management services that focus on helping participants develop a housing plan and overcome barriers to attaining permanent housing. Participants that have been connected to a permanent housing intervention may be referred to a Bridge Housing program to prepare to enter permanent housing.

3. Housing Search and Placement: Provide services and activities necessary to assist program participants in locating, obtaining, and retaining safe permanent housing.
4. Diversion Pre-Screening: Assess all people who present for homeless services at the Triage Center for potential Diversion services and if deemed eligible, refer immediately to a Diversion program.
5. Stabilizing Health Intervention: Provide services for stabilization of participant health issues, including substance use and mental health disorders.

CONTRACTOR RESPONSIBILITIES

- MHS shall provide annual Civil Rights training to their staff in the beginning of every calendar year and will provide relevant proof to the County of Fresno by April 1.
- Adhere to a low-barrier shelter policy. Shelter beds must be open to all who desire the service regardless of sexual orientation, marital status, or gender identification. Guests must be allowed to enter shelter with their partners, possessions, and pets.
- Register all guests and require their agreement to services provided by the Triage Center.
- Allow for 24-hour guest access and not exclude people because of intoxication or mental illness.
- Maintain membership in the Fresno Madera Continuum of Care (FMCoC) and participate in the Coordinated Entry System (CES)
- Accept self-referrals, FMCoC CES referrals and, where appropriate, law enforcement referrals.
- The Triage Center will be a Coordinated Entry assessment site, that conducts homeless services pre-screening using the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT).
- In the event the number of referrals exceeds the number of available beds, MHS will prioritize referrals using the following criteria: unsheltered homelessness, length of homelessness, composition of household, medical conditions, and any other relevant factors.
- The Triage Center must be staffed 24 hours a day, 7 days a week.
- Maintain a minimum staff-to-client ratio of 1:20 during daytime hours.
- Provide on-site office space for Diversion program staff.
- Enter guest information into the Homeless Management Information System (HMIS) in compliance with HEAP and HUD data collection, management, and reporting standards.
- Adhere to a “Good Neighbor” policy, whereby MHS will secure and maintain the perimeter of the Triage Center facility, keeping clear of any nuisances and code violations.
- Comply with all shelter and housing habitability standards as identified in 24 CFR 576.403

PERFORMANCE OUTCOMES

MHS shall 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.

MHS shall meet the following outcomes:

- A minimum of 90% bed utilization as measured by HMIS.

- Provide Triage Center emergency shelter services for a minimum of 200 participants annually.
- A minimum of 65% of participants will be connected to a safe exit, meaning one of the following destinations: rental with or without subsidy, permanent shared-living arrangement with family or friends, Bridge Housing or other emergency housing programs, drug treatment facility, or psychiatric treatment facility.
- Participants will be placed in permanent housing (or other safe exit) within 90 days of program entry.

BUDGET SUMMARY

ORGANIZATION: Mental Health Systems, Inc.
 SERVICES: Triage Center Emergency Shelter Program
 CONTRACT TERM: June 4, 2019 to May 31, 2021
 CONTRACT AMOUNT: \$2,169,221

Budget Categories	Amount
Personnel	
Salaries	
0.65 FTE Program Manager	
1 FTE Case Manager (bilingual)	
1 FTE Case Manager	
1 FTE Housing Coordinator	
1 FTE Housing Specialist	
0.6 FTE Building Custodian	
0.6 FTE Overnight Monitor (bilingual)	
1.2 FTE Overnight Monitors	
0.6 Administrative Assistant	
0.05 FTE Compliance Specialist	
0.05 FTE Vice President of Clinical Services	
0.025 FTE Vice President of Supportive Housing	
0.05 FTE Program Analyst	
Payroll Taxes	
Benefits	
	Subtotal \$875,552
Services & Supplies	
Client Meals	
Client Personal Supplies	
Shelter Furniture	
Insurance	
Communication	
Office Expenses	
Equipment	
Travel Costs	
Program Supplies	
Fiscal & Audits	
Training	
	Subtotal \$579,921
Facility Costs	
Rent	
Utilities	
Maintenance	
Security	

Landscaping	
Minor Facility Improvements	
	Subtotal \$502,827
Revenue	
Rent Income for Diversion Staff	
	Subtotal (\$6,000)
Indirect Costs	
Indirect Costs	
	Subtotal \$216,921
	Total \$2,169,221

