

**AGREEMENT**

THIS AGREEMENT is made and entered into this 16th day of November, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and WestCare California, Inc., a California Non-Profit Corporation, whose address is 1900 N. Gateway Blvd., Suite 100, Fresno, CA 93727, hereinafter referred to as "SUBRECIPIENT."

**WITNESSETH:**

WHEREAS, COUNTY, through the Department of Social Services (DSS), is the Administrative Entity for Emergency Solutions Grants Program – Coronavirus (ESG-CV) funds, authorized by the Coronavirus Aid, Relief, and Economic Stimulus (CARES) Act, Title XII, Homeless Assistance Grants Section, allocated to the Fresno Madera Continuum of Care (FMCoC) by the California Department of Housing and Community Development (HCD) to administer and implement ESG-CV in the FMCoC's jurisdiction, in accordance with the provisions of 24 CFR Part 576 (as now in effect and as may be amended from time to time) and the California Code of Regulations Title 25, Division 1, Chapter 7, Subchapter 20; and

WHEREAS, COUNTY, as the administrative entity of HCD ESG-CV funding is required to collaborate and consult with the FMCoC regarding the use of HCD ESG funds and the designation of services and service provision in meeting the homeless needs in the community; and

WHEREAS, COUNTY issued Request for Proposal (RFP) No. 21-061 for ESG Homeless Services to prevent, prepare for, and respond to coronavirus among individuals and families who are experiencing homelessness or receiving homeless assistance throughout the County of Fresno and Madera; and

WHEREAS, SUBRECIPIENT responded to said RFP and was selected to provide services in accordance with the RFP and SUBRECIPIENT'S submitted response.

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

1. **OBLIGATIONS**

A. SUBRECIPIENT shall perform all services as set forth in Exhibit A, Summary of

1 Services, attached hereto and incorporated herein by this reference.

2 B. SUBRECIPIENT shall provide specified services and activities pursuant to the  
3 program expenses detailed in Exhibit B, Budget Summary, attached hereto and incorporated herein by  
4 this reference.

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

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

12 2. **TERM**

13 The term of this Agreement shall commence on November 16, 2021 through and  
14 including July 31, 2022.

15 3. **TERMINATION**

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

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

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

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

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

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

9 4. **COMPENSATION**

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

15 In no event shall compensation paid for services performed under this Agreement be in  
16 excess of Eight Hundred Twenty-Eight Thousand, Six Hundred Ninety-Three and No/ 100 Dollars  
17 (\$828,693) during the term of this Agreement. Payments by COUNTY shall be in arrears, for services  
18 provided during the preceding month, within forty-five (45) days after receipt, verification, and approval  
19 of SUBRECIPIENT's invoices by COUNTY.

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

1 exceed the period of time of the State Controller's delay of payment to COUNTY plus forty-five (45)  
2 days.

3           5.       **INVOICING**

4                   SUBRECIPIENT shall invoice COUNTY's DSS in arrears by the tenth (10<sup>th</sup>) of each  
5 month for expenditures incurred and services rendered in the previous month to:

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

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

23           6.       **INDEPENDENT CONTRACTOR**

24                   In performance of the work, duties and obligations assumed by SUBRECIPIENT under  
25 this Agreement, it is mutually understood and agreed that SUBRECIPIENT, including any and all of  
26 SUBRECIPIENT's officers, agents, and employees will at all times be acting and performing as an  
27 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,  
28 employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right

1 to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work  
2 and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that  
3 SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

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

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

15 **7. MODIFICATION**

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

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

24 C. SUBRECIPIENT hereby agrees that changes to the maximum compensation  
25 Agreement may be necessitated by a reduction in funding from State and/or Federal sources. Any  
26 such reduction to the maximum compensation may be made with the written approval of COUNTY's  
27 DSS Director or designee and SUBRECIPIENT. SUBRECIPIENT further understands that this  
28 Agreement is subject to any restrictions, limitations or enactments of all legislative bodies which

1 affected the provisions, term, or funding of this Agreement in any manner.

