

**A G R E E M E N T**

THIS AGREEMENT is made and entered into this 28th day of April, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **Turning Point of Central California, Inc.**, a California Non-Profit Organization, whose address is P.O. Box 7447, Visalia, CA 93290-7447, hereinafter referred to as "SUBRECIPIENT."

**WITNESSETH:**

WHEREAS, COUNTY, through its Department of Social Services (DSS), is the Administrative Entity for the Emergency Solutions Grant (ESG) allocated to the Fresno Madera Continuum of Care (FMCoC) by the California Department of Housing and Community Development (HCD) to administer and implement the Emergency Solutions Grant (ESG) in the Fresno Madera Continuum of Care (FMCoC) 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, the FMCoC has a need for coordinated homeless services to address homelessness throughout the Counties of Fresno and Madera; and

WHEREAS, COUNTY, as the administrative entity of HCD ESG 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, SUBRECIPIENT is willing and able to provide said homeless services, and related supportive services to residents within the FMCoC jurisdiction pursuant to the terms and conditions of this Agreement; and

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

**1. OBLIGATIONS**

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

C. SUBRECIPIENT shall participate in monthly, or as needed, meetings consisting of staff from COUNTY's DSS to discuss requirements, data reporting, training, policies and procedures, overall program

1 operations, and any problems or foreseeable problems that may arise.

2 D. In the event of the termination or expiration of this Agreement in accordance with Section  
3 Three (3) of this Agreement, SUBRECIPIENT shall provide transitional services to clients currently receiving  
4 services, working with DSS staff and/or COUNTY's contracted vendor(s). Transitional services shall include, but  
5 are not limited to the transfer of client records and shall not exceed a maximum of thirty (30) days. This section of  
6 the Agreement shall survive thirty (30) days from the expiration or written termination date of this Agreement.

7 **2. TERM**

8 The term of this Agreement shall commence on the 28th day of April, 2020, through and including the 31<sup>st</sup>  
9 day of December 2020.

10 **3. TERMINATION**

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

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

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

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

27 C. Without Cause - Under circumstances other than those set forth above, this Agreement  
28 may be terminated by SUBRECIPIENT or COUNTY or COUNTY'S DSS Director, or designee, upon thirty (30)

1 days advance written notice of an intention to terminate this Agreement.

2 **4. COMPENSATION**

3 For actual services provided as identified in the terms and conditions of this Agreement, COUNTY agrees  
4 to pay SUBRECIPIENT and SUBRECIPIENT agrees that SUBRECIPIENT will be reimbursed for its expenses  
5 in providing services under this Agreements in accordance with Exhibit B, "Budget Summary," attached hereto  
6 and by this reference incorporated herein. Mandated travel shall be reimbursed based on actual expenditures and  
7 mileage reimbursement shall be at SUBRECIPIENT's adopted rate per mile, not to exceed the IRS published  
8 rate. Payment shall be made upon certification or other proof satisfactory to COUNTY's DSS that services have  
9 actually been performed by SUBRECIPIENT as specified in this Agreement.

10 For the period April 28, 2020 through December 31, 2020 of this Agreement, in no event shall  
11 services performed under this Agreement be in excess of Eighty-Nine Thousand Three Hundred Five and No/100  
12 Dollars (\$89,305.00). It is understood that all expenses incidental to SUBRECIPIENT's performance of services  
13 under this Agreement shall be borne by COUNTY.

14 Except as provided below regarding State payment delays, payments by COUNTY shall be in  
15 arrears, for services provided during the preceding month, within forty-five (45) days after receipt, verification,  
16 and approval of SUBRECIPIENT's invoices by COUNTY's DSS. If SUBRECIPIENT should fail to comply with  
17 any provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation. All final  
18 claims and/or any final budget modification requests shall be submitted by SUBRECIPIENT within sixty (60)  
19 days following the final month of service for which payment is claimed. No action shall be taken by COUNTY  
20 on claims submitted beyond the sixty (60) day closeout period. Any compensation which is not expended by  
21 SUBRECIPIENT pursuant to the terms and conditions of this Agreement shall automatically revert to COUNTY.