**Standard Agreement
EXHIBIT A**

AUTHORITY, PURPOSE AND SCOPE OF WORK

Homeless Emergency Aid Program (HEAP)

1. Authority

Pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), the State has established the Homeless Emergency Aid Program ("HEAP" or "the Program" or "the grant"). The Program is administered by the California Homeless Coordinating and Financing Council ("Council") in the Business, Consumer Services and Housing Agency ("Agency"). HEAP provides one-time flexible block grant funds to Administrative Entities as defined in the September 5, 2018 HEAP Notice of Funding Availability (NOFA) and Large Cities to address their immediate homelessness challenges. This Standard Agreement along with all its exhibits ("Agreement") is entered into by the Agency and an Administrative Entity or Large City ("Contractor") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Contractor agrees to comply with the terms and conditions of the Agreement, the Notice of Funding Availability ("NOFA") under which the Contractor applied, the representations contained in the Contractor's application, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to provide one-time block grant funding to address the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in the service area of each Contractor. In accordance with the authority cited above, an application was made by the Contractor for HEAP funds to be allocated for eligible uses under the grant, which include, but are not limited to, the following: services, rental assistance or subsidies, capital improvements and homeless youth activities.

3. Definitions

Terms herein shall have the same meaning as the definitions set forth in the HEAP NOFA.

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include one-time uses that are consistent with Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), for eligible uses, which include, but are not limited to, one or more of the following:

**Standard Agreement
EXHIBIT A**

- A. Services,
- B. Rental Assistance or Subsidies,
- C. Capital Improvements,
- D. Homeless Youth Set-Aside,
- E. Administrative Costs, and
- F. Other

5. Agency Contract Coordinator

The Agency's Contract Coordinator for this Agreement is the Council's HEAP Grant Manager or the Grant Manager's designee. Unless otherwise instructed, any notice, report, or other communication requiring Contractor signature for this Agreement shall be mailed by first class mail to the Agency Contract Coordinator at the following address:

Business, Consumer Services and Housing Agency
Attn: Homeless Emergency Aid Program Grant Manager
915 Capitol Mall, Suite 350-A
Sacramento, CA 95814

6. Contractor's Contract Coordinator

The Contractor's Contract Coordinator ("Authorized Representative") for this Agreement is listed below. Unless otherwise informed, any notice, report or other communication required by this Agreement will be mailed by first class mail to the Contractor's Contract Coordinator at the following address:

Contractor's Authorized Representative Name:	Laura Moreno, Program Manager
Address:	200 W. Pontiac Way, Building 3 Clovis, CA 93612
Phone:	(559) 600-2335
Email:	lhaga@fresnocountyca.gov

**Standard Agreement
EXHIBIT A**

7. Effective Date, Term of Agreement, and Deadlines

- A. This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.
- B. All HEAP grant funds must be at least fifty percent contractually obligated by January 1, 2020. One hundred percent of Program funds must be expended by June 30, 2021. Any funds not expended by that date shall be returned to the Agency and will revert to the General Fund (See Health and Safety Code Section 50215).

8. Special Conditions

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

**Standard Agreement
EXHIBIT B**

BUDGET DETAIL AND PAYMENT PROVISIONS

Homeless Emergency Aid Program (HEAP)

1. Budget Detail

The Contractor agrees that HEAP funds shall be expended on one-time uses that address immediate homelessness challenges.

Consistent with the application submitted by the Contractor on December 12, 2018, the Business, Consumer Services and Housing Agency ("Agency") shall award funds in the form of a grant for the following eligible activities:

A. Capital Improvements:	\$ 0.00
B. Services:	\$ 7,073,213.70
C. Rental Assistance or Subsidies:	\$ 994,679.00
D. Homeless Youth Set-Aside:	\$ 475,068.14
E. Administrative Costs:	\$ 475,068.00
F. Other:	\$ 483,334.00
Total HEAP Award Amount:	\$9,501,362.84

2. General Conditions Prior to Disbursement

General Requirements – All Contractors must submit the following forms prior to HEAP funds being released:

- A. Request for Funds Form (RFF),
- B. Four original copies of the signed STD. 213 form and initialed Exhibits A through D, and
- C. Any other documents, certifications, or evidence requested by Agency as part of the HEAP application.

3. Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are defined in the HEAP statutes. Health and Safety Code Sections 50214 and 50215 mandate the following:

- A. No more than five (5) percent of HEAP funds may be used for administrative costs related to the execution of eligible activities.
- B. No less than five (5) percent of HEAP funds shall be used to establish or expand services meeting the needs of homeless youth or youth at risk of homelessness.
- C. No less than 50 percent of HEAP funds shall be contractually obligated by January 1, 2020.
- D. One hundred percent of HEAP funds shall be expended by June 30, 2021.

**Standard Agreement
EXHIBIT B**

E. Any funds not expended by June 30, 2021 shall be returned to Agency and will revert to the General Fund.

Homeless Coordinating and Financing Council ("Council") staff will provide ongoing technical assistance and training to support Contractors in successfully complying with these requirements and deadlines.

HEAP funds may not be obligated and expended prior to the effective date of this Agreement or prior to Contractor's receipt of HEAP funds, whichever date is later, even if it is for an eligible use under the statute. Program funds shall be expended in compliance with the requirements set forth in Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other relevant provisions established under SB 850, the NOFA, and this Agreement.

4. Disbursement of Funds

HEAP funds will be disbursed to the Contractor upon receipt, review and approval of the completed RFF by Agency, which will then forward the RFF to the State Controller's Office ("SCO") for a check to be issued. The RFF must include the proposed activities and amount of funds proposed for expenditure under each eligible use. HEAP funds will be disbursed in a single allocation once the RFF has been received by the SCO.

5. Budget Changes

After the effective date of this Agreement, the Contractor agrees that no changes shall be made to the Contractor's HEAP budget, funded homeless service providers ("subrecipients"), or eligible activities listed in the RFF without first obtaining approval from Agency. Any changes to this Agreement must be requested by the Contractor in writing through submission of a Change Request Form. Changes must be approved in writing by Agency.

6. Ineligible Costs

HEAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code Section 50214.

Agency reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement. If the Contractor or its funded subrecipients use HEAP funds to pay for ineligible activities, the Contractor shall be required to reimburse these funds to Agency.

**Standard Agreement
EXHIBIT B**

- A. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Contractor.
- B. Expenditures for activities not described in Exhibit A or Paragraph 1 above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50214 and such activities are included in the approved RFF or are approved in writing by Agency prior to the expenditure of funds for those activities.
- C. Agency, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HEAP funds.
- D. Program funds shall not be used for overhead or planning activities, including Homeless Management Information Systems or Homelessness Plans.

7. Administrative Costs

The Contractor must comply with Health and Safety Code Section 50214, which limits administrative costs related to the execution of eligible activities to no more than five percent of HEAP funds. For purposes of this Program, "administrative costs" does not include staff costs directly related to carrying out the eligible activities described in Paragraph 1 of this Exhibit.

**Standard Agreement
EXHIBIT C**

TERMS AND CONDITIONS

Homeless Emergency Aid Program (HEAP)

1. Effective Date, Commencement of Work and Completion Dates

- A. This Agreement is effective upon approval by Agency, which is indicated by the signature provided by Agency in the lower left-hand corner of page one, Standard Agreement, STD. 213, when signed by all parties. Contractor agrees that the work shall not commence, nor any costs to be paid with HEAP funds be incurred or obligated by any party, prior to execution of this Agreement by Agency and the Contractor, or prior to Contractor's receipt of HEAP funds, whichever date is later. Contractor agrees that the work shall be completed by the expenditure date specified in Exhibit A, Paragraph 6.
- B. Contractor must contractually obligate no less than 50 percent of HEAP funds by January 1, 2020. One hundred percent of HEAP funds shall be expended by June 30, 2021. Any funds not expended by June 30, 2021 shall be returned to Agency and revert to the General Fund. "Obligate" means that the Contractor has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. In the case of an award made to a general purpose local government that subcontracts with private nonprofit organizations via letters of awards and Service Provider Agreements, the Subcontractors are required to obligate the funds by the same statutory deadlines. "Expended" means all HEAP funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.
- C. Contractor and its Subcontractors agree that the work shall be completed by the expiration date specified in Exhibit A, Paragraph 6 and that the Scope of Work will be provided for the full term of this Agreement.

2. Sufficiency of Funds and Termination

- A. Agency may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Contractor. Cause shall consist of: violations of any terms or conditions of this Agreement, or any breach of contract as described in Paragraph 7; violation of any Federal or State Laws or Regulations; or withdrawal of Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Contractor shall be returned to Agency within thirty days of the Notice of Termination.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other

**Standard Agreement
EXHIBIT C**

laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

3. Transfers

Contractor may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of Agency and a formal amendment to this Agreement to affect such subcontract or novation.

