

1 **SERVICE AGREEMENT**

2 This Service Agreement ("Agreement") is dated _____ and is between
3 Poverello House, a California Limited Partnership, whose address is 412 F Street., Fresno CA
4 93706 (Subrecipient), and the County of Fresno, a political subdivision of the State of California
5 ("County").

6 **Recitals**

7 A. County continues to have a significant population of homeless and housing insecure
8 families in need of temporary housing and support services. Department of Social Services
9 (DSS) desires to provide a project-based rapid rehousing program to individuals or families that
10 are experiencing homelessness in Fresno County.

11 B. County, through DSS has received grant funding from the United States Department of
12 Housing and Urban Development (HUD) to administer and implement the Emergency Solutions
13 Grant (ESG) in the County of Fresno, in accordance with the provisions of 24 CFR Part 576 (as
14 now in effect and as may be amended) and the laws of the State of California. Services
15 provided by Subrecipient shall be funded in part with ESG funding.

16 C. County, through DSS, has also entered into agreements for Homeless Housing,
17 Assistance and Prevention (HHAP) grant funds awarded to County and the Fresno Madera
18 Continuum of Care with the State of California (Agreement No. 23-HHAP-10021, Exhibit A, and
19 Agreement No. 24-HHAP-10044, Exhibit B), copies of which are attached and incorporated
20 herein by this reference. Services provided by Subrecipient under this Agreement shall be
21 funded with HHAP funding and, therefore, Subrecipient shall be aware of, agree to, and comply
22 with all State requirements governing the use of HHAP funds, and all conditions in Exhibits A
23 and B. Failure to comply with these requirements and conditions may result in termination of this
24 Agreement pursuant to Section Three (3) of this Agreement.

25 D. Services provided by Subrecipient under this Agreement shall be funded with
26 subsequent rounds of HHAP funding, not yet awarded. Once funding is awarded, agreements
27 executed by the State of California and the County of Fresno shall be provided to the

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Subrecipient, and Subrecipient shall be subject to requirements of subsequent agreements as noted in section C above.

E. The purpose of this Agreement is to provide case management and housing navigation services to residents that have been placed within Monte Vista Terrace through the Fresno Madera Continuum of Care (FMCoC) Coordinated Entry System (CES), working to develop a permanent housing plan and remove relevant barriers to obtaining permanent housing.

The parties therefore agree as follows:

Article 1

Subrecipient's Services

1.1 **Scope of Services.** The Subrecipient shall perform all of the services provided in Exhibit C to this Agreement, titled "Scope of Services," and pursuant to the staffing patterns and program expenses detailed in Exhibit D, titled "Compensation."

1.2 **Representation.** The Subrecipient represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.3 **Compliance with Laws.** The Subrecipient shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

Article 2

County's Responsibilities

2.1 The County shall meet all obligations provided in Exhibit C to this Agreement, titled "Scope of Services."

Article 3

Compensation, Invoices, and Payments

3.1 The County agrees to pay, and the Subrecipient agrees to receive, compensation for the performance of its services under this Agreement as described in Exhibit D to this Agreement, titled "Compensation."

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1 3.2 The services provided by the Subrecipient under this Agreement are funded in
2 whole or in part by the State of California and/or the United States Federal government. In the
3 event that funding for these services is delayed by the State Controller or the Federal
4 government, the County may defer payment to the Subrecipient. The amount of the deferred
5 payment shall not exceed the amount of funding delayed to the County. The period of time of
6 the deferral by the County shall not exceed the period of time of the State Controller's or
7 Federal government's delay of payment to County plus forty-five (45) days.

8 3.3 **Maximum Compensation.** In no event shall compensation paid for services
9 performed under this Agreement be in excess of One Million, Seven Hundred Seventy
10 Thousand and No/100 Dollars (\$1,770,000). For the period of July 1, 2025 through June 30,
11 2026, in no event shall compensation paid for services performed under this agreement be in
12 excess of Five Hundred Eighty-Five Thousand and No/100 Dollars (\$585,000). For the period of
13 July 1, 2026 through June 30, 2027, in no event shall compensation paid for services performed
14 under this agreement be in excess of Five Hundred Ninety Thousand and No/100 Dollars
15 (\$590,000). For the period of July 1, 2027 through June 30, 2028, in no event shall
16 compensation paid for services performed under this agreement be in excess of Five Hundred
17 Ninety-Five Thousand and No/100 Dollars (\$595,000).

18 3.4 The Subrecipient acknowledges that the County is a local government entity, and
19 does so with notice that the County's powers are limited by the California Constitution and by
20 State law, and with notice that the Subrecipient may receive compensation under this
21 Agreement only for services performed according to the terms of this Agreement and while this
22 Agreement is in effect, and subject to the maximum amount payable under this section. The
23 Subrecipient further acknowledges that County employees have no authority to pay the
24 Subrecipient except as expressly provided in this Agreement.

25 3.5 **Invoices.** The Subrecipient shall submit monthly invoices in attention to Staff Analyst
26 to: DSSInvoices@fresnocountyca.gov. The Subrecipient shall submit each invoice within 30
27 days following the month in which expenses were incurred and services rendered, and in any
28 case within 60 days after the end of the term or termination of this Agreement. Subrecipient

shall submit invoices to the County each month with a detailed general ledger (GL), itemizing costs incurred in the previous month, along with supporting documentation of costs. Failure to submit GL reports and supporting documentation shall be deemed sufficient cause for County to withhold payments until there is compliance, as further described in Section 3.5 herein.

Supporting documentation shall include but is not limited to receipts, invoices received, and documented administrative / overhead costs. No reimbursement for services shall be made until invoices, reports and outcomes are received, reviewed and approved by County's DSS.

Proof of payment may be required for certain funding streams and will be made available by the Subrecipient as requested by the County.

3.6 **Payment.** The County shall pay each correctly completed and timely submitted invoice within 45 days after receipt. If an invoice is incorrect or otherwise not in proper form or detail, County's DSS Director or designee shall have the right to withhold payment as to only that portion of the invoices that is incorrect or improper, after five (5) days prior written notice or email correspondence to Subrecipient. The County shall remit any payment to the Subrecipient's address specified in the invoice.

3.7 **Incidental Expenses.** The Subrecipient is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective on July 1, 2025 and terminates on June 30, 2026, except as provided in section 4.2, “Extension,” or Article 6, “Termination and Suspension,” below.

4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-year periods only upon written approval of both parties at least 30 days before the first day of the next one-year extension period. The Director of the Department of Social Services or his or her designee is authorized to sign the written approval on behalf of the County based on the Subrecipient's satisfactory performance. The extension of this Agreement by the County is not a

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1 waiver or compromise of any default or breach of this Agreement by the Subrecipient existing at
2 the time of the extension whether or not known to the County.

3 **Article 5**

4 **Notices**

5 5.1 **Contact Information.** The persons and their addresses having authority to give and
6 receive notices provided for or permitted under this Agreement include the following:

7 **For the County:**

8 Director of Department of Social Services
9 County of Fresno
P.O. Box 1912
Fresno, CA 93712

10 **For the Subrecipient:**

11 Chief Executive Officer
12 Poverello House
412 F Street
Fresno, CA 93706

13 5.2 **Change of Contact Information.** Either party may change the information in section
14 5.1 by giving notice as provided in section 5.3.

15 5.3 **Method of Delivery.** Each notice between the County and the Subrecipient provided
16 for or permitted under this Agreement must be in writing, state that it is a notice provided under
17 this Agreement, and be delivered either by personal service, by first-class United States mail, by
18 an overnight commercial courier service, by telephonic facsimile transmission, or by a Portable
19 Document Format (PDF) document attached to an email.

20 (A) A notice delivered by personal service is effective upon service to the recipient.

21 (B) A notice delivered by first-class United States mail is effective three County
22 business days after deposit in the United States mail, postage prepaid, addressed to the
23 recipient.

24 (C) A notice delivered by an overnight commercial courier service is effective one
25 County business day after deposit with the overnight commercial courier service,
26 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
27 the recipient.

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(D) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

5.4 Claims Presentation. For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 6

Termination and Suspension

6.1 Termination for Non-Allocation of Funds. The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least 30 days' advance written notice to the Subrecipient, may:

(A) Modify the services provided by the Subrecipient under this Agreement; or

(B) Terminate this Agreement.

6.2 Termination for Breach.

(A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, the County may give written notice of the breach to the Subrecipient. The written notice may suspend performance under this Agreement, and must provide at least 30 days for the Subrecipient to cure the breach.

(B) If the Subrecipient fails to cure the breach to the County's satisfaction within the time stated in the written notice, the County may terminate this Agreement immediately.

(C) For purposes of this section, a breach occurs when, in the determination of the County, the Subrecipient has:

(1) Obtained or used funds illegally or improperly;

(2) Failed to comply with any part of this Agreement;

- (3) Submitted a substantially incorrect or incomplete report to the County; or
(4) Improperly performed any of its obligations under this Agreement.

6.3 **Termination without Cause.** In circumstances other than those set forth above, the County or Subrecipient may terminate this Agreement by giving at least 30 days advance written notice to the Subrecipient.

6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County under this Article 6 is without penalty to or further obligation of the County.

6.5 **County's Rights upon Termination.** Upon termination for breach under this Article 6, the County may demand repayment by the Subrecipient of any monies disbursed to the Subrecipient under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Subrecipient shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

Article 7

Independent Contractor

7.1 **Status.** In performing under this Agreement, the Subrecipient, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent Contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County.

7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the manner or method of the Subrecipient's performance under this Agreement, but the County may verify that the Subrecipient is performing according to the terms of this Agreement.

7.3 **Benefits.** Because of its status as an independent Contractor, the Subrecipient has no right to employment rights or benefits available to County employees. The Subrecipient is solely responsible for providing to its own employees all employee benefits required by law. The Subrecipient shall save the County harmless from all matters relating to the payment of Subrecipient's employees, including compliance with Social Security withholding and all related regulations.

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1 7.4 **Services to Others.** The parties acknowledge that, during the term of this
2 Agreement, the Subrecipient may provide services to others unrelated to the County.

3 **Article 8**

4 **Indemnity and Defense**

5 8.1 **Indemnity.** The Subrecipient shall indemnify and hold harmless and defend the
6 County (including its officers, agents, employees, and volunteers) against all claims, demands,
7 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
8 liabilities of any kind to the County, the Subrecipient, or any third party that arise from or relate
9 to the performance or failure to perform by the Subrecipient (or any of its officers, agents,
10 subcontractors, or employees) under this Agreement. The County may conduct or participate in
11 its own defense without affecting the Subrecipient's obligation to indemnify and hold harmless or
12 defend the County.

13 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

14 **Article 9**

15 **Insurance**

16 9.1 The Subrecipient shall comply with all the insurance requirements in Exhibit E to this
17 Agreement.

18 **Article 10**

19 **Inspections, Audits, Record Maintenance, and Public Records**

20 10.1 **Inspection of Documents.** The Subrecipient shall make available to the County,
21 and the County may examine at any time during business hours and as often as the County
22 deems necessary, all of the Subrecipient's records and data with respect to the matters covered
23 by this Agreement, excluding attorney-client privileged communications. The Subrecipient shall,
24 upon request by the County, permit the County to audit and inspect all of such records and data
25 to ensure the Subrecipient's compliance with the terms of this Agreement.

26 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
27 Agreement exceeds \$10,000, the Subrecipient is subject to the examination and audit of the
28 California State Auditor, as provided in Government Code section 8546.7, for a period of three

1 years after final payment under this Agreement. This section survives the termination of this
2 Agreement.

3 **10.3 Single Audit Clause.** If Subrecipient expends One Million Dollars (\$1,000,000) or
4 more in Federal and Federal flow-through monies annually, Subrecipient agrees to conduct an
5 annual audit in accordance with the requirements of the Single Audit Standards as set forth in
6 Office of Management and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200.
7 Subrecipient shall submit said audit and management letter to County. The audit must include a
8 statement of findings or a statement that there were no findings. If there were negative findings,
9 Subrecipient must include a corrective action signed by an authorized individual. Subrecipient
10 agrees to take action to correct any material non-compliance or weakness found as a result of
11 such audit. Such audit shall be delivered to County's DSS Administration for review within nine
12 (9) months of the end of any fiscal year in which funds were expended and/or received for the
13 program. Failure to perform the requisite audit functions as required by this Agreement may
14 result in County performing the necessary audit tasks, or at County's option, contracting with a
15 public accountant to perform said audit, or, may result in the inability of County to enter into
16 future agreements with Subrecipient. All audit costs related to this Agreement are the sole
17 responsibility of Subrecipient.