22 **5. INVOICING**

23 With the exception of the final invoice, SUBRECIPIENT shall invoice COUNTY's DSS in arrears by  
24 the tenth (10<sup>th</sup>) of each month for expenditures incurred to provide services rendered in the previous month to:  
25 [DSSInvoices@fresnocountyca.gov](mailto:DSSInvoices@fresnocountyca.gov). Payments by COUNTY's DSS shall be in arrears, for actual services provided  
26 during the preceding month, within forty-five (45) days after receipt, verification and approval of SUBRECIPIENT's  
27 invoices by COUNTY's DSS. A monthly activity report shall accompany the invoice, reflecting services supported by  
28 the invoiced expenditures and be in a form and in such detail as acceptable to the COUNTY's DSS.

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

8 **6. INDEPENDENT CONTRACTOR**

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

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

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

26 **7. MODIFICATION**

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

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

4           **8.     NON-ASSIGNMENT**

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

12           **9.     HOLD HARMLESS**

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

20           **10.    INSURANCE**

21           Without limiting the COUNTY's right to obtain indemnification from SUBRECIPIENT or any third  
22 parties, SUBRECIPIENT, at its sole expense, shall maintain in full force and effect, the following insurance policies or  
23 a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement  
24 (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 policy shall be  
28 issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products

1 liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance  
2 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 Dollars  
5 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in  
6 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., M.F.C.C.) in  
9 providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00)  
10 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 Labor Code.

13 E. Additional Requirements Relating to Insurance

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

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

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

26 Within Thirty (30) days from the date SUBRECIPIENT signs and executes this Agreement,  
27 SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above for all of the foregoing  
28 policies, as required herein, to the County of Fresno, P.O. Box 1912, Fresno, CA 93718-1219, Attention: Contract

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

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

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

16 **11. CONFLICT OF INTEREST**

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

24 **12. NON-DISCRIMINATION**

25 During the performance of this Agreement SUBRECIPIENT shall not unlawfully discriminate  
26 against any employee of applicant for employment, or recipient of services, because of ethnic group identification,  
27 gender, gender identity, gender expression, sexual orientation, color, physical disability, mental disability, medical  
28 condition, national origin, race, ancestry, marital status, religion, or religious creed, pursuant to all applicable State of

1 California and Federal statutes and regulations.

2 **13. LIMITED ENGLISH PROFICIENCY**

3 SUBRECIPIENT shall provide interpreting and translation services to persons participating in  
4 SUBRECIPIENT's services who have limited or no English language proficiency, including services to persons who  
5 are deaf or blind. Interpreter and translation services shall be provided as necessary to allow such participants  
6 meaningful access to the programs, services and benefits provided by SUBRECIPIENT. Interpreter and translation  
7 services, including translation of SUBRECIPIENT's "vital documents" (those documents that contain information that  
8 is critical for accessing SUBRECIPIENT's services or are required by law) shall be provided to participants at no cost  
9 to the participant. SUBRECIPIENT shall ensure that any employees, agents, subcontractor, or partners who interpret  
10 or translate for a program participant, or who directly communicate with a program participant in a language other than  
11 English, demonstrate proficiency in the participants' language and can effectively communicate any specialized terms  
12 and concepts peculiar to SUBRECIPIENT's services.

13 **14. CLEAN AIR AND WATER**

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

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

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

24 C. COUNTY and U.S. EPA shall be notified about any known violation of the above laws and  
25 regulations; and

26 D. This assurance shall be included in every nonexempt subgrant, contract, or  
27 subcontract.

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



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

8 **16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INTELIGIBILITY, AND**  
9 **VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

10 A. COUNTY and SUBRECIPIENT recognize that SUBRECIPIENT is a recipient of Federal  
11 funds under the terms of this Agreement. By signing this Agreement, SUBRECIPIENT agrees to comply with  
12 applicable Federal suspension and debarment regulations, including but not limited to: 7 CFR 3016.35, 29 CFR 97.35,  
13 45 CFR 92.35, and Executive Order 12549. By signing this Agreement, SUBRECIPIENT attests to the best of its  
14 knowledge and belief, that it and its principals:

15 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or  
16 voluntarily excluded by any Federal department or agency; and

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

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

23 C. SUBRECIPIENT shall include a clause titled “Certification Regarding Debarment,  
24 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions” and similar in nature to  
25 this paragraph in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

26 D. SUBRECIPIENT shall, prior to soliciting or purchasing goods and services in excess of  
27 \$25,000 funded by this Agreement, review and retain the proposed vendor’s suspension and debarment status at  
28 <https://www.sam.gov/SAM/>.

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2 **17. CONFIDENTIALITY**

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

5 **18. DATA SECURITY**

6 Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the  
7 purpose of providing services must employ adequate controls and data security measures, both internally and  
8 externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY,  
9 preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data  
10 including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY  
11 operations.