4. Contractor's Application for Funds

Contractor has submitted to Agency an application for HEAP funds to provide urgently needed emergency assistance to homeless people in communities with a declared shelter crisis or applicable waiver as authorized by Health and Safety Code Section 50212(b). Agency is entering into this Agreement on the basis of, and in substantial reliance upon, Contractor's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by Agency. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

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

5. Reporting/Audits

- A. The Contractor shall submit an annual report to Agency on forms provided by Agency, by January 1, 2020 and January 1, 2021. If the Contractor fails to provide such documentation, Agency may disencumber any portion of the amount authorized by this Agreement with a 14-day written notification. The Contractor shall also submit a final report by September 30, 2021.
- B. The annual report shall contain a detailed report containing the following:
 1. Amounts awarded to subrecipients with activity(ies) identified.
 2. Contract expenditures.
 3. Unduplicated number of homeless persons or persons at imminent risk of homelessness served.

**Standard Agreement
EXHIBIT C**

4. Number of instances of service (defined in September 5, 2018 HEAP NOFA).
5. Increases in capacity for new and existing programs.
6. The number of unsheltered homeless persons becoming sheltered.
7. The number of homeless persons entering permanent housing.

Breakdowns will be expected for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities defined by the U.S. Department of Housing and Urban Development (HUD):

1. Chronically homeless
2. Homeless veterans
3. Unaccompanied homeless youth
4. Homeless persons in families with children

Counts by subpopulation will not be required in cases where that information is unavailable, but it is expected in cases where client information is entered in a Homeless Management Information System (HMIS). Additional breakdowns for other subgroups (e.g. race, ethnicity, disability status, etc.) are optional, if the Contractor chooses to include them.

The Contractor will also be asked to comment on the following:

1. Progress made toward local homelessness goals.
2. The alignment between HEAP funding priorities and "Housing First" principles adopted by the Homeless Coordinating and Financing Council.
3. Any other effects from HEAP funding that the CoC or large city would like to share (optional).

C. Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant. HEAP administrative funds may be used to fund this expense.

1. If a financial audit is required by Agency, the audit shall be performed by an independent certified public accountant.
2. The Contractor shall notify Agency of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Agency to the independent auditor's working papers.
3. The Contractor is responsible for the completion of audits and all costs of preparing audits.
4. If there are audit findings, the Contractor must submit a detailed response acceptable to Agency for each audit finding within 90 days from the date of the

**Standard Agreement
EXHIBIT C**

audit finding report.

6. Retention and Inspection of Records

- A. The Contractor agrees that Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Contractor agrees to provide Agency or its designee, with any relevant information requested. The Contractor agrees to permit Agency or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under SB 850, HEAP program guidance document published on the website, and this Agreement.
- B. The Contractor further agrees to retain all records described in Paragraph A for a minimum period of five (5) years after the termination of this Agreement.
 - 1. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

7. Breach and Remedies

- A. The following shall each constitute a breach of this Agreement:
 - 1. Contractor's failure to comply with the terms or conditions of this Agreement.
 - 2. Use of, or permitting the use of, HEAP funds provided under this Agreement for any ineligible activities.
 - 3. Any failure to comply with the deadlines set forth in this Agreement.
- B. In addition to any other remedies that may be available to Agency in law or equity for breach of this Agreement, Agency may:
 - 1. Bar the Contractor from applying for future HEAP funds;
 - 2. Revoke any other existing HEAP award(s) to the Contractor;
 - 3. Require the return of any unexpended HEAP funds disbursed under this Agreement;
 - 4. Require repayment of HEAP funds disbursed and expended under this Agreement;
 - 5. Require the immediate return to Agency of all funds derived from the use of HEAP funds including, but not limited to recaptured funds and returned funds;

**Standard Agreement
EXHIBIT C**

6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HEAP requirements; and
7. Seek such other remedies as may be available under this Agreement or any law.

C. All remedies available to Agency are cumulative and not exclusive.

D. Agency may give written notice to the Contractor to cure the breach or violation within a period of not less than 15 days.

8. Waivers

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

9. Nondiscrimination

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

10. Conflict of Interest

All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared

**Standard Agreement
EXHIBIT C**

void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.

- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. **Employees of the Contractor:** Employees of the Contractor shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq.

11. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Contractor, and its subcontractors, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).
- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:

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EXHIBIT C**

1. The dangers of drug abuse in the workplace;
 2. Contractor's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation, and employee assistance programs; and,
 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:
1. Will receive a copy of Contractor's drug-free policy statement, and
 2. Will agree to abide by terms of Contractor's condition of employment or subcontract.

12. Child Support Compliance Act

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

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

13. Special Conditions – Contractors/Subcontractor

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

- A. The Agreement between the Contractor and any Subcontractor shall require the Contractor and its Subcontractors, if any, to:
 1. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 2. Maintain at least the minimum State-required worker's compensation for those

**Standard Agreement
EXHIBIT C**

employees who will perform the work or any part of it.

3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Contractor or any Subcontractor in performing the Work or any part of it.
4. Agree to include all the terms of this Agreement in each subcontract.

14. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HEAP program, the Contractor, its Subcontractors, and all eligible activities.

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

15. Inspections

- A. Contractor shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- B. Agency reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- C. Contractor agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient or Subcontractor until it is corrected.

16. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

**Standard Agreement
EXHIBIT C**

- B. The Contractor shall notify Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.

County of Fresno
18-HEAP-00027
Page 1 of 1

**Standard Agreement
Exhibit D**

SPECIAL TERMS AND CONDITIONS

Homeless Emergency Aid Program (HEAP)

1. All proceeds from any interest-bearing account established by the Contractor for the deposit of HEAP funds, along with any interest-bearing accounts opened by Subrecipients to the Contractor for the deposit of HEAP funds, must be used for HEAP-eligible activities. Consistent with Health and Safety Code Section 50214 (b), no more than five (5) percent of these proceeds may be used for general administrative purposes. At least five (5) percent of these proceeds must be allocated to establishing or expanding services for homeless youth, as defined in HEAP Program documents.
2. Any housing-related activities funded with HEAP funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).
3. The Contractor agrees to provide the Business, Consumer Services and Housing Agency access to Homeless Management Information System ("HMIS") data collected and entered into the Contractor's HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH including but not limited to, a statewide data integration environment.
4. Pursuant to the information provided in the Contractor's application, the following jurisdictions have declared and have in effect a shelter crisis in accordance with Government Code Section 8698.2 at the time of this award, and are eligible to receive HEAP funds through the Contractor:

City of Coalinga	City of Madera	Madera County
City of Fresno	City of Parlier	Fresno County
City of Huron	City of Sanger	

The following jurisdictions have not declared a shelter crisis at the time of this award and are not eligible to directly receive HEAP funds through the Contractor:

City of Clovis	City of Kerman	City of Reedley
City of Chowchilla	City of Kingsburg	City of San Joaquin
City of Firebaugh	City of Orange Cove	City of Selma
City of Fowler		

AGREEMENT NUMBER 18-HEAP-00027
REGISTRATION NUMBER CA-514

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

STATE AGENCY'S NAME

BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

CONTRACTOR'S NAME

County of Fresno

2. The term of this Agreement is: **Upon BCSH Approval** through **10/31/2021**.

3. The maximum amount of this Agreement is: **\$ 9,501,362.84**

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

Exhibit A - Authority, Purpose and Scope of Work	3
Exhibit B - Budget Detail and Payment Provisions	3
Exhibit C - Terms and Conditions	9
Exhibit D - Special Terms and Conditions	1
TOTAL NUMBER OF PAGES ATTACHED:	16

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

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

County of Fresno

BY (Authorized Signature)

DATE SIGNED (Do not type)

Feb 12, 2019

PRINTED NAME AND TITLE OF PERSON SIGNING

Nathan Magis, Chairman of the Board of Supervisors

ADDRESS

200 W. Pontiac Way, Building 3, Clovis, CA, 93612

STATE OF CALIFORNIA

AGENCY NAME

BUSINESS, CONSUMERS SERVICES AND HOUSING AGENCY

BY (Authorized Signature)

DATE SIGNED (Do not type)

10/28/18

PRINTED NAME AND TITLE OF PERSON SIGNING

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

ADDRESS

915 Capitol Mall, Suite 350-A, Sacramento, CA 95814

California Department of General
Services Use Only

Exempt per:

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

By *Rubi Camp* Deputy

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:	