18 **10.4 Program Audit Requirements.** A single audit report is not applicable if all
19 Subrecipient's Federal contracts do not exceed the Seven Hundred Fifty Thousand Dollars
20 (\$750,000) requirement or Subrecipient's funding is through Drug related Medi-Cal. If a single
21 audit is not applicable, a program audit must be performed and a program audit report with
22 management letter shall be submitted by Subrecipient to County as a minimum requirement to
23 attest to Subrecipient's solvency. Said audit report shall be delivered to County's DSS,
24 Administration, for review no later than nine (9) months after the close of the fiscal year in which
25 the funds supplied through this Agreement are expended. Failure to comply with this Act may
26 result in County performing the necessary audit tasks or contracting with a qualified accountant
27 to perform said audit. All audit costs related to this Agreement are the sole responsibility of

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Subrecipient who agrees to take corrective action to eliminate any material noncompliance or weakness found as a result of such audit. Audit work performed by County under this paragraph shall be billed to the Subrecipient at County cost, as determined by County's Auditor-Controller/Treasurer-Tax Collector.

10.5 Record Establishment and Maintenance. Subrecipient shall establish and maintain records in accordance with those requirements prescribed by County, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records and client files for services performed under this Agreement for at least five (5) years from date of final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later.

(A) Cost Documentation. Subrecipient agrees to maintain records to verify costs under this Agreement including a General Ledger, properly executed payrolls, time records, invoices, vouchers, orders, proof of payment, and any other accounting documents pertaining in whole or in part to this Agreement and they shall be clearly identified and readily accessible. The support documentation must indicate the line budget account number to which the cost is charged.

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

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

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1 10.6 **Public Records.** The County is not limited in any manner with respect to its public
2 disclosure of this Agreement or any record or data that the Subrecipient may provide to the
3 County. The County's public disclosure of this Agreement or any record or data that the
4 Subrecipient may provide to the County may include but is not limited to the following:

5 (A) The County may voluntarily, or upon request by any member of the public or
6 governmental agency, disclose this Agreement to the public or such governmental
7 agency.

8 (B) The County may voluntarily, or upon request by any member of the public or
9 governmental agency, disclose to the public or such governmental agency any record or
10 data that the Subrecipient may provide to the County, unless such disclosure is
11 prohibited by court order.

12 (C) This Agreement, and any record or data that the Subrecipient may provide to the
13 County, is subject to public disclosure under the Ralph M. Brown Act (California
14 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

15 (D) This Agreement, and any record or data that the Subrecipient may provide to the
16 County, is subject to public disclosure as a public record under the California Public
17 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
18 with section 6250) ("CPRA").

19 (E) This Agreement, and any record or data that the Subrecipient may provide to the
20 County, is subject to public disclosure as information concerning the conduct of the
21 people's business of the State of California under California Constitution, Article 1,
22 section 3, subdivision (b).

23 (F) Any marking of confidentiality or restricted access upon or otherwise made with
24 respect to any record or data that the Subrecipient may provide to the County shall be
25 disregarded and have no effect on the County's right or duty to disclose to the public or
26 governmental agency any such record or data.

27 (G) Notwithstanding sections A-F above, any information protected by law shall not
28 be subject to public disclosure.

10.7 **Public Records Act Requests.** If the County receives a written or oral request under the CPRA to publicly disclose any record that is in the Subrecipient's possession or control, and which the County has a right, under any provision of this Agreement or applicable law, to possess or control, then the County may demand, in writing, that the Subrecipient deliver to the County, for purposes of public disclosure, the requested records that may be in the possession or control of the Subrecipient. Within five business days after the County's demand, the Subrecipient shall (a) deliver to the County all of the requested records that are in the Subrecipient's possession or control, together with a written statement that the Subrecipient, after conducting a diligent search, has produced all requested records that are in the Subrecipient's possession or control, or (b) provide to the County a written statement that the Subrecipient, after conducting a diligent search, does not possess or control any of the requested records. The Subrecipient shall cooperate with the County with respect to any County demand for such records. If the Subrecipient wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the County and assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. The Subrecipient's assertion of any exemption from disclosure is not binding on the County, but the County will give at least 10 days' advance written notice to the Subrecipient before disclosing any record subject to the Subrecipient's assertion of exemption from disclosure. The Subrecipient shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA that results from the Subrecipient's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the County with respect to any County demand for any such records.

Article 11

Disclosure of Self-Dealing Transactions and Conflict of Interest

11.1 Applicability. This Article 11 applies if the Subrecipient is operating as a corporation, or changes its status to operate as a corporation.

11.2 **Duty to Disclose.** If any member of the Subrecipient's board of directors is party to a self-dealing transaction, he or she shall disclose the transaction by completing and signing a

1 “Self-Dealing Transaction Disclosure Form” (Exhibit F to this Agreement) and submitting it to the
2 County before commencing the transaction or immediately after.

3 11.3 **Definition.** “Self-dealing transaction” means a transaction to which the Subrecipient
4 is a party and in which one or more of its directors, as an individual, has a material financial
5 interest.

6 11.4 **Conflict of Interest.** No officer, employee or agent of the County who exercises any
7 function or responsibility for planning and carrying out of the services provided under this
8 Agreement shall have any direct or indirect personal financial interest in this Agreement. In
9 addition, no employee of the County shall be employed by the Subrecipient under this
10 Agreement to fulfill any contractual obligations with the County. The Subrecipient shall comply
11 with all Federal, State of California and local conflict of interest laws, statutes and regulations,
12 which shall be applicable to all parties and beneficiaries under this Agreement and any officer,
13 employee or agent of the County.

14 **Article 12**

15 **Medi-Cal Confidentiality OR Confidentiality and Data Security**

16 12.1 **Conformance with Laws:** All services performed by Subrecipient under this
17 Agreement shall be in strict conformance with all applicable Federal, State of California and/or
18 local laws and regulations relating to confidentiality. For the purpose of preventing the potential
19 loss, misappropriation or inadvertent disclosure of County data including sensitive or personal
20 client information; abuse of County resources; and/or disruption to County operations,
21 individuals and/or agencies that enter into a contractual relationship with County for the purpose
22 of providing services under this Agreement must employ adequate data security measures to
23 protect the confidential information provided to Subrecipient by County, including but not limited
24 to the following:

25 (A) Subrecipient-Owned Mobile/Wireless/Handheld Devices may not be connected
26 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
28 currency agreements are in place, and if a secure connection is used.

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

7 (C) County-Owned Computer Equipment – Subrecipient or anyone having an
8 employment relationship with County may not use County computers or computer
9 peripherals on non-County premises without prior authorization from County's Chief
10 Information Officer or their designee.

11 (D) Subrecipient may not store County's private, confidential or sensitive data on any
12 hard-disk drive.

13 (E) Subrecipient is responsible to employ strict controls to ensure the integrity and
14 security of County's confidential information and to prevent unauthorized access to data
15 maintained in computer files, program documentation, data processing systems, data
16 files and data processing equipment which stores or processes County data internally
17 and externally.

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

22 (G) Subrecipient is responsible to immediately notify County of any breaches or
23 potential breaches of security related to County's confidential information, data
24 maintained in computer files, program documentation, data processing systems, data
25 files and data processing equipment which stores or processes County data internally or
26 externally.

27 (H) Subrecipient shall require its subcontractors to comply with the provisions of this
28 Data Security section.

1 **Article 13**

2 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-**
3 **Lower Tier Covered Transactions.**

4 13.1 County and Subrecipient recognize that Subrecipient is a recipient of State or
5 Federal assistance funds under the terms of this Agreement. By signing this Agreement,
6 Subrecipient agrees to comply with applicable Federal suspension and debarment regulations,
7 including but not limited to: 7 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order
8 12549. By signing this Agreement, Subrecipient attests to the best of its knowledge and belief,
9 that it and its principals:

10 (A) Are not presently debarred, suspended, proposed for debarment, declared
11 ineligible, or voluntarily excluded from participation in this transaction by any Federal
12 department or agency; and

13 (B) Shall not knowingly enter into any lower tier covered transaction with an entity or
14 person who is debarred, suspended, proposed for debarment, declared ineligible, or
15 voluntarily excluded from participation in this transaction by any Federal department or
16 agency.

17 13.2 Subrecipient shall provide immediate written notice to County if at any time during
18 the term of this Agreement Subrecipient learns that the representations it makes above were
19 erroneous when made or have become erroneous by reason of changed circumstances.

20 13.3 Subrecipient shall include a clause titled "Certification Regarding Debarment,
21 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and
22 similar in nature to this Article Thirteen (13) in all lower tier covered transactions and in all
23 solicitations for lower tier covered transactions.

24 13.4 Subrecipient shall, prior to soliciting or purchasing goods and services in excess of
25 \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and
26 debarment status at <https://sam.gov/SAM/>.

27 13.5 The certification in Article Thirteen (13) of this Agreement is a material representation
28 of fact upon which County relied in entering into this Agreement.

1 **Article 14**

2 **General Terms**

3 14.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
4 Agreement may not be modified, and no waiver is effective, except by written consent by both
5 parties. The Subrecipient acknowledges that County employees have no authority to modify this
6 Agreement except as expressly provided in this Agreement.

7 (A) Changes to line items in the Exhibit D, Compensation, in an amount not to
8 exceed 10% of the maximum annual compensation payable to the Subrecipient may be
9 made with the written approval of County's DSS Director or their designee. Said
10 modifications shall not result in any changes to the maximum compensation amount
11 payable to Subrecipient, as stated in this Agreement.

12 (B) Subrecipient agrees that reductions to the maximum compensation set forth
13 under Article Three (3) of this Agreement may be necessitated by a reduction in funding
14 from State or Federal sources. Any such reduction to the maximum compensation may
15 be made with the written approval of County's DSS Director or their designee and
16 Subrecipient. Subrecipient further understands that this Agreement is subject to any
17 restriction, limitations, or enactments of all legislative bodies which affect the provisions,
18 term, or funding of this Agreement in any manner. If the parties do not provide written
19 approval for modification due to reduced funding, this Agreement may be terminated in
20 accordance with Section 6.1 above.

21 14.2 **Subrecipient's Name Change.** An amendment, assignment, or new agreement is
22 required to change the name of Subrecipient as listed on this Agreement. Upon receipt of legal
23 documentation of the name change, County will process the agreement. Payment of invoices
24 presented with a new name cannot be paid prior to approval of said agreement.

25 14.3 **Public Information.** Subrecipient shall disclose County as a funding source in all
26 public information and program materials developed in support of contracted services.

27 14.4 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
28 under this Agreement without the prior written consent of the other party. Any transferee,

1 assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all
2 applicable State and Federal regulations. Subrecipient shall be held primarily responsible by
3 County for the performance of any transferee, assignee or subcontractor unless otherwise
4 expressly agreed to in writing by County. The use of subcontractor by Subrecipient shall not
5 entitle Subrecipient to any additional compensation than provided for under this Agreement.

6 14.5 **Governing Law.** The laws of the State of California govern all matters arising from
7 or related to this Agreement.

8 14.6 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
9 County, California. Subrecipient consents to California jurisdiction for actions arising from or
10 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
11 brought and maintained in Fresno County.

12 14.7 **Construction.** The final form of this Agreement is the result of the parties' combined
13 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
14 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
15 against either party.

16 14.8 **Days.** Unless otherwise specified, "days" means calendar days.

17 14.9 **Headings.** The headings and section titles in this Agreement are for convenience
18 only and are not part of this Agreement.

19 14.10 **Severability.** If anything in this Agreement is found by a court of competent
20 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
21 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
22 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
23 intent.

24 14.11 **Nondiscrimination.** During the performance of this Agreement, the Subrecipient
25 shall not unlawfully discriminate against any employee or applicant for employment, or recipient
26 of services, because of race, religious creed, color, national origin, ancestry, physical disability,
27 mental disability, medical condition, genetic information, marital status, sex, gender, gender

28 ///

identity, gender expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of California and federal statutes and regulation.

(A) Domestic Partners and Gender Identity. For State fund-funded contracts of \$100,000 or more, Subrecipient certifies that it complies with Public Contract Code Section 10295.3.

(B) Americans with Disabilities Act. Subrecipient shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

(C) Subrecipient shall include the non-discrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

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

14.13 Drug-Free Workplace Requirements. For purposes of this paragraph, Subrecipient will be referred to as the "grantee". By drawing funds against this grant award, the grantee is providing the certification that it is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations require certification by grantees that they will maintain a drug-free workplace. False certification or violation of the

certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Subrecipient shall also comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code section 8350 et seq.).

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

14.15 ESG Eligibility and Reporting Requirements

(A) Subrecipient is required to utilize CES for all clients served under ESG.

(B) County's failure to inform Subrecipient that ESG funds are provided under this Agreement and any reporting requirements shall not relieve Subrecipient of compliance with any ESG eligibility and reporting requirements. Subrecipient agrees, in accordance with the requirements of the ESG program, that all beneficiaries of Subrecipient's activities provided under this Agreement must meet the following minimum criteria:

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

(2) The household must be at or below thirty percent (30%) of the Annual Area Median Income (AMI) for Fresno as referenced in Exhibit G to this Agreement. The AMI may change on a yearly basis and Subrecipient is required to use the most recent version as provided by County.

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

(C) Subrecipient is expected to meet all other ESG requirements as described in 24 CFR Part 576.

14.16 Lobbying and Political Activity. None of the funds provided under this Agreement shall be used for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending in the Congress of the United States of America or the Legislature of the

1 State of California. Subrecipient shall not directly or indirectly use any of the funds under this
2 Agreement for any political activity or to further the election or defeat of any candidate for public
3 office.