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

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

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

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

28 **19. PROPERTY OF COUNTY**

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

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

12           **20.    SINGLE AUDIT CLAUSE**

13           A.    If SUBRECIPIENT expends Seven Hundred Fifty Thousand Dollars (\$750,000)  
14 or more in Federal and Federal flow-through monies, SUBRECIPIENT agrees to conduct an annual audit in  
15 accordance with the requirements of the Single Audit Standards as set forth in Office of Management and Budget  
16 (OMB) Title 2 of the Code of Federal Regulations Part 200. SUBRECIPIENT shall submit said audit and  
17 management letter to COUNTY. The audit must include a statement of findings or a statement that there were no  
18 findings. If there were negative findings, SUBRECIPIENT must include a corrective action plan signed by an  
19 authorized individual. SUBRECIPIENT agrees to take action to correct any material non-compliance or weakness  
20 found as a result of such audit. Such audit shall be delivered to COUNTY's DSS, Administration, for review  
21 within nine (9) months of the end of any fiscal year in which funds were expended and/or received for the  
22 program. Failure to perform the requisite audit functions as required by this Agreement may result in COUNTY  
23 performing the necessary audit tasks, or at COUNTY's option, contracting with a public accountant to perform  
24 said audit, or, may result in the inability of COUNTY to enter into future agreements with SUBRECIPIENT. All  
25 audit costs related to this Agreement are the sole responsibility of SUBRECIPIENT.

26           B.    A single audit report is not applicable if all SUBRECIPIENT's Federal contracts  
27 do not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or SUBRECIPIENT's funding  
28 is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must be performed and a

1 program audit report with management letter shall be submitted by SUBRECIPIENT to COUNTY as a minimum  
2 requirement to attest to SUBRECIPIENT's solvency. Said audit report shall be delivered to COUNTY's DSS,  
3 Accounting Office, for review no later than nine (9) months after the close of the fiscal year in which the funds  
4 supplied through this Agreement are expended. Failure to comply with this Act may result in COUNTY  
5 performing the necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit  
6 costs related to this Agreement are the sole responsibility of SUBRECIPIENT who agrees to take corrective action  
7 to eliminate any material noncompliance or weakness found as a result of such audit. Audit work performed by  
8 COUNTY under this paragraph shall be billed to the SUBRECIPIENT at COUNTY cost, as determined by  
9 COUNTY's Auditor-Controller/Treasurer-Tax Collector.

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

14 **21. AUDITS AND INSPECTIONS**

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

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

23 In addition, SUBRECIPIENT shall cooperate and participate with COUNTY's fiscal review process  
24 and comply with all final determinations rendered by the COUNTY's fiscal review process. If COUNTY reaches an  
25 adverse decision regarding SUBRECIPIENT's services to consumers, it may result in the disallowance of payment for  
26 services rendered; or in additional controls to the delivery of services, or in the termination of this Agreement, at the  
27 discretion of COUNTY's DSS Director or designee. If as a result of COUNTY's fiscal review process a disallowance  
28 is discovered due to SUBRECIPIENT's deficiency, SUBRECIPIENT shall be financially liable for the amount

1 previously paid by COUNTY to SUBRECIPIENT and this disallowance will be adjusted from SUBRECIPIENT's  
2 future payments, at the discretion of COUNTY's DSS Director or designee. In addition, COUNTY shall have the sole  
3 discretion in the determination of fiscal review outcomes, decisions and actions.

4 **22. FRATERNIZATION**

5 SUBRECIPIENT shall establish procedures addressing fraternization between  
6 SUBRECIPIENT's staff and clients. Such procedures will include provisions for informing SUBRECIPIENT's staff  
7 and clients regarding fraternization guidelines.

8 **23. STATE ENERGY CONSERVATION**

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

12 **24. CHARITABLE CHOICE**

13 SUBRECIPIENT may not discriminate in its program delivery against a client or potential  
14 client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively participate in  
15 a religious practice. Any specifically religious activity or service made available to individuals by the  
16 SUBRECIPIENT must be voluntary as well as separate in time and location from COUNTY funded activities and  
17 services. SUBRECIPIENT shall inform COUNTY as to whether it is faith-based. If SUBRECIPIENT identifies as  
18 faith-based, they must submit to DSS a copy of its policy on referring individuals to alternate treatment  
19 SUBRECIPIENT, and include a copy of this policy in their client admission forms. The policy must inform  
20 individuals that they may be referred to an alternative provider if they object to the religious nature of the program, and  
21 include a notice to DSS. Adherence to this policy will be monitored during site reviews, and a review of client files. If  
22 SUBRECIPIENT identifies as faith-based, by July 1 of each year SUBRECIPIENT will be required to report to DSS  
23 the number of individuals who requested referrals to alternate providers based on religious objection.