2 8. **ASSIGNMENT AND SUBCONTRACTS**

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

10 9. **HOLD HARMLESS AND INDEMNIFICATION**

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

19 The provisions of this Section Nine (9) shall survive termination of this Agreement.

20 10. **INSURANCE**

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

25 A. **Commercial General Liability**

26 Commercial General Liability Insurance with limits of not less than Two Million Dollars  
27 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
28 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including

1 complete operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
2 liability or any other liability insurance deemed necessary because of the nature of this contract.

3 B. Automobile Liability

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

7 C. Professional Liability

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

11 D. Worker's Compensation

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

14 E. Additional Requirements Relating to Insurance

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

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

28 Within Thirty (30) days from the date SUBRECIPIENT signs and executes this

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

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

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

21           11.    **CONFLICT OF INTEREST**

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



1           12.    **NON-DISCRIMINATION**

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

8           A.       Domestic Partners and Gender Identity

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

11           B.       Americans with Disabilities Act

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

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

17           13.    **LIMITED ENGLISH PROFICIENCY**

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

1 SUBRECIPIENT's services.

2 14. **CLEAN AIR AND WATER**

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

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

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

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

16 15. **PROCUREMENT OF RECOVERED MATERIALS**

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

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

27 B. Meeting contract performance requirements; or

28 C. At a reasonable price.

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

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

15           B.    This certification is required by the regulation implementing Executive Order  
16 12549, 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  
18 by entering into this Agreement, that neither they nor their principals are presently debarred,  
19 suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in  
20 this transaction by any Federal department or agency.

21                   2)    The prospective recipients of funds agree by entering into this Agreement,  
22 that 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  
24 this transaction by any Federal department or agency with which this transaction originated.

25                   3)    Where the prospective recipients of Federal assistance funds are unable  
26 to 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

1 COUNTY if at any time prospective recipients learn that their certification in Paragraph Seventeen (17)  
2 of this 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  
5 Agreement, they will include a clause identical to Paragraph Seventeen (17) of this Agreement and  
6 titled "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  
8 covered transaction.

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

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

14           18.    **CONFIDENTIALITY**

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

18           19.    **DATA SECURITY**

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

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

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

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

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

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

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

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

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

25           20.       **SINGLE AUDIT CLAUSE**

26           If SUBRECIPIENT expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more  
27 in Federal and Federal flow-through monies, SUBRECIPIENT agrees to conduct an annual audit in  
28 accordance with the requirements of the Single Audit Standards as set forth in Office of Management

1 and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200. SUBRECIPIENT shall submit  
2 said audit and management letter to COUNTY. The audit must include a statement of findings or a  
3 statement that there were no findings. If there were negative findings, SUBRECIPIENT must include a  
4 corrective action signed by an authorized individual. SUBRECIPIENT agrees to take action to correct  
5 any material non-compliance or weakness found as a result of such audit. Such audit shall be  
6 delivered to COUNTY's DSS, Administration, for review within nine (9) months of the end of any fiscal  
7 year in which funds were expended and/or received for the program. Failure to perform the requisite  
8 audit functions as required by this Agreement may result in COUNTY performing the necessary audit  
9 tasks, or at COUNTY's option, contracting with a public accountant to perform said audit, or may result  
10 in the inability of COUNTY to enter into future agreements with SUBRECIPIENT. All audit costs related  
11 to this Agreement are the sole responsibility of SUBRECIPIENT.

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

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

1 other pending matters, whichever is later.

2 21. **PROPERTY OF COUNTY**

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

9 In addition, all purchased over Five Thousand and No/100 Dollars (\$5,000) made  
10 during the life of this Agreement shall be identified as fixed assets with an assigned COUNTY  
11 Accounting Inventory Number. These fixed assets shall be retained by COUNTY, as COUNTY  
12 property, in the event this Agreement is terminated or upon expiration of this Agreement. The  
13 SUBRECIPIENT agrees to participate in an annual inventory of all COUNTY fixed assets and shall be  
14 physically present when fixed assets are returned to COUNTY possession at the termination or  
15 expiration of this Agreement. SUBRECIPIENT is responsible for returning to COUNTY all COUNTY  
16 owned fixed assets upon the expiration or termination of this Agreement.

17 22. **AUDITS AND INSPECTIONS**

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

23 If this Agreement exceeds Ten Thousand Dollars (\$10,000), SUBRECIPIENT shall be  
24 subject to the examination and audit of the Auditor General for a period of three (3) years after final  
25 payment under contract (Government Code Section 8546.7).