4 14.17 **Clean Air Act and the Federal Water Pollution Control Act.** If the compensation
5 to be paid by the County under this Agreement exceeds One Hundred Fifty Thousand and
6 No/100 Dollars (\$150,000) of Federal funding, Subrecipient agrees to comply with all applicable
7 standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q)
8 and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations
9 must be reported to the Federal awarding agency and the Regional Office of the Environmental
10 Protection Agency (EPA).

11 14.18 **Procurement of Recovered Materials.** If compensation to be paid by the County
12 under this Agreement is funded in whole or in part with Federal funding, In the performance of
13 this Agreement, Subrecipient shall comply with section 6002 of the Solid Waste Disposal Act, as
14 amended by the Resource Conservation and Recovery Act. The requirements of Section 6002
15 include procuring only items designated in guidelines of the Environmental Protection Agency
16 (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials
17 practicable, consistent with maintaining a satisfactory level of competition, where the purchase
18 price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding
19 fiscal year exceeded \$10,000; procuring solid waste management services in a manner that
20 maximizes energy and resource recovery; and establishing an affirmative procurement program
21 for procurement of recovered materials identified in the EPA guidelines.

22 14.19 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
23 of the Subrecipient under this Agreement on any one or more occasions is not a waiver of
24 performance of any continuing or other obligation of the Subrecipient and does not prohibit
25 enforcement by the County of any obligation on any other occasion.

26 14.20 **Child Support Compliance Act.** If compensation to be paid by the County under
27 this Agreement includes State funding in excess of \$100,000, the Subrecipient acknowledges in
28 accordance with Public Contract Code 7110, that:

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

6 (B) Subrecipient to the best of its knowledge is fully complying with the earnings
7 assignment orders of all employees and is providing the names of all new employees to
8 the New Hire Registry maintained by the California Employment Development
9 Department.

10 14.21 **Priority Hiring Considerations.** If compensation to be paid by the County under this
11 Agreement includes State funding and services in excess of \$200,000, Subrecipient shall give
12 priority consideration in filling vacancies in positions funded by the Agreement to qualified
13 recipients of aid under Welfare and Institutions Code Section 11200, in accordance with Public
14 Contract Code Section 10353.

15 14.22 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
16 between the Subrecipient and the County with respect to the subject matter of this Agreement,
17 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
18 publications, and understandings of any nature unless those things are expressly included in
19 this Agreement. If there is any inconsistency between the terms of this Agreement without its
20 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
21 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
22 exhibits.

23 14.23 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
24 create any rights or obligations for any person or entity except for the parties.

25 14.24 **Authorized Signature.** The Subrecipient represents and warrants to the County
26 that:

27 (A) The Subrecipient is duly authorized and empowered to sign and perform its
28 obligations under this Agreement.

1 (B) The individual signing this Agreement on behalf of the Subrecipient is duly
2 authorized to do so and his or her signature on this Agreement legally binds the
3 Subrecipient to the terms of this Agreement.

4 14.25 **Electronic Signatures.** The parties agree that this Agreement may be executed by
5 electronic signature as provided in this section.

6 (A) An “electronic signature” means any symbol or process intended by an individual
7 signing this Agreement to represent their signature, including but not limited to (1) a
8 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
9 electronically scanned and transmitted (for example by PDF document) version of an
10 original handwritten signature.

11 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
12 equivalent to a valid original handwritten signature of the person signing this Agreement
13 for all purposes, including but not limited to evidentiary proof in any administrative or
14 judicial proceeding, and (2) has the same force and effect as the valid original
15 handwritten signature of that person.

16 (C) The provisions of this section satisfy the requirements of Civil Code section
17 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
18 Part 2, Title 2.5, beginning with section 1633.1).

19 (D) Each party using a digital signature represents that it has undertaken and
20 satisfied the requirements of Government Code section 16.5, subdivision (a),
21 paragraphs (1) through (5), and agrees that each other party may rely upon that
22 representation.

23 (E) This Agreement is not conditioned upon the parties conducting the transactions
24 under it by electronic means and either party may sign this Agreement with an original
25 handwritten signature.

26 14.26 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
27 original, and all of which together constitute this Agreement.

28 [SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 Poverello House

County of Fresno

3
4 
5 Zachary D. Darrah, Chief Executive Officer

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

6 412 F Street
7 Fresno, CA 93706

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

9
10 By: _____
Deputy

11 For accounting use only:

12 Org No.: 56107091, 56107114
13 Account No.: 7870
14 Fund No.: 0001
15 Subclass No.: 10000
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-HHAP-10021

PURCHASING AUTHORITY NUMBER (If Applicable)

010725

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

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

Fresno County

2. The term of this Agreement is:

START DATE

8/22/2023

THROUGH END DATE

12/31/2027

3. The maximum amount of this Agreement is:

\$10,515,555.24 (Ten Million Five Hundred Fifteen Thousand Five Hundred Fifty Five Dollars and Twenty Four Cents)

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

Exhibits	Title	Pages
Exhibit A	Authority, Purpose and Scope of Work	8
Exhibit B	Budget Detail and Disbursement Provisions	3
Exhibit C	General Terms and Conditions	10
+ - Exhibit D	Special Terms and Conditions	2
+ - Exhibit E	State of California General Terms and Conditions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

County of Fresno

CONTRACTOR BUSINESS ADDRESS

P.O. Box 1912

CITY

Fresno

STATE

CA

ZIP

93718

PRINTED NAME OF PERSON SIGNING

Sal Quintero

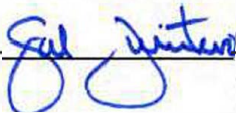
TITLE

Chairman, County of Fresno Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

7/18/23



ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors

County of Fresno, State of California

By  Deputy

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-HHAP-10021

PURCHASING AUTHORITY NUMBER (If Applicable)

010725

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTING AGENCY ADDRESS

500 Capitol Mall, Suite 1850

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lourdes Castro Ramírez

TITLE

Secretary

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

Aug 22, 2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)
Standard Agreement
Contract for Funds**

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1) Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program Round 4 ("HHAP-4" or "Program") pursuant to Chapter 6 (commencing with Health and Safety Code (HSC) section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Interagency Council on Homelessness ("Cal ICH") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP-4 provides flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous Cal ICH grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.


This Standard Agreement/Contract for Funds along with all its exhibits ("Agreement") is entered into by Cal ICH and a Continuum of Care, a city, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, and the requirements appearing in the statutory authority for the Program cited above.

2) Purpose

The general purpose of the Program is to (1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (Chapter 6 (commencing with HSC section 50216)).

This funding shall:

- a) Continue to build regional collaboration between continuums of care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness.

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- b) Be paired strategically with other local, state, and federal funds provided to address homelessness in order to achieve maximum impact. Grantees of this funding are encouraged to reference Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness to assist in using funding strategically for their planning efforts in the delivery of services to people experiencing homelessness in the community.
- c) Be deployed with the goal of reducing the number of people experiencing homelessness in a given region through investing in long-term solutions, such as permanent housing.
- d) Include the State as an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

3) Definitions

The following HHAP-4 program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (r):

- a) "Agency" means the Business, Consumer Services, and Housing Agency.
- b) "Applicant" means a Continuum of Care, city, county, or tribe.
- c) "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.
- d) "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.
- e) "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

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- f)** "Council" means the California Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- g)** "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.
- h)** "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
- i)** "Homeless Management Information System" means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.
- j)** "Homeless point-in-time count" means the most recent point-in-time count that requires a sheltered and unsheltered count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations completed by all applicants.
- k)** "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.
- l)** "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.
- m)** "Jurisdiction" means a city, city that is also a county, county, or Continuum of Care, as defined in this section.
- n)** "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.
- o)** "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.
- 1)** "Round 1" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2019.

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2) "Round 2" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2020.

3) "Round 3" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2021.

4) "Round 4" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2022.

p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges.

q) "Recipient" means a jurisdiction that receives funds from the Cal ICH for the purposes of the program.

r) "Tribe" or "tribal applicant" means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code.

Additional definitions for the purposes of the HHAP-4 program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-4 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP-4 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

4) Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50218.7, subdivision (e), and section 50220.8, subdivisions (e), (f), and (g), and any other applicable laws.

The Grantee shall expend funds on evidence-based programs serving people experiencing homelessness among eligible populations, including any of the following eligible uses:

- a) Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.
- b) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

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- c) Street outreach to assist persons experiencing homelessness to access permanent housing and services.
- d) Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- e) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- f) Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.
- g) Prevention and shelter diversion to permanent housing, including rental subsidies.
- h) Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - i) The number of available shelter beds in the city, county, or region served by a Continuum of Care.
 - ii) The number of people experiencing unsheltered homelessness in the homeless point-in-time count.
 - iii) Shelter vacancy rate in the summer and winter months.
 - iv) Percentage of exits from emergency shelters to permanent housing solutions.
 - v) A plan to connect residents to permanent housing.
 - vi) Any new interim sheltering funded by HHAP-4 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters.
- i) Improvements to existing emergency shelters to lower barriers and increase privacy.

In addition to the eligible uses described above, the Grantee's expenditure of its entire HHAP-4 allocation must also comply with the following:

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- a) At least 10 percent of the funds shall be spent on services for homeless youth populations.
- b) Not more than 7 percent of funds may be used for administrative costs incurred by the city, county, or continuum of care to administer its program allocation. For purposes of this Agreement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

5) Cal ICH Contract Coordinator

The Cal ICH's Contract Coordinator for this Agreement is the Council's Grant Director or the Grant Director's designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Cal ICH Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the Council's Grant Director or the Grant Director's designee.

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	County of Fresno
SECTION/UNIT:	California Interagency Council on Homelessness (Cal ICH)	
ADDRESS:	500 Capitol Mall Suite 1850 Sacramento, CA, 95814	P.O. Box 1912 Fresno, CA 93718
CONTRACT COORDINATOR	Jeannie McKendry	Laura Moreno
PHONE NUMBER:	(916) 510-9446	(559) 600-2335
EMAIL ADDRESS:	Jeannie.McKendry@bcsh.ca.gov	lhaga@fresnocountyca.gov

All requests to update the Grantee information listed within this Agreement shall be emailed to the Cal ICH Grants Division general email box at calichgrants@bcsh.ca.gov. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

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6) Effective Date, Term of Agreement, and Deadlines

- a) This Agreement is effective upon approval by Cal ICH (indicated by the signature provided by Cal ICH in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties. Funds will be disbursed in accordance with Section 3 of Exhibit B.
- b) This Agreement shall terminate on December 31, 2027.
- c) A grantee shall contractually obligate no less than 75 percent and shall expend no less than 50 percent of their initial (50 percent) HHAP-4 disbursement by May 31, 2025. Upon demonstration by a grantee that it has complied with this requirement and remains on track to meet its outcome goals, as determined by the council pursuant to Health and Safety Code section 50223, the council shall disburse to that recipient the remaining 50 percent of its total HHAP-4 allocation pursuant to Health and Safety Code section 50218.7(a).
 - i) Grantee will demonstrate compliance with these requirements by completing the certification documentation in the form and manner provided by the council.
- d) If a grantee has obligated less than 75 percent or expended less than 50 percent of their initial (50 percent) HHAP-4 disbursement by May 31, 2025, the grantee shall not contractually obligate or expend any remaining portion of its round 4 initial program allocation, and the council shall not allocate to the recipient the remaining 50 percent of its total allocation, unless both of the following occur:
 - i) On or before June 30, 2025, the grantee submits an alternative disbursement plan to Cal ICH that includes an explanation for the delay.
 - ii) Cal ICH approves the alternative disbursement plan.

If Cal ICH cannot approve an alternative disbursement plan, Cal ICH will provide the grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.

If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2026, the funds shall be returned to the Cal ICH to be allocated as bonus awards.
- e) Grantees that do not meet the final expenditure deadlines in Health and Safety Code section 50220.8(k) shall not be eligible for bonus funding.

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- f) All HHAP-4 funds shall be expended by June 30, 2027.
- g) In accordance with Health and Safety Code section 50220.8, subdivision (k), Cal ICH retains the right to require a corrective action plan of grantees that are not on track to fully expend funds by the statutorily required deadline.
- h) Any funds not expended by June 30, 2027, including bonus funds, shall revert to and be paid and deposited in, the General Fund pursuant to Health and Safety Code section 50220.8(p).
- i) The council may request additional information from applicants, as needed, to meet other applicable reporting or audit requirements.
- j) **Bonus Funds:** Health and Safety Code section 50220.8 mandates the following, regarding a recipient's eligibility for Bonus Funding:
 - i) Recipients that do not meet the obligation requirements laid out in Health and Safety Code section 50220.8(k) shall not be eligible for bonus funding;
 - ii) Recipients shall demonstrate no later than June 30, 2025, whether they have successfully met their outcome goals; and
 - iii) Jurisdictions that have not met their outcome goals shall not be eligible for bonus funding and shall accept technical assistance from council staff. In addition, jurisdictions that have not met their outcome goals may also be required to limit allowable uses of program funds, as determined by the Council.
 - iv) If recipient receives bonus funding, the bonus funds will be distributed as an amendment to this contract. No additional contract will be executed.