24 **25. PROHIBITION ON PUBLICITY**

25 None of the funds, materials, property or services provided directly or indirectly under this  
26 Agreement shall be used for SUBRECIPIENT's advertising, fundraising, or publicity (i.e., purchasing of tickets/tables,  
27 silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above, publicity of the services  
28 described in Paragraph One (1) of this Agreement shall be allowed as necessary to raise public awareness about the

1 availability of such specific services when approved in advance by the Director or designee and at a cost as provided in  
2 Exhibit B for such items as written/printed materials, the use of media (i.e., radio, television, newspapers) and any  
3 other related expense(s).

4           **26.     PUBLIC INFORMATION**

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

6           **27.     NOTICES**

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

9                           COUNTY

10                          Director, COUNTY OF FRESNO  
11                          Department of Social Services  
12                          P.O. Box 1912  
13                          Fresno, CA 93718-1912

9                           SUBRECIPIENT

10                          Deputy Regional Director  
11                          Turning Point of Central California, Inc.  
12                          615 South Atwood Street  
13                          Visalia, CA 93277

14                   All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this  
15 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an  
16 overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service  
17 is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three  
18 COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice  
19 delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the  
20 overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery,  
21 addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is  
22 completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be  
23 deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a  
24 machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in  
25 this section 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 the Government Code, beginning  
27 with section 810).

28           **28.     GOVERNING LAW**

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

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

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

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

10          **30.    LOBBYING AND POLITICAL ACTIVITY**

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

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

16          **31.    NEPOTISM**

17          Except by written consent of COUNTY, no person shall be employed by SUBRECIPIENT who is  
18 related by blood or marriage to any member of the Board of Directors or any officer of SUBRECIPIENT.

19          **32.    SUPPLEMENTAL SOURCES**

20          SUBRECIPIENT shall not use any funds under this Agreement to the extent that there are any other  
21 existing or contemplated funds available to SUBRECIPIENT to be expended for the same services covered by this  
22 Agreement. Upon confirmation that SUBRECIPIENT has received funds from any other source to conduct the same  
23 services covered by this Agreement, COUNTY shall have the right to reduce its payment amount accordingly.

24          **33.    COMPLIANCE WITH APPLICABLE LAWS**

25          SUBRECIPIENT shall comply with all rules and regulations established pursuant to Housing and  
26 Urban Development regulations at 24 CFR Part 576, as revised by the Emergency Solutions Grant and Consolidated  
27 Plan conforming Amendments Interim Rule, published in the Federal Register on December 5, 2011 (79 Fed. Reg.  
28 75954). SUBRECIPIENT must also comply with all applicable fair housing and civil rights requirements in 24 CFR

1 5.105(a). SUBRECIPIENT and any subcontractors shall comply with all applicable local, State, Federal laws,  
2 ordinances, regulations, and Fresno County Charter provisions applicable to the performance of services.

3 **34. ESG ELIGIBILITY AND REPORTING REQUIREMENTS**

4 A. SUBRECIPIENT is required to be a member in good standing of the FMCoC. A member in  
5 good standing is defined as a current dues paid member with attendance at a minimum of 75% of all FMCoC  
6 Director's meetings.

7 B. SUBRECIPIENT is required to utilize the FMCoC Coordinated Entry System for  
8 all clients served under ESG.

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

13 (1) Any individual or family provided with assistance through ESG must meet the  
14 HUD definition of homeless and must be documented.

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

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

23 E. SUBRECIPIENT is expected to meet all other ESG requirements as described in 24 CFR  
24 Part 576.

25 **35. MINIMUM DATA COLLECTION REQUIREMENTS**

26 SUBRECIPIENT is required to collect and report client-level data in the local Homeless Management  
27 Information System (HMIS) administered by the Fresno Housing Authority or a comparable database if  
28 SUBRECIPIENT is a domestic violence provider. In the latter instance, all references to HMIS shall be understood to



1 refer to a comparable database. Reporting through HMIS is a requirement of ESG funding. HMIS will be used to  
2 collect data and report on outputs and outcomes as required by HUD. SUBRECIPIENT is required to enter all client  
3 intakes, provide regular updates and exit all clients once services are completed.