26 In addition, SUBRECIPIENT shall cooperate and participate with COUNTY's fiscal  
27 review process and comply with all final determinations rendered by COUNTY's fiscal review process.  
28 If COUNTY reaches an adverse decision regarding SUBRECIPIENT's services to consumers, it may

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

8       23.    **FRATERNIZATION**

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

12       24.    **STATE ENERGY CONSERVATION**

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

16       25.    **GRIEVANCES**

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

20       26.    **PROHIBITION ON PUBLICITY**

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



1           27.    **PUBLIC INFORMATION**

2                   SUBRECIPIENT shall disclose COUNTY as a funding source in all public information  
3 and program materials developed in support of contracted services.

4           28.    **NOTICES**

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

7                            COUNTY

8                            Director, COUNTY OF FRESNO  
9                            Department of Social Services  
10                           P.O. BOX 1912  
11                            Fresno, CA 93718

7                            SUBRECIPIENT

8                            Deputy Chief Operating Officer  
9                            WestCare California, Inc.  
10                           1900 N. Gateway Blvd., Ste. 100  
11                            Fresno, CA 93727

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

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

                  In the event of any change in the status of SUBRECIPIENT's leadership or  
management, SUBRECIPIENT shall provide written notice to COUNTY within thirty (30) days from the

1 date of change. Such notification shall include any new leader or manager's name, address, and  
2 qualifications. "Leadership or management" shall include any employee, member, or owner of  
3 SUBRECIPIENT who either a) directs individuals providing services pursuant to this Agreement, b)  
4 exercises control over the manner in which services are provided, or c) has authority over  
5 SUBRECIPIENT's finances.

6 30. **LOBBYING AND POLITICAL ACTIVITY**

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

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

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

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

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

24 32. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED**  
25 **ACTS**

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

28 ///

1           33.     **RECORDS**

2                   A.     Record Establishment and Maintenance

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

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

8                   B.     Cost Documentation

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

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

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

25                   C.     Service Documentation

26                   SUBRECIPIENT agrees to maintain records to verify services under this Agreement  
27 including names and addresses of clients served, if applicable, and the dates of service and a  
28 description of services provided on each occasion. These records and any other documents pertaining

1 in whole or in part to this Agreement shall be clearly identified and readily accessible.

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

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

5 35. **CHILD SUPPORT COMPLIANCE ACT**

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

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

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

16 36. **PRIORITY HIRING CONSIDERATIONS**

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

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

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

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

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

1 said amendment.

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

3 SUBRECIPIENT, its officers, consultants, subcontractors, agents and employees shall  
4 comply with all applicable State, Federal and local laws, regulations, and executive orders, as well as  
5 Federal policies, procedures, and directives governing projects that utilize State and Federal Funds.  
6 This includes laws, rules and regulations that pertain to construction, health and safety, labor, fair  
7 employment practices, environmental protection, equal opportunity, fair housing, and all other matters  
8 applicable or related to SUBRECIPIENT's services, the SUBRECIPIENT, its subcontractors, and all  
9 eligible activities.

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

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

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

20 B. COUNTY's failure to inform SUBRECIPIENT of any reporting requirements shall  
21 not relieve SUBRECIPIENT of compliance with any ESG eligibility and reporting requirements.

22 SUBRECIPIENT agrees, in accordance with the requirements of the ESG program, that ALL  
23 beneficiaries of SUBRECIPIENT's activities provided under this Agreement must meet the following  
24 minimum criteria:

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

28 2. The households targeted must be those most in need of this assistance

1 and most likely to achieve stable housing, whether subsidized or unsubsidized, outside of ESG after  
2 the program concludes.

3 C. If SUBRECIPIENT is providing Rapid Rehousing services, the beneficiary  
4 household must be at or below 30% of the Area Median Income (AMI) for Fresno at re-evaluation as  
5 referenced in Exhibit D incorporated herein by reference and made part of this Agreement. If  
6 SUBRECIPIENT is providing Homeless Prevention services, the beneficiary household must be at or  
7 below 30% of the AMI at intake and re-evaluation. The AMI may change on a yearly basis and  
8 SUBRECIPIENT is required to use the most recent version as provided by HUD.