7) **Special Conditions**

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

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**Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)
Standard Agreement****EXHIBIT B****BUDGET DETAIL and DISBURSEMENT PROVISIONS****1) Budget Detail & Changes**

The Grantee agrees that HHAP-4 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend the HHAP-4 funds on eligible activities as detailed in Health and Safety Code section 50218.7(e) and section 50220.8, subdivisions (e), and (f).

2) General Conditions Prior to Disbursement

All Grantees must submit the following forms prior to HHAP-4 funds being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement form and initialed Exhibits A through F
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

3) Disbursement of Funds**Initial Disbursement**

Fifty percent of a grantee's HHAP-4 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. The Initial disbursement of HHAP-4 funds will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

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Remainder Disbursement

- a) Cal ICH will disburse the remaining fifty percent of HHAP-4 funds upon demonstration by a Grantee that it has complied with the requirement to contractually obligate and expend a minimum amount of its round 4 program allocation, as described below, and remains on track to meet its outcome goals, as determined by the council pursuant to Section 50223.
 - i) A grantee shall contractually obligate no less than 75 percent and shall expend no less than 50 percent of their initial (50 percent) HHAP-4 disbursement by May 31, 2025. Upon demonstration by a grantee that it has complied with this requirement and remains on track to meet its outcome goals, as determined by the council pursuant to Health and Safety Code section 50223, the council shall disburse to that recipient the remaining 50 percent of its total HHAP-4 allocation pursuant to Health and Safety Code section 50218.7(a).
- b) If a grantee has obligated less than 75 percent or expended less than 50 percent of their initial disbursement by May 31, 2025, the grantee shall not contractually obligate or expend any remaining portion of its round 4 initial program allocation, and the council shall not allocate to the recipient the remaining 50 percent of its total allocation, unless both of the following occur:
 - i) On or before June 30, 2025, the grantee submits an alternative disbursement plan to Cal ICH that includes an explanation for the delay.
 - ii) Cal ICH approves the alternative disbursement plan. If Cal ICH cannot approve an alternative disbursement plan, Cal ICH will provide the grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.
- 4) If a Grantee is not on track to meet outcome goals, grantee must agree to receive TA from Cal ICH to get back on track with the outcome goals before the Council allocates the remaining 50 percent of a recipient's allocation.

Bonus Funds Disbursement

If a Grantee qualifies for Bonus Funds pursuant to the requirements laid out in Health and Safety Code section 50220.7, Cal ICH will determine the amount of Bonus Funds the Grantee is eligible for and will disburse these Bonus Funds to the Grantee upon receipt, review and approval of the completed Amended Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. The Bonus Funds disbursement of

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HHAP-4 funds will be allocated in one disbursement via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

5) Expenditure of Funds

All HHAP-4 funds must be spent in accordance with Health and Safety Code section 50218.7(e) and section 50220.8, subdivisions (e), and (f), and as described in Exhibit A, Section 4 "Scope of Work".

6) Ineligible Costs

- a) HHAP-4 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code section 50220.8, subdivisions (e), (f), and (g).
- b) Cal ICH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-4 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Cal ICH.
- c) An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Cal ICH by the Grantee.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-4 fund expenditures.

- d) Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of the grantee and services or housing capacity will be lost as a result of these funds ending, HHAP funds may be used to maintain the service or program. Examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant, such as HEAP.

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**Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)
Standard Agreement****EXHIBIT C****GENERAL TERMS AND CONDITIONS****1) Termination and Sufficiency of Funds****a) Termination of Agreement**

Cal ICH may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of Cal ICH's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Cal ICH, any unexpended funds received by the Grantee shall be returned to Cal ICH within 30 days of Cal ICH's notice of termination.

b) Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to Cal ICH by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2) Transfers

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit C Section 12 (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of Cal ICH and a formal amendment to this Agreement to affect such subcontract or novation.

3) Grantee's Application for Funds

Grantee has submitted to Cal ICH an application for HHAP-4 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Cal ICH is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be requested through the formal HHAP Budget Modification Request Process and are subject to approval by Cal ICH.

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

4) Reporting/Audits

a) Annual Reports

By January 1, 2024, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to Cal ICH in a format provided by Cal ICH. Annual Reports will include a request for data on expenditures and people served with HHAP-4 funding, details on specific projects selected for the use of HHAP-4 funding, and data regarding the progress towards outcome goals. If the Grantee fails to provide such documentation, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than October 1, 2027, the Grantee shall submit a final report, in a format provided by Cal ICH, as well as a detailed explanation of all uses of the Program funds.

b) Quarterly Expenditure Reports

In addition to the annual reports, Cal ICH requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to Cal ICH on a form and method provided by Cal ICH that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information Cal ICH deems appropriate or necessary. If the Grantee fails to provide such documentation, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

c) Reporting Requirements

i) Annual Report: The annual report shall contain detailed information in accordance with Health and Safety Code section 50223, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by Cal ICH:

- (1) Data collection shall include, but not be limited to, information regarding individuals and families served, including demographic information, information regarding partnerships among entities or lack thereof, and participant and regional outcomes.

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- (2) The performance monitoring and accountability framework shall include clear metrics, which may include, but are not limited to, the following:
- (a) The number of individual exits to permanent housing, as defined by the United States Department of Housing and Urban Development, from unsheltered environments and interim housing resulting from this funding.
 - (b) Racial equity, as defined by the council in consultation with representatives of state and local agencies, service providers, the Legislature, and other stakeholders.
 - (c) Any other metrics deemed appropriate by the council and developed in coordination with representatives of state and local agencies, advocates, service providers, and the Legislature.
- (3) Data collection and reporting requirements shall support the efficient and effective administration of the program and enable the monitoring of jurisdiction performance and program outcomes.

Data shall include progress towards meeting the grantee's outcome goals. If significant progress toward outcome goals has not been made, the applicant shall:

- (a) Submit a description of barriers and possible solutions to meet those barriers
 - (b) Accept technical assistance from Cal ICH
 - (c) Include the progress towards outcome goals in all subsequent quarterly reports, until significant progress is made as deemed by Cal ICH
- ii) Expenditure Report: The expenditure report shall contain data on expenditures of HHAP-4 funding including but not limited to obligated funds, expended funds, and other funds derived from HHAP-4 funding.
- iii) Final Expenditure Plan: During the final fiscal year of reporting, grantees may be required to include a plan to fully expend HHAP-4 grant funding. This plan must be submitted with the quarterly expenditure report in a format to be provided by Cal ICH.

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- iv) Grantees or their subcontractors must report client data into their local Homeless Management Information Systems (HMIS) pursuant to the requirements of Assembly Bill (AB) 977 (Chapter 397, Statutes of 2021)
- v) Cal ICH may require additional supplemental reporting with written notice to the Grantee.
- vi) Grantee may, at their discretion, fully expend their HHAP-4 allocation prior to the end date of the grant term and will not be required to submit quarterly fiscal reports after the quarter in which their allocation was fully expended.

d) Auditing

Cal ICH reserves the right to perform or cause to be performed a financial audit. At Cal ICH request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-4 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

- i) The audit shall be performed by an independent certified public accountant.
- ii) The Grantee shall notify Cal ICH of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Cal ICH to the independent auditor's working papers.
- iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Cal ICH for each audit finding within 90 days from the date of the audit finding report.

5) Inspection and Retention of Records

a) Record Inspection

Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and

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Prevention Program laws, the HHAP-4 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.8, subdivision (m), if upon inspection of records Cal ICH identifies noncompliance with grant requirements, Cal ICH retains the right to impose a corrective action plan on the Grantee.

b) Record Retention

The Grantee further agrees to retain all records described in subparagraph a for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

c) Public Records Act

The grantees' final HHAP-4 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act.

6) Breach and Remedies

a) Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

- i) Grantee's failure to comply with the terms or conditions of this Agreement.
- ii) Use of, or permitting the use of, HHAP-4 funds provided under this Agreement for any ineligible activities.
- iii) Any failure to comply with the deadlines set forth in this Agreement.

b) Remedies for Breach of Agreement

In addition to any other remedies that may be available to Cal ICH in law or equity for breach of this Agreement, Cal ICH may:

- i) Bar the Grantee from applying for future HHAP funds;
- ii) Revoke any other existing HHAP-4 award(s) to the Grantee;
- iii) Require the return of any unexpended HHAP-4 funds disbursed under this Agreement;

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- iv) Require repayment of HHAP-4 funds disbursed and expended under this Agreement;
 - v) Require the immediate return to Cal ICH of all funds derived from the use of HHAP-4 funds
 - vi) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-4 requirements.
- c) All remedies available to Cal ICH are cumulative and not exclusive.
- d) Cal ICH may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

7) Waivers

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

8) Nondiscrimination

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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9) Conflict of Interest

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).
- d) **Representatives of a County:** A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board,

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committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

- a) Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:
 - i) The dangers of drug abuse in the workplace;
 - ii) Grantee's policy of maintaining a drug-free workplace;
 - iii) Any available counseling, rehabilitation, and employee assistance program; and
 - iv) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.
- b) Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
 - i) Will receive a copy of Grantee's drug-free policy statement, and
 - ii) Will agree to abide by terms of Grantee's condition of employment or subcontract.

11) Child Support Compliance Act

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

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

12) Special Conditions – Grantees/Subgrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Cal ICH prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-4 funds. Failure to comply with these conditions may result in termination of this Agreement.

- a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:
 - i) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 - ii) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - iii) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.
 - iv) Agree to include all the terms of this Agreement in each subcontract.

13) Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-4 program, the Grantee, its subrecipients, and all eligible activities.

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

14) Inspections

- a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b) Cal ICH reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) Litigation

- a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Cal ICH, shall not affect any other provisions of this Agreement and the Initial of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- b) The Grantee shall notify Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Cal ICH, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Cal ICH.

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**Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)
Standard Agreement****EXHIBIT D****SPECIAL TERMS AND CONDITIONS**

- 1) All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-4 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-4 funds, must be used for HHAP-4-eligible activities and reported on as required by Cal ICH.
- 2) Per Health and Safety Code section 50220.8 (g), any housing-related activities funded with HHAP-4 funds, including but not limited to emergency shelter (per Health and Safety Code section 50220.8(e)(8)(F)), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-4 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.
- 3) Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-4-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-4 funding (e.g., by creating appropriate HHAP-4-specific funding sources and project codes in HMIS).
- 4) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6 and Welfare and Institutions Code section 8256. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical

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information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

- 5) Grantee agrees to accept technical assistance as directed by Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH and report to Cal ICH on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
- 6) Grantee agrees to demonstrate a commitment to racial equity and, per Health and Safety Code section 50222 (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with Cal ICH, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.
- 7) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

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Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)**Standard Agreement****EXHIBIT E****STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS**

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2>

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.

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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-HHAP-10044

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME

County of Fresno

2. The term of this Agreement is:

START DATE

Upon HCD approval

THROUGH END DATE

06/30/2029

3. The maximum amount of this Agreement is:

\$11,720,018.17 (Eleven Million Seven Hundred Twenty Thousand Eighteen Dollars and Seventeen Cents)

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

Exhibits	Title	Pages
Exhibit A	Authority, Purpose and Scope of Work	13
Exhibit B	Budget Detail and Disbursement Provisions	4
Exhibit C *	State of California General Terms and Conditions	GTC 04/2017
+ - Exhibit D	HHAP General Terms and Conditions	11
+ - Exhibit E	Special Terms and Conditions	3
+ - TOTAL NUMBER OF PAGES ATTACHED		31

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

County of Fresno

CONTRACTOR BUSINESS ADDRESS

205 W Pontiac Way, Clovis, CA 93612

CITY

Clovis

STATE

CA

ZIP

93612

PRINTED NAME OF PERSON SIGNING

Ernest Buddy Mendes

TITLE

Chairman, County of Fresno Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

3-11-2025

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors

County of Fresno, State of California

By



Deputy

SCO ID: 2240-24HHAP10044

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

Exhibit B

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-HHAP-10044

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

651 Bannon Street, Suite 400

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

TITLE

Contract Services Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo, dated 06/12/1981)

EXHIBIT A**AUTHORITY, PURPOSE, AND SCOPE OF WORK****1. Authority**

This Standard Agreement (“Agreement”) is an agreement regarding Homeless Housing, Assistance, and Prevention Program Round 5 (HHAP-5 or Program) funds.

- A. The State of California established HHAP-5 pursuant to the provisions in Chapter 6.5 (commencing with Health and Safety Code (HSC) section 50230) of Part 1 of Division 31 of the HSC. (Amended by Stats. 2023, Ch. 40, Sec. 17 (AB 129) effective July 10, 2023).
- B. The Program is administered by the California Department of Housing and Community Development (HCD) in the Business, Consumer Services and Housing Agency (Agency). HHAP-5 provides flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous HCD grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.
- C. This Standard Agreement/Contract for Funds along with all its exhibits (Agreement) is entered into by HCD and a Continuum of Care, a city, or a county (Grantee) under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the [Notice of Funding Availability](#) (NOFA) dated September 29, 2023, under which the Grantee applied, HCD guidance and directives and the requirements appearing in the statutory authority for the Program cited above.