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

- 6 (1) Name
- 7 (2) Social Security Number
- 8 (3) Date of Birth
- 9 (4) Race
- 10 (5) Ethnicity
- 11 (6) Gender
- 12 (7) Veteran Status
- 13 (8) Disabling Condition
- 14 (9) Residence Prior to Program Entry
- 15 (10) Zip Code of Last Permanent Address
- 16 (11) Housing Status
- 17 (12) Program Entry Date
- 18 (13) Program Exit Date
- 19 (14) Personal Identification Number
- 20 (15) Household Identification Number
- 21 (16) Income and Sources
- 22 (17) Non-Cash Benefits
- 23 (18) Destination (Where Client Will Stay Upon Exit)
- 24 (19) Financial Services Provided
- 25 (20) Housing Relocation and Stabilization Services Provided

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

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

28 This provision is only applicable if the SUBRECIPIENT is operating as a corporation (a for-profit

1 or non-profit corporation) or if during the term of the agreement, the SUBRECIPIENT changes its status to operate  
2 as a corporation.

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

10           **37.   SEVERABILITY**

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

13           **38.   ENTIRE AGREEMENT**

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

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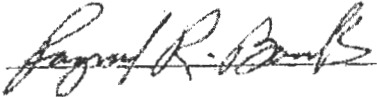
1 ///

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

4

5 **SUBRECIPIENT:**  
6 **Turning Point of Central California, Inc.**

**COUNTY OF FRESNO**

7  
8 By: 

9 Print Name: Raymond R. Banks

10 Title: Chief Executive Officer

11

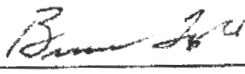


Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the  
County of Fresno

12

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

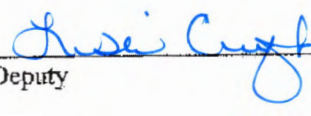
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14 By: 

15 Print Name: Bruce Tyler

16 Title: Chief Financial Officer

17

By:   
Deputy

18

19 **Mailing Address:**  
20 P.O. Box 7447  
21 Visalia, CA 93290-7447  
22 Phone No: (559) 732-8086  
23 Contact: Chief Executive Officer

24 **FOR ACCOUNTING USE ONLY:**

25 Fund/Subclass: 0001/10000  
26 ORG No.: 56107001  
27 Account No.: 7870

28

DEN:cwc

**SUMMARY OF SERVICES**

ORGANIZATION: Turning Point of Central California, Inc.

ADDRESS: 615 South Atwood Street, Visalia, CA 93277

SERVICE ADDRESS: 1225 Fresno Street, Fresno, CA 93721

SERVICES: Housing and Community Development Emergency Solutions Grant for Rapid Rehousing Homeless Services

TELEPHONE: (559) 673-9173

CONTACT: Jody Ketcheside, Regional Deputy Director

EMAIL: jketcheside@tpocc.org

CONTRACT PERIOD: April 28, 2020 to December 31, 2020

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**SUMMARY OF SERVICES**

Turning Point of Central California, Inc. (TPOCC) will use the California Department of Housing and Community Development (HCD) Emergency Solutions Grant (ESG), to administer services to homeless individuals and families in Fresno County. TPOCC will provide the Rapid Rehousing financial assistance to homeless individuals to regain stable permanent housing. TPOCC will also utilize the Homeless Management Information System (HMIS) approved by the Fresno Madera Continuum of Care to collect and record data.

TPOCC staff will receive referrals from the Fresno Madera Continuum of Care (FMCoC) Coordinated Entry System (CES) for clients in need of rapid rehousing financial assistance. Staff will work with the participants to assist in obtaining permanent housing and will provide Rapid Rehousing financial assistance when appropriate. The income of all participants must be below 30% of Fresno County’s median income as determined annually by HUD and must be verified and documented.

RAPID REHOUSING SERVICES TO BE PROVIDED BY TPOCC	
Rental Application Fees	Rental housing application fees, charged by the owner.
Rental Assistance	Rental assistance payments.
Security Deposits	Security deposit assistance equal to no more than 2 month’s rent.
Utility Deposits	Utility deposit assistance, required by the utility company.
Utility Payments	Utility payment assistance.

## **TARGET POPULATION**

Individuals and families, defined by 24 CFR 576.2, as homeless, with an income below 30% of Fresno County's median income.

