

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 Community Action Partnership of Madera County, a California Non-Profit Corporation, whose address is 1225 Gill Avenue, Madera, CA 93637, 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-CV 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 Six Hundred Eighty-Two Thousand, Three Hundred Twenty-Four and No/ 100 Dollars
17 (\$682,324) 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 (10th) of each
5 month for expenditures incurred and services rendered in the previous month to:

6 DSSInvoices@fresnocountyca.gov. Payments by COUNTY's DSS shall be in arrears for actual
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, 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:

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
Director, COUNTY OF FRESNO	Executive Director
Department of Social Services	Community Action Partnership of Madera County
P.O. BOX 1912	1225 Gill Avenue
Fresno, CA 93718	Madera, CA 93637

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

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

24 In the event of any change in the status of SUBRECIPIENT's leadership or
25 management, SUBRECIPIENT shall provide written notice to COUNTY within thirty (30) days from the
26
27
28

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.

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

ATTEST:

**SUBRECIPIENT:
COMMUNITY ACTION PARTNERSHIP OF
MADERA COUNTY**

Mattie Mendez
Mattie Mendez, Executive Director of
Community Action Partnership of
Madera County

COUNTY OF FRESNO

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

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

By: Quinn Cough
Deputy

Mailing Address:
1225 Gill Avenue,
Madera, CA 93637
Phone No.: (559) 673-9173
Contact: Chief Financial Officer

Fund/Subclass: 0001/10000
Organization: 56107094
Account/Program: 7870

DEN:sgv

SUMMARY OF SERVICES

ORGANIZATION: Community Action Partnership of Madera County, Inc.
ADDRESS: 1225 Gill Avenue, Madera, CA 93637
TELEPHONE: (559) 673-9173
CONTACT: Mattie Mendez, Executive Director
EMAIL: mmendez@maderacap.org
SERVICES: Coronavirus Aid, Relief, and Economic Security Act
Emergency Solutions Grant Homeless Services
CONTRACT PERIOD: November 16, 2021 to July 31, 2022
CONTRACT AMOUNT: \$682,324

CORE SERVICES

Community Action Partnership of Madera County, Inc. (CAPMC) will utilize 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. CAPMC shall provide Rapid Rehousing, Emergency Shelter, and Street Outreach in Madera County. CAPMC shall utilize the Homeless Management Information System (HMIS) approved by the Fresno Madera Continuum of Care (FMCoC) to collect and record data.

Three full time staff, one housing case worker, one homeless outreach worker, and one data entry technician, will be hired to provide ESG-CV services. Staff will be supervised by the Housing Coordinator, who reports directly to the Community Services Program Manager. CAPMC 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 by providing individuals experiencing homelessness a safe place to be sheltered as they transition to a secure, permanent housing solution. Street Outreach services will engage unsheltered homeless individuals and families and provide linkages to emergency shelter, housing, and other critical services. The homeless outreach worker will

complete the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT), when appropriate, and work with participants on obtaining necessary documentation to secure housing, including, but not limited to California Identification Cards, Social Security Cards, and birth certificates.

Emergency shelter services will consist of two components. CAPMC, through a subrecipient agreement with the Madera Rescue Mission (MRM), will provide operational funding for the MRM Respite Center. The Respite Center will provide specialized shelter for individuals experiencing homelessness who are discharged from Madera Community Hospital and need a safe and sanitary place to recover from non-life-threatening illness or injury. Referrals for the MRM Respite Center will come from Madera Community Hospital. Additional emergency shelter will be provided in the form of hotel/motel vouchers when no appropriate emergency shelter is available. When this occurs, CAPMC will document alternate options attempted. Referrals for motel emergency shelter will be received through the FMCoC's coordinated entry system. The housing case worker will provide case management services that emphasize achieving personal goals and will work with participants in finding, applying for, and obtaining permanent housing. Rapid rehousing services will be provided through case management and landlord engagement services to assist individuals and families experiencing homelessness become permanently housed.

The data entry technician will complete timely data entry into HMIS for the ESG programs, monitor and review for data quality, and complete data analysis.

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 at a minimum the following:

1. Low barrier 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, CAPMC 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. CAPMC 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 CAPMC staff monthly, or as often as needed, for service coordination, problem/issue resolution, information sharing, training, review, and monitoring of services.

CAPMC RESPONSIBILITIES

CAPMC shall:

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

CAPMC 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.

Performance Goals:

- Complete 15 successful housing placements.
- Contact 100 unduplicated, unsheltered homeless individuals and families through Street Outreach.
- Provide emergency respite shelter for 99 individuals.
- Provide hotel emergency shelter to 33 individuals.
- Complete 100% of HMIS entries within 72 hours of program entry.

Performance Outcomes:

- 75% of households assisted with Emergency Shelter will be assessed and referred for match through the FMCoC Coordinated Entry System.
- 75% of households assisted with Emergency Shelter will exit to a permanent housing destination.
- 60% of all households assisted will be referred to outside services including but not limited to services for physical health, behavioral health, money management, and employment.
- 75% of households that exit Rapid Rehousing will remain stably housed at 6 months after exiting the program.

Community Action Partnership of Madera County Budget

CONTRACT BUDGET

Rapid Rehousing

Operational Expenses

Direct Client Assistance

Rapid Rehousing SUBTOTAL \$ 105,180.00

Emergency Shelter

Operational Expenses

Direct Client Assistance

Emergency Shelter SUBTOTAL \$ 507,144.00

Street Outreach

Operational Expenses

Direct Client Assistance

Street Outreach SUBTOTAL \$ 50,000.00

Homeless Management Information System (HMIS)

Operational Expenses

Hardware

Software

Training and Technical Assistance

HMIS SUBTOTAL \$ 15,000.00

Administration

Administrative Costs

Administrative Costs SUBTOTAL \$ 5,000.00

TOTAL BUDGET \$ 682,324.00

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).

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

THIRTY PERCENT INCOME LIMITS
STATE:CALIFORNIA

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

	MEDIAN	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Bakersfield, CA MSA	59700	14650	16750	18850	20900	22600	24250	25950	27600
Chico, CA MSA	68400	14650	16750	18850	20900	22600	24250	25950	27600
El Centro, CA MSA	56200	14650	16750	18850	20900	22600	24250	25950	27600
Fresno, CA MSA	62800	14650	16750	18850	20900	22600	24250	25950	27600
Hanford-Corcoran, CA MSA	65800	14650	16750	18850	20900	22600	24250	25950	27600
Los Angeles-Long Beach-Anaheim, CA MSA									
Los Angeles-Long Beach-Glendale,80000		24850	28400	31950	35450	38300	41150	44000	46800
Santa Ana-Anaheim-Irvine, CA 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