2. Purpose

HHAP-5 is established for the purpose of organizing and deploying the full array of homelessness programs and resources comprehensively and effectively, and to sustain existing federal, state, and local investments towards long-term sustainability of permanent housing and supportive services. The general purpose of the Program is to (1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those

Program Name: Homeless Housing, Assistance, and Prevention Program

Round 5 “HHAP-5”

NOFA Date: September 29, 2023

Approved Date: August 8, 2024

Prep Date: November 1, 2024

EXHIBIT A

individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (See HSC section 50230 et seq.).

HHAP funding shall:

- A. Be available to applicants for the purpose of reimbursement for planning and preparing the Regionally Coordinated Homelessness Action Plans required for the HHAP-5 application.
- B. Continue to build regional collaboration between Continuums of Care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness by fostering robust regional collaboration and strategic partnerships aimed at fortifying the homeless services and housing delivery system. This should be achieved through the formulation of data-driven and cross-system plans designed to allocate resources in alignment with the state's priorities for homeless housing solutions. This means implementing strategies that create and sustain regional partnerships and prioritize permanent housing solutions.
- C. Ensure the long-term sustainability of housing and supportive services, by strategically pairing these funds with other local, state, and federal resources to effectively reduce and ultimately end homelessness. Grantees are encouraged to follow the guidance provided in ["Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness"](#).
- D. Demonstrate sufficient resources dedicated to long-term permanent housing solutions, including capital and operating costs.
- E. Demonstrate a commitment to address racial disproportionality in homeless populations and achieve equitable provision of services and outcomes for Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness.
- F. Establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all

Program Name: Homeless Housing, Assistance, and Prevention Program

Round 5 "HHAP-5"

NOFA Date: September 29, 2023

Approved Date: August 8, 2024

Prep Date: November 1, 2024

EXHIBIT A

levels of planning and implementation, including through opportunities to hire people with lived experience.

- G. Fund projects that provide housing and services that are Housing First compliant, per HSC section 50234(f), and delivered in a low barrier, trauma informed, and culturally responsive manner. Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving interim or permanent housing, or other services for which these funds are used.
- H. Include the State as an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

3. **Definitions**

The following HHAP-5 program terms are defined in accordance with HSC section 50230, subdivisions (A) – (X):

- A. “Agency” means the Business, Consumer Services, and Housing Agency.
- B. “Applicant” means a Continuum of Care, city, county, or a region for purposes of the Regionally Coordinated Homelessness Action Plan requirements pursuant to this chapter.
- C. “City” means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.
- D. “Continuum of Care” means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.
- E. “Coordinated Entry System” means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or

Program Name: Homeless Housing, Assistance, and Prevention Program
Round 5 “HHAP-5”
NOFA Date: September 29, 2023
Approved Date: August 8, 2024
Prep Date: November 1, 2024

EXHIBIT A

coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

- F. “Regionally Coordinated Homelessness Action Plan” means the regionally coordinated homelessness action plan described in Section 50233.
- G. “Council” means the associated staff within the Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- H. “Department” means the Department of Housing and Community Development.
- I. “Emergency shelter” has the same meaning as defined in subdivision (e) of Section 50801.
- J. “Grantee” means an eligible applicant that has received its initial Round 5 base allocation or total Round 5 base allocation, as applicable.
- K. “Homeless” has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
- L. “Homeless Management Information System” means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term “Homeless Management Information System” also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.
- M. “Homeless point-in-time count” means the most recently available point-in-time count data as reflected in the Annual Homeless Assessment Report released by the United States Department of Housing and Urban Development.

EXHIBIT A

- N. “Homeless youth” means an unaccompanied youth between 12 and 24 years of age who is experiencing homelessness, as defined in Section 725(2) of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). “Homeless youth” includes unaccompanied youth who are pregnant or parenting.
- O. “Housing First” has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.
- P. “Jurisdiction” means a city, county, Continuum of Care, or tribe, as defined in this section.
- Q. “Memorandum of Understanding” has the same meaning as defined in subdivision (f) of Section 50233.
- R. “Navigation center” means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.
- S. “Program” means Round 5 of the Homeless Housing, Assistance, and Prevention program, or Round 5, established pursuant to this chapter.
- T. 1) “Base program allocation” means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges pursuant to the allowable uses specified in Section 50236.
- 2) “Homekey supplemental allocation” means the portion of program funds available to eligible jurisdictions as supplementary Homekey resources, as defined in Section 50237.
- U. “Recipient” means a jurisdiction that receives funds from HCD for the purposes of the program.
- V. 1) Except as set forth in paragraph 2) below, “region” means the geographic area served by a county, including all cities and Continuum of Care within it. A region that has a Continuum of Care that serves multiple counties may submit a plan that covers multiple

Program Name: Homeless Housing, Assistance, and Prevention Program

Round 5 “HHAP-5”

NOFA Date: September 29, 2023

Approved Date: August 8, 2024

Prep Date: November 1, 2024

EXHIBIT A

counties and the cities within them, or the Continuum of Care may participate in the Regionally Coordinated Homelessness Action Plan of each individual county that is part of the Continuum of Care along with the cities within the county.

- 2) All Continuums of Care within the County of Los Angeles shall be considered part of a single region, along with the county and big cities within the county.

W. “Small jurisdiction” means a city that is under 300,000 in population as of January 1, 2022, according to data published on the internet website of the Department of Finance.

X. “Tribe” or “tribal applicant” means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code that is located in California.

Additional definitions for the purposes of the HHAP-5 program:

Allocations:

“Initial HHAP-5 Base Allocation”: fifty percent (50%) of the eligible city, county, or Continuum of Care’s HHAP-5 allocation.

“HHAP-5 Planning Allocation”: one hundred percent (100%) of the eligible city, county, or Continuum of Care’s HHAP Round 5 planning allocation.

“Initial Supplemental Funding Allocation”: one hundred percent (100%) of the eligible city, county, or Continuum of Care’s share of the one hundred (\$100) million Supplemental Allocation.

“Remainder Disbursement”: the remaining fifty percent (50%) of the eligible city, county, or Continuum of Care’s HHAP- 5 base allocation.

“Obligate”: means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-5 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

Program Name: Homeless Housing, Assistance, and Prevention Program

Round 5 “HHAP-5”

NOFA Date: September 29, 2023

Approved Date: August 8, 2024

Prep Date: November 1, 2024

EXHIBIT A

“Expended”: means all HHAP-5 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

4. Scope of Work

- A. The Scope of Work (“Work”) for this Agreement shall include uses that are consistent with HSC section 50234, subdivision (a) (1), and section 50236, and any other applicable laws.
- B. HHAP-5 Planning Allocation funds are for the purpose of planning for and preparing the Regionally Coordinated Homelessness Action Plan required as part of the HHAP-5 regional application. Any Planning Allocation funds that are not spent on the preparation of the HHAP-5 application must be expended consistent with the purpose and requirements of the HHAP-5 program, as described below.
- C. Provided that before proposing to use HHAP-5 resources to fund new interim housing solutions, the applicant first demonstrates that the region has dedicated sufficient resources from other sources to long-term permanent housing solutions, including capital and operating costs, allowable uses of HHAP-5 base program allocation funds include all of the following:
 - 1) Permanent housing solutions, including all of the following:
 - a) Rental subsidies, including to support placement of individuals in Community Assistance, Recovery and Empowerment (CARE) Court.
 - b) Landlord incentives, such as security deposits, holding fees, funding for needed repairs, and recruitment and relationship management costs.
 - c) Move-in expenses.
 - d) Operating subsidies in new and existing affordable or supportive housing units serving people experiencing homelessness, including programs such as Homekey, new or existing residential care facilities, funded by the Behavioral Health Continuum Infrastructure Program or the

Program Name: Homeless Housing, Assistance, and Prevention Program
Round 5 “HHAP-5”
NOFA Date: September 29, 2023
Approved Date: August 8, 2024
Prep Date: November 1, 2024

EXHIBIT A

Community Care Expansion Program. Operating subsidies may include operating reserves.

- e) Homelessness prevention through rental assistance, rapid rehousing, and other programs, so long as they prioritize households at imminent risk of homelessness or households with incomes at or below thirty percent (30%) of the area median income, who pay more than fifty percent (50%) of their income in housing costs, and who meet criteria for being at highest risk of homelessness through data-informed criteria.
 - f) Problem-solving and diversion support programs that prevent people at risk of or recently experiencing homelessness from entering unsheltered or sheltered homelessness.
 - g) Services for people in permanent housing, so long as the services are trauma-informed and practice harm reduction, to include intensive case management services, assertive community treatment services, critical time intervention services, other tenancy support services, evidence-based employment services, coordinating mental health, substance use, and primary care treatment, or other evidence-based supportive services to increase housing retention.
 - h) Capital for permanent housing that serves people experiencing homelessness, including conversion of underutilized buildings or existing interim or transitional housing into permanent housing.
- 2) Interim housing solutions, including all of the following:
- a) Navigation centers that are low barrier, as defined in Sections 65660 and 65662 of the Government Code, to include any of the following:
 - b) Operating expenses in existing congregate shelter sites.

EXHIBIT A

- c) Operating expenses in new or existing non-congregate shelter sites and transitional housing for youth.
- d) Motel or hotel vouchers.
- e) Services provided to people in interim housing, to include trauma-informed and evidence-based intensive case management services, housing navigation, connecting people to substance use or mental health treatment, public benefits advocacy, and other supportive services to promote stability and referral into permanent housing.
- f) Capital funding to build new non-congregate shelter sites, including for construction, rehabilitation, and capital improvements to convert existing congregate sites into non-congregate sites.
- g) Capital funding for clinically enhanced congregate or non-congregate shelter sites.
- h) Youth-focused services in transitional housing.
- 3) Service provisions and systems support including all of the following:
 - a) Services for people experiencing unsheltered homelessness, including street outreach, including, but not limited to, persons experiencing homelessness from encampment sites and those transitioning out of encampment sites funded by the program known as the Encampment Resolution Funding Grant consistent with HSC Section 50251 to access permanent housing and services. This includes evidence-based engagement services, intensive case management services, assertive community treatment, housing navigation, harm reduction services, coordination with street-based health care services, and hygiene services for people living in encampments and unsheltered individuals.
 - b) Services coordination, which may include access to workforce, education, and training programs, or other

Program Name: Homeless Housing, Assistance, and Prevention Program

Round 5 "HHAP-5"

NOFA Date: September 29, 2023

Approved Date: August 8, 2024

Prep Date: November 1, 2024

EXHIBIT A

services needed to promote housing stability in supportive housing.

- c) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations, including families and homeless youth.
 - d) Improvements to existing emergency shelters to lower barriers and increase privacy.
 - e) Any new interim sheltering funded by Round 5 funds must be low-barrier, comply with Housing First practices as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters.
- 4) In addition to the eligible uses described above, the Grantee's expenditure of its entire HHAP-5 Base Allocation must also comply with the following:
- a) At least ten percent (10%) of the funds shall be spent on services for homeless youth populations.
 - b) Not more than seven percent (7%) of funds may be used for administrative costs incurred by the city, county, or Continuum of Care to administer its program allocation. For purposes of this Agreement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

Grantee shall perform the work only in the areas as identified, and in accordance with any guidance from HCD.

5) **Contract Coordinator**

HCD's Contract Coordinator for this Agreement is HCD's Grants Program Design Section Chief or their designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be sent to the HCD Contract Coordinator electronically.

Program Name: Homeless Housing, Assistance, and Prevention Program
Round 5 "HHAP-5"
NOFA Date: September 29, 2023
Approved Date: August 8, 2024
Prep Date: November 1, 2024

EXHIBIT A

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	California Department of Housing & Community Development	County of Fresno
SECTION/UNIT:	Policy and Program Support	
ADDRESS:	651 Bannon St SW, Suite 400 Sacramento, CA, 95811	205 W Pontiac Way, Clovis, CA 93612
CONTRACT COORDINATOR	Jeannie McKendry	Cynthia Witrigo Cardenas
PHONE NUMBER:	(916) 490-9589	(559) 600-2778
EMAIL ADDRESS:	HPDHomelessnessGrants@hcd.ca.gov Jeannie.McKendry@hcd.ca.gov	witrac@fresnocountyca.gov

All requests to update the Grantee information listed within this Agreement shall be emailed to the HPD Homelessness Grants general email box at HPDHomelessnessGrants@hcd.ca.gov. HCD reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6) **Effective Date, Term of Agreement, and Deadlines**

- A. This Agreement is effective upon approval by HCD (indicated by the signature provided by HCD in the lower left section of page one, Standard Agreement, STD. 213), and when signed by all parties. Funds will be disbursed in accordance with Section 4 of Exhibit B.
- B. This Agreement shall terminate on June 30, 2029.
- C. On or before January 1, 2026, a Grantee shall submit to the Department an updated Regionally Coordinated Homelessness Action Plan, which shall include updates on the metrics and key actions to improve these metrics, which shall be reviewed and approved by HCD pursuant to HSC 50235 subdivision (h). A Grantee shall contractually obligate no less than seventy-five percent (75%) and shall expend no less than fifty percent

Program Name: Homeless Housing, Assistance, and Prevention Program
 Round 5 "HHAP-5"
 NOFA Date: September 29, 2023
 Approved Date: August 8, 2024
 Prep Date: November 1, 2024

EXHIBIT A

(50%) of their initial fifty percent (50%) HHAP-5 base allocation disbursement by June 30, 2026. This excludes both the HHAP-5 planning and Initial Supplemental Allocations. Upon demonstration by a recipient Grantee that it has complied with both of these requirements, the Department shall disburse to that recipient the remaining fifty percent (50%) of its HHAP-5 base allocation pursuant to HSC Section 50235.