## **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; and 8. Every effort is made to prevent a return to homelessness.

## **PROGRESSIVE ENGAGEMENT**

Services will be provided in compliance with the Progressive Engagement approach. Progressive Engagement emphasizes the individual needs of each family, and seeks to provide the most minimal amount of assistance required, focused on the most urgent and immediate needs. The goal of Progressive Engagement is to empower individuals and families to resolve their own housing crisis to the greatest extent that they are able, build on each household's strengths, and foster self-sufficiency.

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

## **TPOCC RESPONSIBILITIES**

### **TPOCC 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 1st
- Provide 100% match contribution for ESG funds and will provide verification of match prior to start of Fiscal Year.
- Follow all ESG Regulations including but not limited to 24 CFR 576.
- Utilize the FMCoC Coordinated Entry System for all clients served under ESG.
- Complete coordinated entry-approved assessments and enter all required data into HMIS within 72-hours of program entry.

- 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).

### **COUNTY RESPONSIBILITIES**

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

### **MONTHLY REPORTS AND OUTCOMES**

TPOCC 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. The following outcomes are to be met:

- 30 households assisted with Rapid Rehousing financial assistance
- 100% of HMIS entries made within 72 hours of program entry

**Turning Point of Central California, Inc.**

April 28, 2020-December 31, 2020

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<b>Rapid Re-housing</b>	<b>\$</b>	<b>85,052.00</b>
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Rental Application Fees

Security Deposits

Utility Deposits

Rental Assistance

Utility Payments

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<b>Admin</b>	<b>\$</b>	<b>4,253.00</b>
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Admin

<b>TOTAL \$</b>	<b>89,305.00</b>
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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	57900	13650	15600	17550	19450	21050	22600	24150	25700
Chico, CA MSA	66500	14000	16000	18000	19950	21550	23150	24750	26350
El Centro, CA MSA	60700	13650	15600	17550	19450	21050	22600	24150	25700
Fresno, CA MSA	57300	13650	15600	17550	19450	21050	22600	24150	25700
Hanford-Corcoran, CA MSA	58100	13650	15600	17550	19450	21050	22600	24150	25700
Los Angeles-Long Beach-Anaheim, CA MSA									
Santa Ana-Anaheim-Irvine, CA HM	97900	24950	28500	32050	35600	38450	41300	44150	47000
Los Angeles-Long Beach-Glendale,	73100	21950	25050	28200	31300	33850	36350	38850	41350
Madera, CA MSA	59100	13650	15600	17550	19450	21050	22600	24150	25700
Merced, CA MSA	55500	13650	15600	17550	19450	21050	22600	24150	25700
Modesto, CA MSA	64500	13650	15600	17550	19450	21050	22600	24150	25700
Napa, CA MSA	100400	21100	24100	27100	30100	32550	34950	37350	39750
Oxnard-Thousand Oaks-Ventura, CA	97800	22000	25150	28300	31400	33950	36450	38950	41450
Redding, CA MSA	61900	13650	15600	17550	19450	21050	22600	24150	25700
Riverside-San Bernardino-Ontario	69700	15100	17250	19400	21550	23300	25000	26750	28450
Sacramento-Roseville-Arden-Arcade, CA MS									
Sacramento--Roseville--Arden-Arc	83600	17600	20100	22600	25100	27150	29150	31150	33150
Yolo, CA HMFA	87900	18450	21100	23750	26350	28500	30600	32700	34800
Salinas, CA MSA	74100	18900	21600	24300	26950	29150	31300	33450	35600
San Diego-Carlsbad, CA MSA	86300	22500	25700	28900	32100	34700	37250	39850	42400
San Francisco-Oakland-Hayward, CA MSA									
Oakland-Fremont, CA HMFA	111700	26050	29750	33450	37150	40150	43100	46100	49050
San Francisco, CA HMFA	136800	33850	38700	43550	48350	52250	56100	60000	63850
San Jose-Sunnyvale-Santa Clara, CA MSA									
San Benito County, CA HMFA	84500	21450	24500	27550	30600	33050	35500	37950	40400
San Jose-Sunnyvale-Santa Clara,	131400	30750	35150	39550	43900	47450	50950	54450	57950
San Luis Obispo-Paso Robles-Arro	87500	18900	21600	24300	26950	29150	31300	33450	35600

U.S. Department of Housing and Urban Development. April 2019. ESG Income Limits.  
Retrieved from <http://www.hudexchange.info/resource/5079/esg-income-limits/>



## **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>	