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

11 41. **MINIMUM DATA COLLECTION REQUIREMENTS**

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

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

- 19 (1) Name
- 20 (2) Social Security Number
- 21 (3) Date of Birth
- 22 (4) Race
- 23 (5) Ethnicity
- 24 (6) Gender
- 25 (7) Veteran Status
- 26 (8) Disabling Condition
- 27 (9) Residence Prior to Program Entry
- 28 (10) Zip Code of Last Permanent Address

- 1 (11) Housing Status
- 2 (12) Program Entry Date
- 3 (13) Program Exit Date
- 4 (14) Personal Identification Number
- 5 (15) Household Identification Number
- 6 (16) Income and Sources
- 7 (17) Non-Cash Benefits
- 8 (18) Destination (Where Client Will Stay Upon Exit)
- 9 (19) Financial Services Provided
- 10 (20) Housing Relocation and Stabilization Services Provided

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

13 42. **ELECTRONIC SIGNATURE**

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

1           43.    **GOVERNING LAW**

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

5           44.    **DISPUTES**

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

8           45.    **SEVERABILITY**

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

11          46.    **ENTIRE AGREEMENT**

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

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

3 ATTEST:

4 **SUBRECIPIENT:**  
5 **WestCare California, Inc.**

COUNTY OF FRESNO

6 By: Shawn A. Jenkins

7 Print Name: Shawn A. Jenkins

Steven Brandau, Chairman of the Board of  
Supervisors of the County of Fresno

8 Title: COO

9 Chairman of the Board, or  
10 President, or any Vice President

11 *Attesting to the authority of  
12 the COO to bind under  
13 Resolution WCCA 2021-02*

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

13 By: Jim Hanna 10/28/2021  
14 *WCPCC*

14 Print Name: Jim Hanna

15 Title: Corporate Secretary

BY: Bernice E. Seidel

16 Secretary (of Corporation), or  
17 any Assistant Secretary, or  
18 Chief Financial Officer, or  
19 any Assistant Treasurer

20 Mailing Address:  
21 1900 N. Gateway Blvd., Suite 100,  
22 Fresno, CA 93727  
23 Phone No.: (559) 251-4800  
24 Contact: Deputy Chief Operating Officer

25 Fund/Subclass: 0001/10000  
26 Organization: 56107094  
27 Account/Program: 7870

28 DEN:sgv

## **SUMMARY OF SERVICES**

ORGANIZATION: WestCare California, Inc.

ADDRESS: 1900 N. Gateway Blvd., Suite 100, Fresno, CA 93727

TELEPHONE: (559) 251-4800

CONTACT: Shawn Jenkins, Deputy Chief Operating Officer

EMAIL: [shawn.jenkins@WestCare.com](mailto:shawn.jenkins@WestCare.com)

SERVICES: Coronavirus Aid, Relief, and Economic Security Act  
Emergency Solutions Grant Homeless Services

CONTRACT PERIOD: November 16, 2021 to July 31, 2022

CONTRACT AMOUNT: \$828,693

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## **CORE SERVICES**

WestCare California, Inc. (WestCare) will employ Coronavirus Aid, Relief, and Economic Security (CARES) Act Emergency Solutions Grants (ESG-CV) Program funding administered by the State of California Department of Housing and Community Development (HCD) to prevent, prepare for, and respond to coronavirus, among individuals and families who are homeless or receiving homeless assistance. The funds will also support additional homeless assistance and homelessness prevention activities to mitigate the impacts created by coronavirus. WestCare shall provide Homelessness Prevention in Clovis and Rapid Rehousing in Clovis and metro Fresno. WestCare shall utilize the Homeless Management Information System (HMIS) approved by the Fresno Madera Continuum of Care (FMCoC) to collect and record data.

Two case managers will be hired to provide ESG rapid rehousing and homelessness prevention services. Staff will be supervised by WestCare's Housing Services Program Manager to ensure program objectives are met. WestCare shall provide sufficient staff to achieve the program outcomes and resolve staffing vacancies in a timely manner. All staff shall be trained on program requirements.