- 1) Grantee will demonstrate compliance with these obligation and expenditure requirements through monthly fiscal reports and by completing a certification documentation in the form and manner provided by HCD.

D. If a Grantee has obligated less than seventy-five percent (75%) or expended less than fifty percent (50%) of their initial fifty percent (50%) HHAP-5 base allocation by June 30, 2026, the Grantee shall not contractually obligate or expend any remaining portion of its initial HHAP-5 base allocation, and HCD shall not allocate to the recipient the remaining fifty percent (50%) of its HHAP-5 base allocation, unless both of the following occur:

- 1) On or before June 30, 2026, the Grantee submits an alternative disbursement plan to HCD that includes an explanation for the delay.
- 2) HCD approves the alternative disbursement plan.

If a Grantee does not satisfy these requirements, HCD shall have the discretion to allocate the unused funding in a manner prescribed by HCD.

If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2027, the funds shall be returned to HCD to be allocated as supplemental awards in accordance with Health and Safety Code Section 50237.

E. All HHAP-5 funds, including base allocations, planning allocations, and supplemental funding, shall be expended by June 30, 2028.

F. Any funds, including planning allocations and supplemental funding, not expended by June 30, 2028, shall revert to, and be paid and deposited in, the General Fund pursuant to Health and Safety Code section 50235 subdivision (m).

Program Name: Homeless Housing, Assistance, and Prevention Program

Round 5 "HHAP-5"

NOFA Date: September 29, 2023

Approved Date: August 8, 2024

Prep Date: November 1, 2024

EXHIBIT A

- G. HCD may request additional information from applicants, as needed, to meet other applicable reporting or audit requirements.

7) **Capacity and Authority to Contract**

- A. By signing this Agreement, the Grantee is certifying that it has the capacity and authority to fulfill the obligations enumerated in this agreement. The Grantee further represents that it is authorized to execute this Agreement.
- B. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on their own behalf, represents that they are authorized to execute this Agreement on behalf of said entity.

EXHIBIT B

BUDGET DETAIL AND DISBURSEMENT PROVISIONS

1. **Payee**

Name: County of Fresno Amount: \$ 11,720,018.17

2. **Budget Detail & Changes**

A. The Grantee agrees that HHAP-5 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

B. The Grantee shall expend the HHAP-5 funds on eligible activities as detailed in HSC 50234, subdivision (a)(1)(A) and 50236 and as described in the grantees latest approved HHAP-5 funding plan.

C. Any changes to the Grantee's budget must be approved in writing by HCD prior to incurring expenses.

3. **General Conditions Prior to Disbursement**

A. All Grantees must submit the following forms prior to this HHAP-5 allocation being released:

- 1) Request for Funds Form ("RFF").
- 2) STD 213 Standard Agreement form and Exhibits A through E.
- 3) STD 204 Payee Data Record or Government Agency Taxpayer ID Form.

4. **Disbursement of Funds**

A. **Initial Disbursement**

EXHIBIT B

- 1) The Initial Disbursement of the HHAP-5 allocation includes the initial HHAP-5 base allocation, HHAP-5 planning allocation, and initial supplemental allocation. These funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by HCD.
- 2) The Initial disbursement of HHAP-5 funds will be disbursed in one allocation, and issued to the Grantee, identified on the Payee Data Record Form or Government Agency Taxpayer ID Form.

B. Remainder Disbursement

- 1) HCD will disburse the remaining fifty percent (50%) of HHAP-5 base allocation upon demonstration by a Grantee that it has complied with the requirement to contractually obligate and expend a minimum amount of its initial Round 5 base allocation, as described below, and receives approval for the submitted Updated Regionally Coordinated Homelessness Action Plan that includes updates on measures and illustrates the advancement of key actions outlined in the original Regionally Coordinated Action Plan to improve those measures, as outlined in Section 50235(h).
 - a) A Grantee shall contractually obligate no less than seventy-five percent (75%) and shall expend no less than fifty percent (50%) of their initial fifty percent (50%) HHAP-5 base allocation by June 30, 2026. This excludes both the HHAP-5 planning allocation and the supplemental allocation. Upon demonstration by a grantee that it has complied with this requirement and receives approval for the submitted Updated Regionally Coordinated Homelessness Action Plan, HCD shall disburse to that recipient the remaining fifty percent (50%) of its HHAP-5 program allocation pursuant to Section 50234.
 - b) If a Grantee has obligated less than seventy-five percent (75%) or expended less than fifty percent (50%) of their initial fifty percent (50%) HHAP-5 program allocation by June 30, 2026, the Grantee shall not contractually obligate or expend any remaining portion of its initial HHAP-5 program allocation, and HCD shall not allocate to the recipient the

Program Name: Homeless Housing, Assistance, and Prevention Program
Round 5 "HHAP-5"
NOFA Date: September 29, 2023
Approved Date: August 8, 2024
Prep Date: November 1, 2024

EXHIBIT B

remaining fifty percent (50%) of its HHAP-5 program allocation, unless both of the following occur:

- i. On or before June 30, 2026, the Grantee submits an alternative disbursement plan to HCD that includes an explanation for the delay.
- ii. HCD approves the alternative disbursement plan. If HCD cannot approve an alternative disbursement plan, HCD will provide the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.
- c) HCD may withhold the remaining fifty percent (50%) of HHAP-5 program allocation funds from a jurisdiction that repeatedly failed to take action as specified in its Regionally Coordinated Homelessness Action Plan, or that took actions adverse to achieving the plan objectives provided pursuant to Section 50233, until such time the jurisdiction demonstrates to HCD they are in substantial compliance with the requirements of HSC 50235 subdivision (h).

5. **Expenditure of Funds**

All HHAP-5 funds must be spent consistent with the intent of the Program and the eligible uses identified in HSC section 50234, subdivision (a)(1)(A) and 50236 and in alignment with the Grantee's latest, approved funding plan.

6. **Ineligible Costs**

- A. HHAP-5 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in HSC section 50234, subdivision (a)(1)(A) and 50236.
- B. HCD reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-5 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to HCD.

EXHIBIT B

- C. An expenditure which is not authorized by this Agreement, or by written approval of the Contract Coordinator or his/her designee, or which cannot be adequately documented, shall be disallowed and must be immediately repaid to HCD by the Grantee. A Grantee shall be prohibited from applying for future HHAP funds until they have repaid these funds to HCD.

HCD, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-5 fund expenditures.

- D. Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of the Grantee and services or housing capacity will be lost as a result of these funds ending, HHAP funds may be used to maintain the service or program. Examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant.
- E. Program funds shall not be used to supplant existing Encampment Resolution Funding Grant funds provided under HSC section 50251.

EXHIBIT D

HHAP GENERAL TERMS AND CONDITIONS**1. Termination and Sufficiency of Funds****A. Termination of Agreement**

HCD may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in [paragraph 6 of this Exhibit D](#); violation of any federal or state laws; or withdrawal of HCD's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by HCD, any unexpended funds received by the Grantee shall be returned to HCD within thirty (30) days of HCD's notice of termination.

B. Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to HCD by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations, or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms, or funding of this Agreement in any manner.

2. Transfers

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within [Exhibit D Section 12 \(Special Conditions – Grantees/Sub Grantee\)](#) or with the prior written approval of HCD and a formal amendment to this Agreement to affect such subcontract or novation.

3. Grantee's Application for Funds

Grantee has submitted to HCD an application for HHAP-5 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. HCD is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be

Program Name: Homeless Housing, Assistance, and Prevention Program

Round 5 "HHAP-5"

NOFA Date: September 29, 2023

Approved Date: August 8, 2024

Prep Date: November 1, 2024

EXHIBIT D

requested through the formal HHAP Budget Modification Request Process and are subject to approval by HCD.

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

4. **Reporting/Audits**

A. Reporting Requirements

- 1) Annual Report: Grantees will be responsible for submitting an annual report no later than April 1 each year following the receipt of funds until all funds are fully expended. The annual report will contain detailed information on program activities in accordance with HSC sections 50221, 50222, and 50223, and be submitted in the form and method provided by HCD. The annual report must provide information on activities through the prior calendar, including, but not limited to, an ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses, as well as any additional information HCD deems appropriate or necessary.
- 2) Monthly Fiscal Report: Grantees will be responsible for submitting a monthly fiscal report in accordance with HSC section 50223, in the form and method provided by HCD. The monthly fiscal report must provide information, including but not limited to, the obligation and expenditure status of the program funds by eligible uses category.
- 3) Final Report: Grantees will be responsible for submitting a final report in accordance with HSC section 50223 no later than April 1, 2029, and must be submitted in the form and method provided by HCD. The final report must provide information, including but not limited to, detailed uses of all program funds.

Program Name: Homeless Housing, Assistance, and Prevention Program

Round 5 "HHAP-5"

NOFA Date: September 29, 2023

Approved Date: August 8, 2024

Prep Date: November 1, 2024

EXHIBIT D

- 4) **HMIS/HDIS Reporting:** Grantees and their subcontractors must report client data into their local Homeless Management Information Systems (HMIS) pursuant to the requirements of Assembly Bill (AB) 977 (Chapter 397, Statutes of 2021), and that data must be shared quarterly with the statewide Homeless Data Integration System (HDIS). As part of reporting responsibilities in accordance with HSC sections 50221, 50222, and 50223, Grantees must ensure proper recording of activities associated with these program funds. This is intended to efficiently capture many of the non-fiscal reporting responsibilities required under HSC sections 50221, 50222, and 50223. HCD will make efforts to utilize statewide Homeless Data Integration System to fulfill grantee reporting requirements under HSC sections 50221, 50222, and 50223, however improper reporting into that system may require HCD to seek additional information directly from Grantees. Grantees may also be required to accept training and technical assistance in this area if their HMIS/HDIS is not properly tracked and shared.
- 5) HCD may require additional supplemental reporting with written notice to the Grantee.
- 6) Grantee may, at their discretion, fully expend their HHAP-5 allocation prior to the end date of the grant term and will not be required to submit monthly fiscal reports after the month in which their allocation was fully expended.

B. Auditing

HCD reserves the right to perform or cause to be performed a financial audit. At HCD's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-5 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

- 1) The audit shall be performed by an independent certified public accountant.

EXHIBIT D

- 2) The Grantee shall notify HCD of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by HCD to the independent auditor's working papers.
- 3) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- 4) If there are audit findings, the Grantee must submit a detailed response acceptable to HCD for each audit finding within ninety (90) days from the date of the audit finding report.

5. Inspection and Retention of Records**A. Record Inspection**

HCD or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCD, or its designee, with any relevant information requested. The Grantee agrees to give HCD or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP-5 program guidance document published on the website, and this Agreement.

In accordance with HSC section 50220.8, subdivision (m), if upon inspection of records HCD identifies noncompliance with grant requirements, HCD retains the right to impose a corrective action plan on the Grantee.

B. Record Retention

The Grantee further agrees to retain all records described in subparagraph (A) for a minimum period of five (5) years after the termination of this Agreement.

EXHIBIT D

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

C. Public Records Act

The Grantees' final HHAP-5 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code.

6. **Breach and Remedies**

A. Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

- 1) Grantee's failure to comply with the terms or conditions of this Agreement.
- 2) Use of, or permitting the use of, HHAP-5 funds provided under this Agreement for any ineligible activities.
- 3) Any failure to comply with the deadlines set forth in this Agreement.

B. Remedies for Breach of Agreement

In addition to any other remedies that may be available to HCD in law or equity for breach of this Agreement, HCD may:

- 1) Bar the Grantee from applying for future HHAP funds.
- 2) Revoke any other existing HHAP award(s) to the Grantee.
- 3) Require the return of any unexpended HHAP-5 funds disbursed under this Agreement.

EXHIBIT D

- 4) Require repayment of HHAP-5 funds disbursed and expended under this Agreement.
- 5) Require the immediate return to HCD of all funds derived from the use of HHAP-5 funds.
- 6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-5 requirements.

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

D. HCD may give written notice to the Grantee to cure the breach or violation within a period of not less than fifteen (15) days.

7. **Waivers**

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

8. **Nondiscrimination**

During the performance of this Agreement, the Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the

Program Name: Homeless Housing, Assistance, and Prevention Program
Round 5 "HHAP-5"
NOFA Date: September 29, 2023
Approved Date: August 8, 2024
Prep Date: November 1, 2024

EXHIBIT D

Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. **Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws. For instance, HSC section 50220.5, subdivision (i) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- B. Former State Employees: For the two (2) year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve (12) month period from the date, he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12) month period prior to his or her leaving State service.

Program Name: Homeless Housing, Assistance, and Prevention Program
Round 5 "HHAP-5"
NOFA Date: September 29, 2023
Approved Date: August 8, 2024
Prep Date: November 1, 2024

EXHIBIT D

- C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).
- D. Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

- A. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) Grantee's policy of maintaining a drug-free workplace.
 - 3) Any available counseling, rehabilitation, and employee assistance program; and
 - 4) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

Program Name: Homeless Housing, Assistance, and Prevention Program
Round 5 "HHAP-5"
NOFA Date: September 29, 2023
Approved Date: August 8, 2024
Prep Date: November 1, 2024

EXHIBIT D

- B. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
- 1) Will receive a copy of Grantee's drug-free policy statement, and
 - 2) Will agree to abide by terms of Grantee's condition of employment or subcontract.

11. **Child Support Compliance Act**

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

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

12. **Special Conditions – Grantees/Subgrantee**

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibits C and D. These conditions shall be met to the satisfaction of HCD prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-5 funds. Failure to comply with these conditions may result in termination of this Agreement.

- A. The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:

EXHIBIT D

- 1) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
- 2) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
- 3) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.
- 4) Agree to include all the terms of this Agreement in each subcontract.

- B. The Grantee shall monitor the activities of all subgrantees to ensure compliance with all requirements under the HHAP program.

As requested by HCD, the Grantee shall provide to HCD all monitoring documentation necessary to ensure that Grantee and its subgrantees are in continued compliance with HHAP requirements. Such documentation requirements shall be provided by HCD when the information is requested.

13. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, land use, homelessness, housing element, fair housing, and all other matters applicable and/or related to the HHAP-5 program, the Grantee, its subrecipients, and all eligible activities.

The Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. The Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to,

Program Name: Homeless Housing, Assistance, and Prevention Program
Round 5 "HHAP-5"
NOFA Date: September 29, 2023
Approved Date: August 8, 2024
Prep Date: November 1, 2024

EXHIBIT D

environmental protection, procurement, and safety laws, rules, regulations, and ordinances. The Grantee shall provide copies of permits and approvals to HCD upon request.

14. Inspections

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

15. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of HCD, shall not affect any other provisions of this Agreement and the Initial terms of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- B. The Grantee shall notify HCD immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or HCD, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of HCD.

EXHIBIT E

SPECIAL TERMS AND CONDITIONS

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-5 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-5 funds, must be used for HHAP-5-eligible activities. Grantees must maintain records of all expenditures of the proceeds from these interest-bearing accounts for five (5) years and report on these expenditures as required by HCD. HCD reserves the right to perform or cause to be performed a financial audit on the use of proceeds from interest-bearing accounts.
2. Per HSC section 50234 subdivision (f), any housing-related activities funded with HHAP-5 funds, including but not limited to emergency shelter (per HSC section 50236 subdivision (c)(3)(E), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-5 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.
3. The Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-5-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-5 funding (e.g., by creating appropriate HHAP-5-specific funding sources and project codes in HMIS).
4. The Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the HMIS in accordance with their existing Data Use Agreements, and as required by HSC sections 50234(b) and 50220.6 and Welfare and Institutions Code section 8256. Any health information provided to, or maintained within, the Homeless Management Information System, or the State Homeless Data Integration System (HDIS), which compiles all HMIS data into a statewide data warehouse, shall not be subject to public inspection or disclosure under the California Public

Program Name: Homeless Housing, Assistance, and Prevention Program

Round 5 "HHAP-5"

NOFA Date: September 29, 2023

Approved Date: August 8, 2024

Prep Date: November 1, 2024

EXHIBIT E

Records Act. For purposes of this paragraph, “health information” means “protected health information,” as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and “medical information,” as defined in subdivision (j) of Section 56.05 of the Civil Code. HCD may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, HCD, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

5. The Grantee agrees to accept technical assistance as directed by HCD or by a contracted technical assistance provider acting on behalf of HCD and report to HCD on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
6. The Grantee agrees to demonstrate a commitment to racial equity and, per HSC section 50222 subdivision (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCD, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.
7. The Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.
8. HCD reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.
9. The Department represents that the intent of [Exhibit D Section 1\(B\)](#) is only to preserve the legislature’s ability to make changes to appropriations and matters that are lawfully subject to change through the Budget Act. The Department represents and warrants that as of the date of this Agreement the non-bond funds referenced in Homeless Housing, Assistance and Prevention Program, Round 5 Notice of Funding Availability dated September 29, 2023 for this Agreement are appropriated to and available for the purposes of this Agreement, and further, that upon execution of this Agreement said funds are deemed allocated to and encumbered for the purposes described in this Agreement and shall not be terminated or reduced as a result of [Exhibit D Section 1\(B\)](#) once construction has commenced in compliance with Program requirements and in

Program Name: Homeless Housing, Assistance, and Prevention Program

Round 5 “HHAP-5”

NOFA Date: September 29, 2023

Approved Date: August 8, 2024

Prep Date: November 1, 2024

EXHIBIT E

accordance with the construction commencement requirements within this Agreement. If not continuously appropriated, said funds must still be disbursed prior to any applicable disbursement or expenditure deadline set forth in this Agreement.

Exhibit B

FOR ACCOUNTING USE ONLY:

SRF Org: 1132 Homeless Services

Fund: 0065

Subclass: 17237

Account: 3575-State Other

Exhibit C

SCOPE OF SERVICES

ORGANIZATION: Poverello House

SERVICES: Project-based Rapid Rehousing at Monte Vista

ADDRESS: 412 F Street., Fresno CA 93706

TELEPHONE: 559-498-6988

CONTACT: Sara Mirhadi, Chief Programs Officer

CONTRACT PERIOD: JULY 1, 2025 - JUNE 30, 2026 \$585,000.00 (Base)
JULY 1, 2026 - JUNE 30, 2027 \$590,000.00 (Optional)
JULY 1, 2027 - JUNE 30, 2028 \$595,000.00 (Optional)

I. SERVICE DESCRIPTION

Poverello House shall provide continued case management services for a project-based rapid rehousing program at Monte Vista Terrace, located at 1 N Sherman Court, Fresno, CA 93701, to help families experiencing or at risk of homelessness. The Rapid Rehousing Program provides temporary, medium-term financial assistance (0-18 months), combined with housing location and case management services, to help homeless individuals and families obtain permanent housing off site and achieve long-term stability. Current residents will need to be transitioned out of Monte Vista Terrace and into permanent housing or into additional housing programs upon reaching a maximum stay of 12 months. Security deposits for each resident are collected upon entry to Monte Vista Terrace by the Fresno Housing Authority and will be returned to the resident upon exit of Monte Vista Terrace. Poverello House will be responsible for developing transition plans for all clients moving out of Monte Vista Terrace.

II. TARGET POPULATION

The target population of the project-based rapid rehousing services consists of families residing in the County of Fresno, who are experiencing or are at imminent risk of homelessness.

III. RAPID REHOUSING SERVICES

1. **Program Intake:** Intake meetings should be held within 72 hours of a program referral match. Case Managers will meet with all adult household members to conduct an initial evaluation of the household's circumstances and verify all income sources. A determination will be made of the household's ability to contribute towards on-site rental and security deposit costs. This Share of Cost for all households is expected to be a minimum amount that equals 30% of the total household income. Initial Housing Plans may be developed at this time. Once the intake meeting is concluded, the household will complete the leasing application and background check with the Fresno Housing Authority on-site staff.
2. **Case Management:** Ongoing meetings with clients to assess and monitor needs and collaborate within their own networks and the larger community to meet those needs. The focus of case management is to achieve or improve housing stability; an important component of case management will be identifying and connecting clients

Exhibit C

to potential sources of income or other forms of support to help them to improve their financial futures. Case management meetings should be held weekly, or as needed, and may be conducted in the agency office, on-site within the client's unit, or virtually if necessary. Once a household is permanently housed, meetings should be held at the home of the clients. Staff to client ratios are expected to begin at 1:15 households and up to a maximum of 1:30 as households are placed into permanent housing and new residents move on-site. Households placed in permanent housing will be expected to require less intense case management than households entering the program.

3. Housing Location Services: Assisting individuals and families with locating appropriate and financially sustainable housing after they leave the project-based housing site, accommodating the client's needs and preferences.
4. Ancillary Services: Work with individuals and families to improve their stability and life skills that will assist participants with long-term housing stability. Provide supports to develop or improve skills such as conflict resolution with landlords and neighbors, resident maintenance, and long-term housing goals.
5. Housing Financial Assistance: Provide full or partial subsidies for housing related expenses for a limited period of time during the 18-month enrollment in the program. Housing Financial Assistance will primarily be used for permanent housing after families leave the project-based housing site. Eligible financial assistance includes rental application fees, off-site rental payments, security deposits, utility deposits and utility payments, making homes habitable/furniture (if required and limited), and moving costs (if required). Participants will be expected to pay a portion of the rent cost both on and off-site. Poverello House will determine a households share of the rental cost while both on and off-site. Shares of cost will be adjusted quarterly, or as needed, to ensure a sustainable exit to permanent housing. Off-site subsidies are expected to be as minimal as possible to ensure the households' ability to sustain the full cost of rent upon exiting the program. Use of community resources to cover costs should be leveraged, when available.
6. Leveraged CalAIM Services: Participants will be linked to CalAIM services when determined appropriate. Eligibility determination will be made at intake by submitting a client authorization through CalVIVA or Anthem Blue Cross. Once eligibility is determined, the assigned Case Manager will complete an assessment to determine housing and supportive services needs. Weekly engagements will be required to implement housing and supportive service plans. CalAIM will be billed directly when appropriate for a minimum of 0.20 FTE per Direct Service Staff. Should sufficient CalAIM revenue exist, the Poverello House will allow up to 0.40 FTE per Direct Service Staff time to be billed to CalAIM when appropriate. When participants are determined not to be eligible for CalAIM services, households will still have an assessment for housing and supportive services needs and conduct weekly engagements billed to this agreement.

IV. SUBRECIPIENT RESPONSIBILITIES

Poverello House shall:

1. Provide the above Rapid Rehousing Program services during the term of the Agreement.
2. Operate within the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Hours for staff will be adjusted to allow for services to be offered outside of the normal business hours, including Saturdays and Sundays, should participant need require it.

Exhibit C

3. Be a member in good standing of the Fresno Madera Continuum of Care (FMCoC) or join the FMCoC within 30 days of award announcement: paying annual dues, regularly attending meetings, and contributing to the work of the FMCoC. See FMCoC Bylaws/Governance Charter, Article III for General Membership Information at fresnomaderahomeless.org/about-us.
4. Develop an adequate procedure to prevent duplication of benefits.
5. Accept referrals only through the FMCoC Coordinated Entry System (CES) or DSS.
6. In the event the number of referrals exceeds the number of available housing placements, Poverello House will prioritize referrals by length of homelessness, acuity of needs, and other factors as reflected on the FMCoC By-Name list and the CES Assessment.
7. Enter participant information into the Homeless Management Information System (HMIS) in compliance with ESG and HUD data collection, management, and reporting standards.
8. Meet with County staff monthly, or as often as needed, for service coordination, problem/issue resolution, information sharing, training, review, and monitoring of services.
9. Meet regularly with Fresno Housing Authority staff to discuss concerns relating to participants and their compliance with lease obligations.
10. Engage families in a linguistically and culturally appropriate manner, including the use of interpreters when needed.
11. Provide annual Civil Rights training to staff and provide relevant verification to the County of Fresno by April 1.
12. Provide complete and accurate monthly activity reports to the County of Fresno, in a report format approved by the County within 30 days for services rendered in the previous month.
13. Develop Housing Plans that are strengths-based and sustainable over time based on the participant's identified barriers.
14. Provide Linkages to Community partners for ongoing supportive services.
15. Refer families to outside ancillary services including, but not limited to, physical and behavioral health, money management classes, mental health treatments, or anything else deemed appropriate for this population.
16. Leverage CalAIM supports for participants exiting to permanent housing including tenancy supports as appropriate.
17. Maintain two full-time Case Managers and one full-time Housing Engagement Specialist. Staff time will be supplemented by directly billing to CalAIM for a minimum of 0.20 FTE for each position for each year. Should sufficient CalAIM revenues be available for subsequent years, additional staff time will be billed directly to CalAIM services for a maximum of 0.30 FTE for the second year and a maximum of 0.40 FTE for the third year for each position.
18. Maintain Satisfactory Performance – Per Section 1.2 of the Agreement, optional renewals are dependent upon Subrecipient's satisfactory performance.

V. DSS RESPONSIBILITIES

To serve as an effective partner, the County of Fresno Department of Social Services (DSS) will:

- A. Meet with Poverello House monthly, or as often as needed according to their contract monitoring plan, for service coordination, problem/issue resolution, information sharing, training, and review and monitoring of services.