Services offered will help mitigate the impacts created by the coronavirus through comprehensive case management services, with a strong focus on assisting individual experiencing homelessness quickly match and acquire permanent housing. All housing services will be coordinated through the FMCoC's Coordinated Entry System, which is designed to ensure that all people experiencing a housing crisis have fair and equal access to services and are quickly connected to housing assistance based on their strengths and needs. Homelessness Prevention, in the form of direct client assistance, will be provided to individuals and families at-imminent risk of becoming homeless in the

City of Clovis. Rapid Rehousing will be leveraged to provide housing relocation and stabilization services, in addition to short and/or medium-term rental assistance as necessary to assist homeless individuals move as quickly as possible into permanent housing and achieve stability in that housing.

### **TARGET POPULATION**

Individuals and families, defined by 24 CFR 576.2, as homeless or at-risk. Income shall be verified and documented through a defined process as appropriate.

### **HOUSING FIRST SERVICES**

All services must follow a Housing First model. Compliance with Housing First requires the following:

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

### **RACIAL EQUITY**

In order to equitably serve program participants, WestCare shall make a continuous effort to examine and advance solutions for any inequities within ESG-CV homeless services. All services offered should address the needs of populations disproportionately affected by housing discrimination; ensure racial equity in the service delivery model; and be culturally competent, non-stigmatizing, non-discriminatory, and inclusive. WestCare is expected to participate in activities led by the FMCoC wherein racial disparity and service to marginalized populations are addressed, such as surveys, trainings, or webinars.

### **COUNTY RESPONSIBILITIES**

The County will meet with WestCare staff monthly, or as often as needed, for service coordination, problem/issue resolution, information sharing, training, review, and monitoring of services.

### **SUBRECIPIENT RESPONSIBILITIES**

#### **WestCare shall:**

- Provide annual Civil Rights training to their staff in the beginning of every calendar year and will provide relevant proof to the County by April 1<sup>st</sup>.

- Adhere to all ESG Regulations including but not limited to 24 CFR 576 and CCR Title 25, Division 1, Chapter 7, Subchapter 20.
- 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).
- Utilize the FMCoC Coordinated Entry System for all clients served.
- Complete coordinated entry-approved assessments and enter all required data into HMIS, in compliance with HUD data collection, management and reporting standards within, 72-hours of program entry.
- Provide Emergency Solutions Grant CARES Act services in accordance with all Federal and State regulation.
- Ensure that each client receives assistance only to the extent that is necessary and has not been met by another funding source, as specified in 42 U.S. Code 5155.
- Engage clients in a linguistically and culturally appropriate manner, including the use of interpreters when needed.
- Meet with County staff monthly, or as often as needed, for service coordination, problem/issue resolution, information sharing, training, review, and monitoring of services.

## **PERFORMANCE GOALS AND OUTCOMES**

WestCare 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.

### *Program Goals:*

- Provide rapid rehousing assistance for 25 people experiencing homelessness in Clovis.
- Provide rapid rehousing assistance for 25 people experiencing homelessness in metro Fresno.
- Provide homelessness prevention assistance for 5 people experiencing homelessness in Clovis.
- 100% of HMIS entries made within 72 hours of program entry.

### *Program Outcomes:*

- 80% of participants will be connected with mainstream services including but not limited to services for physical health, behavioral health, money management, public assistance, or employment.
- 80% of participants assisted with Rapid Rehousing will exit to permanent housing.
- 80% of participants assisted with rapid rehousing assistance will increase or maintain their income while in the program.
- 75% of households assisted with Homeless Prevention will retain housing at 6 months after exiting the program.

<b>WestCare California, Inc.</b> <b>CONTRACT BUDGET</b>
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**Rapid Rehousing**

Operational Expenses

Direct Client Assistance

**Rapid Rehousing SUBTOTAL** \$ **813,017.00**

**Homelessness Prevention**

Operational Expenses

Direct Client Assistance

**Homelessness Prevention SUBTOTAL** \$ **12,600.00**

**Homeless Management Information System (HMIS)**

Operational Expenses

Hardware

Software

Training and Technical Assistance

**HMIS SUBTOTAL** \$ **3,076.00**

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**TOTAL BUDGET \$ 828,693.00**

## 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).

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

THIRTY PERCENT INCOME LIMITS  
STATE:CALIFORNIA

PAGE 10

	MEDIAN	-----30% L O W I N C O M E L I M I T S-----							
		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 HMF106700		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-Arc91100		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