Exhibit C

- B. In addition to monitoring progress and outcomes through regular meetings and monthly activity reports, site visits will be conducted for inspection of client files, and observation of daily on-site activities.

VI. PERFORMANCE OUTCOMES

Poverello House shall provide complete and accurate monthly activity reports to the County of Fresno, in a report format approved by the County within 30 days for services rendered in the previous month.

Poverello House shall meet the following outcomes:

Expectations:

- Serve a minimum of 52 households per year.
 - Serve a minimum of 42 households on-site per year.
 - Serve a minimum of 10 households off-site per year.

Outcomes:

- A minimum of 70% of families will exit the Rapid Rehousing program to permanent housing within 12 months of entering Monte Vista Terrace.
- A minimum of 80% of families will exit the Rapid Rehousing program within 6 months of placement in permanent housing.
- A minimum of 70% of families that have exited the Rapid Rehousing program will remain stably housed at 6-month post-exit date.
- A minimum of 50% of families that have exited the Rapid Rehousing program will remain stably housed at 12-month post-exit date.

Exhibit D

Compensation

The Subrecipient will be compensated for performance of its services under this Agreement as provided in this Exhibit C. The Subrecipient is not entitled to any compensation except as expressly provided in this Exhibit C.

BUDGET SUMMARY

ORGANIZATION: Poverello House

SERVICES: Project-based Rapid Rehousing at Monte Vista

COMPLETE TERM: JULY 1, 2025 - JUNE 30, 2028

CONTRACT TOTAL: \$1,770,000 (If optional extensions are enacted)

Budget Categories	Amount
Personnel	
Salaries	\$ 488,808.00
Payroll Taxes	\$ 42,281.88
Benefits	\$ 122,202.00
Subtotal	\$ 653,291.88
Operational	
Insurance	\$ 30,000.00
Communication	\$ 30,000.00
Office Expenses	\$ 28,715.00
Equipment	\$ 23,000.00
Travel Costs	\$ 22,314.54
Program Supplies	\$ 65,905.87
Fiscal & Audits	\$ 9,000.00
Training	\$ 30,000.00
Interpreter Services	\$ 4,500.00
Subtotal	\$ 243,435.41
Direct Financial Assistance	
Rental Assistance	\$ 575,000.00
Utility Payments	\$ 55,100.00
Security/Utility Deposits	\$ 81,000.00
Moving Costs	\$ 13,500.00
Transportation Costs	\$ 6,500.00
Landlord Fees/Background Checks	\$ 15,000.00
Making Homes Habitable/Furniture	\$ 15,000.00
Application Fees	\$ 22,500.00
Subtotal	\$ 783,600.00
Indirect Costs	
Indirect Costs	\$ 89,672.71
Subtotal	\$ 89,672.71
Total	\$ 1,770,000.00

Exhibit D

BUDGET SUMMARY

ORGANIZATION: Poverello House

SERVICES: Project-based Rapid Rehousing at Monte Vista

FISCAL YEAR: JULY 1, 2025 - JUNE 30, 2026 (BASE)

TERM TOTAL: \$585,000

Budget Categories	Amount
Personnel	
Salaries	\$ 162,936.00
1.60 FTE Case Manager	
0.80 FTE Housing Engagement Specialist	
0.10 FTE Senior Director of Navigation	
0.05 FTE Program Director	
0.20 FTE Financial Specialist	
Payroll Taxes	\$ 14,093.96
Benefits	\$ 40,734.00
Subtotal	\$ 217,763.96
Operational	
Insurance	\$ 10,000.00
Communication	\$ 10,000.00
Office Expenses	\$ 10,000.00
Equipment	\$ 11,000.00
Travel Costs	\$ 7,190.59
Program Supplies	\$ 25,000.00
Fiscal & Audits	\$ 3,000.00
Training	\$ 10,000.00
Interpreter Services	\$ 1,500.00
Subtotal	\$ 87,690.59
Direct Financial Assistance	
Rental Assistance	\$ 170,000.00
Utility Payments	\$ 25,000.00
Security/Utility Deposits	\$ 29,000.00
Moving Costs	\$ 5,000.00
Transportation Costs	\$ 2,500.00
Landlord Fees/Background Checks	\$ 5,000.00
Making Homes Habitable/Furniture	\$ 5,000.00
Application Fees	\$ 7,500.00
Subtotal	\$ 249,000.00
Indirect Costs	
Indirect Costs	\$ 30,545.45
Subtotal	\$ 30,545.45
Total	\$ 585,000.00

Exhibit D

BUDGET SUMMARY

ORGANIZATION: Poverello House

SERVICES: Project-based Rapid Rehousing at Monte Vista

FISCAL YEAR: JULY 1, 2026 - JUNE 30, 2027 (OPTIONAL)

TERM TOTAL: \$ 590,000.00

Budget Categories	Amount
Personnel	
Salaries	\$ 162,936.00
1.60 FTE Case Manager	
0.80 FTE Housing Engagement Specialist	
0.10 FTE Senior Director of Navigation	
0.05 FTE Program Director	
0.20 FTE Financial Specialist	
Payroll Taxes	\$ 14,093.96
Benefits	\$ 40,734.00
Subtotal	\$ 217,763.96
Operational	
Insurance	\$ 10,000.00
Communication	\$ 10,000.00
Office Expenses	\$ 10,000.00
Equipment	\$ 6,000.00
Travel Costs	\$ 7,554.23
Program Supplies	\$ 20,000.00
Fiscal & Audits	\$ 3,000.00
Training	\$ 10,000.00
Interpreter Services	\$ 1,500.00
Subtotal	\$ 78,054.23
Direct Financial Assistance	
Rental Assistance	\$ 190,000.00
Utility Payments	\$ 20,100.00
Security/Utility Deposits	\$ 27,000.00
Moving Costs	\$ 5,000.00
Transportation Costs	\$ 2,500.00
Landlord Fees/Background Checks	\$ 5,000.00
Making Homes Habitable/Furniture	\$ 5,000.00
Application Fees	\$ 10,000.00
Subtotal	\$ 264,600.00
Indirect Costs	
Indirect Costs	\$ 29,581.81
Subtotal	\$ 29,581.81
Total	\$ 590,000.00

Exhibit D

BUDGET SUMMARY

ORGANIZATION: Poverello House

SERVICES: Project-based Rapid Rehousing at Monte Vista

FISCAL YEAR: JULY 1, 2027 - JUNE 30, 2028 (OPTIONAL)

TERM TOTAL: \$ 595,000.00

Budget Categories	Amount
Personnel	
Salaries	\$ 162,936.00
1.60 FTE Case Manager	
0.80 FTE Housing Engagement Specialist	
0.10 FTE Senior Director of Navigation	
0.05 FTE Program Director	
0.20 FTE Financial Specialist	
Payroll Taxes	\$ 14,093.96
Benefits	\$ 40,734.00
Subtotal	\$ 217,763.96
Operational	
Insurance	\$ 10,000.00
Communication	\$ 10,000.00
Office Expenses	\$ 8,715.00
Equipment	\$ 6,000.00
Travel Costs	\$ 7,569.72
Program Supplies	\$ 20,905.87
Fiscal & Audits	\$ 3,000.00
Training	\$ 10,000.00
Interpreter Services	\$ 1,500.00
Subtotal	\$ 77,690.59
Direct Financial Assistance	
Rental Assistance	\$ 215,000.00
Utility Payments	\$ 10,000.00
Security/Utility Deposits	\$ 25,000.00
Moving Costs	\$ 3,500.00
Transportation Costs	\$ 1,500.00
Landlord Fees/Background Checks	\$ 5,000.00
Making Homes Habitable/Furniture	\$ 5,000.00
Application Fees	\$ 5,000.00
Subtotal	\$ 270,000.00
Indirect Costs	
Indirect Costs	\$ 29,545.45
Subtotal	\$ 29,545.45
Total	\$ 595,000.00

Exhibit E

INSURANCE REQUIREMENTS

1. Required Policies

Without limiting the County's right to obtain indemnification from the Subrecipient or any third parties, Subrecipient, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Subrecipient shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Subrecipient's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Subrecipient signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Subrecipient shall deliver, or cause its broker or producer to deliver, to the DSSContractinsurance@fresnocountyca.gov, Attention: Assigned Analyst
 - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Subrecipient has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary

Exhibit E

insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Subrecipient's policy.

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Subrecipient shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Subrecipient shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Subrecipient shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Subrecipient or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Subrecipient has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Subrecipient shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Subrecipient waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Subrecipient is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Subrecipient's waiver of subrogation under this paragraph is effective whether or not the Subrecipient obtains such an endorsement.
- (F) **County's Remedy for Subrecipient's Failure to Maintain.** If the Subrecipient fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Subrecipient. The County may offset such charges against any amounts owed by the County to the Subrecipient under this Agreement.
- (G) **Subcontractors.** The Subrecipient shall require and verify that all subcontractors used by the Subrecipient to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not

Exhibit E

authorize the Subrecipient to provide services under this Agreement using subcontractors.

Exhibit F

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno ("County"), members of a Subrecipient's board of directors ("County Subrecipient"), 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 used 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.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit F

(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:	

Exhibit G

FY 2025 Income Limits Summary

FY 2025 Income Limit Area	Median Family Income	FY 2025 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Fresno, CA HUD Metro FMR Area	\$88,500	Very Low (50%) Income Limits (\$)	32,900	37,600	42,300	46,950	50,750	54,500	58,250	62,000
		Extremely Low Income Limits (\$)*	19,750	22,550	26,650	32,150	37,650	43,150	48,650	54,150
		Low (80%) Income Limits (\$)	52,600	60,100	67,600	75,100	81,150	87,150	93,150	99,150

NOTE: HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the **Fresno, CA HUD Metro FMR Area**.

The **Fresno, CA HUD Metro FMR Area** contains the following areas: Fresno County, CA;

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

For last year's Median Family Income and Income Limits, please see here:

Exhibit G

FY 2025 Extremely Low-Income Income Limits Calculation

The Quality Housing and Work Responsibility Act of 1998 established a new income limit standard based on 30 percent of median family income, which was to be adjusted for family size and for areas of unusually high or low family income. A statutory change was made in 1999 to clarify that these income limits should be tied to the Section 8 very low-income limits. The preliminary 30 percent income limits, therefore, are calculated as 30/50ths (60 percent) of the Section 8 very low-income limits.

The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit.

1. The first step in establishing the Extremely Low Income Limit is establishing the preliminary 4-person income limit. This is derived by multiplying the 4-person Very Low-Income limit by 0.6 (30%/50%) and rounding the product to the nearest 50. The calculations are as follows:

Area	4-person Very Low-Income Limit	Preliminary 4-person Extremely Low-Income Limit
Fresno, CA HUD Metro FMR Area	\$46,950	\$28,150

Exhibit G

2. Preliminary Low-Income Limits for each person size are calculated, and compared to the poverty guidelines as [established by the Department of Health and Human Services](#).

Preliminary Extremely Low-Income Limits								
Table (a)								
Area	1-person 70% of 4- person Limit	2-person 80% of 4- person Limit	3-person 90% of 4- person Limit	4- person	5-person 108% of 4- person Limit	6-person 116% of 4- person Limit	7-person 124% of 4- person Limit	8-person 132% of 4- person Limit
Fresno, CA HUD Metro FMR Area	\$19,750	\$22,550	\$25,350	\$28,150	\$30,450	\$32,700	\$34,950	\$37,200
Table (b)								
Area	HHS 1- person Guideline	HHS 2- person Guideline	HHS 3- person Guideline	HHS 4- person Guideline	HHS 5- person Guideline	HHS 6- person Guideline	HHS 7- person Guideline	HHS 8- person Guideline
Contiguous United States	\$15,650	\$21,150	\$26,650	\$32,150	\$37,650	\$43,150	\$48,650	\$54,150

3. If the poverty guideline is higher, that value is chosen.

Poverty Guideline Adjusted Extremely Low-Income Limits								
Table (c)								
Maximum of Table (a) and Table (b)								
Area	1-person	2-person	3-person	4-person	5-person	6-person	7-person	8-person
Fresno, CA HUD Metro FMR Area	\$19,750	\$22,550	\$26,650	\$32,150	\$37,650	\$43,150	\$48,650	\$54,150

Exhibit G

4. The poverty guideline adjusted Extremely Low Income Limits are checked to ensure they are not greater than the Very Low Income Limits (50% Income Limits).

Very Low (50%) Income Limits								
Table (d)								
Area	1-person	2-person	3-person	4-person	5-person	6-person	7-person	8-person
Fresno, CA HUD Metro FMR Area	\$32,900	\$37,600	\$42,300	\$46,950	\$50,750	\$54,500	\$58,250	\$62,000
Final Extremely Low-Income Limits								
Minimum of Table (c) and Table (d)								
Area	1-person	2-person	3-person	4-person	5-person	6-person	7-person	8-person
Fresno, CA HUD Metro FMR Area	\$19,750	\$22,550	\$26,650	\$32,150	\$37,650	\$43,150	\$48,650	\$54,150