

**AMENDMENT NO. 3 TO AGREEMENT**

THIS AMENDMENT No. 3, hereinafter referred to as Amendment, is made and entered into this 23rd day of May, 2023, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **Turning Point of Central California**, a California Non-Profit Corporation, whose address is P.O. Box 7447, Visalia, CA 93290-7447, hereinafter referred to as "SUBRECIPIENT."

**RECITALS:**

A. The parties entered into that certain Agreement, identified as COUNTY Agreement No. 19-257, effective June 4, 2019, COUNTY's Amendment No. 1, identified as Agreement No. 19-257-1, effective May 11, 2021 ("Amendment No. 1"), and COUNTY's Amendment No. 2, identified as COUNTY Agreement No. 22-294, effective June 21, 2022 ("Amendment No. 2"), hereinafter referred to collectively as COUNTY's Agreement No. 22-294, for homeless services for COUNTY's Department of Social Services (DSS); and

B. COUNTY issued Request for Proposal (RFP) No. 19-053 for triage center emergency shelter services within the County of Fresno and County of Madera; and

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

D. The COUNTY, continues to have a significant population of homeless individuals in need of services; and

E. Both parties now desire to amend Agreement No. 22-294 regarding changes as stated below.

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

1. That the existing County Agreement No. 19-257, Page One (1), Section One (1) beginning with Line Eighteen (18), with the number "1" and ending on page Two (2), Line Twenty-Eight (28) with the word "DSS", as amended by Amendment No. 1, Page Two (2), Line One (1), beginning with the number "1" and ending on page Four (4), Line One (1) with the word "place", as amended by Amendment No. 2, Page One (1), Line Twenty-Three (23), beginning with the number "1" and ending on page Three (3), Line Three (3), with the word "Agreement", be deleted and the following inserted into its place:

1           **"1. OBLIGATIONS**

2           A.       SUBRECIPIENT shall perform all services set forth in Revised Exhibit A-3,  
3 Summary of Services, attached hereto and by this reference incorporated herein.

4           B.       SUBRECIPIENT shall provide services pursuant to the staffing pattern and  
5 program expense detailed in Revised Exhibit B-3, Budget, attached hereto and by this reference  
6 incorporated herein.

7           C.       SUBRECIPIENT shall maintain membership in the Fresno Madera Continuum  
8 of Care (FMCoC) and participate in Coordinated Entry throughout the term of this Agreement, as  
9 described in Revised Exhibit A-3. If, for any reason, this status is not maintained, the COUNTY may  
10 terminate this Agreement pursuant to Section (3) of this Agreement.

11          D.       COUNTY, as the Administrative Entity for HEAP grant funds awarded to the  
12 FMCoC, has entered into an agreement with the State of California (Agreement No. 18-HEAP-0027), a  
13 copy of which is attached hereto as Exhibit C and is incorporated herein by this reference. Services  
14 provided by SUBRECIPIENT under this Agreement shall be funded in part with HEAP funding and,  
15 therefore, SUBRECIPIENT shall be aware of, agree to, and comply with all State requirements  
16 governing the use of HEAP funds; and all conditions in Exhibit C. Failure to comply with these  
17 requirements and conditions may result in termination of this Agreement pursuant to Section Three (3)  
18 of this Agreement. Required conditions include, but are not limited to:

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

1 E. COUNTY has entered into two agreements, for HHAP grant funds awarded to  
2 COUNTY, with the State of California (Agreement No. 20-HHAP-00096 and No. 21-HHAP-00063), copies  
3 of which are attached hereto as Exhibit D and Revised Exhibit F and are incorporated herein by this  
4 reference. Services provided by SUBRECIPIENT under this Agreement shall be funded in part with HHAP  
5 funding allocated to the COUNTY and, therefore, SUBRECIPIENT shall be aware of, agree to, and comply  
6 with all State requirements governing the use of HHAP funds; and all conditions in Exhibit D and Revised  
7 Exhibit F. Failure to comply with these requirements and conditions may result in termination of this  
8 Agreement pursuant to Section Three (3) of this Agreement.

9 F. COUNTY, as the Administrative Entity for HHAP grant funds awarded to the  
10 FMCoC, has entered into two agreements with the State of California (Agreement No. 20-HHAP-00097 and  
11 No. 21-HHAP-00064), copies of which are attached hereto as Exhibit E and Exhibit G and are incorporated  
12 herein by this reference. Services provided by SUBRECIPIENT under this Agreement shall be funded with  
13 HHAP funding and, therefore, SUBRECIPIENT shall be aware of, agree to, and comply with all State  
14 requirements governing these of HHAP funds; and all conditions in Exhibit E and Exhibit G. Failure to  
15 comply with these requirements and conditions may result in termination of this Agreement pursuant to  
16 Section Three (3) of this Agreement.

17 G. COUNTY, as the Administrative Entity for HHAP grant funds awarded to COUNTY  
18 and the FMCoC as a joint applicant, has entered into an agreement with the State of California (Agreement  
19 No. 22-HHAP-10015), a copy of which is attached as Exhibit I and is incorporated herein by this reference.  
20 Services provided by SUBRECIPIENT under this Agreement shall be funded, in part, with HHAP funding  
21 allocated to the COUNTY and the FMCoC, and therefore, SUBRECIPIENT shall be aware of, agree to, and  
22 comply with all applicable State requirements governing the use of HHAP funds; and all conditions in  
23 Exhibit I. 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 2. That the existing COUNTY Agreement No. 19-257, Page Three (3), Section Two (2)  
26 beginning on Line One (1) with the number “2” and ending on Page Three (3), Line Two (2) with the year  
27 “2021”, as amended by Amendment No. 1, Page Four (4), Line Two (2), beginning with the number “2” and  
28 ending on Page Four (4), Line Four (4) with the year “2022”, as amended by Amendment No. 2, Page

Three (3), Line Eight (8), beginning with the number “2” and ending on Page Three (3), Line Nine (9) with the year “2023”, be deleted and the following inserted into its place:

**“2. TERM**

This Agreement shall be effective on the 4<sup>th</sup> day of June 2019 through and including June 30, 2024.”

3. That the existing COUNTY Agreement No. 19-257, Page Three (3), Section Four (4) beginning on Line Twenty-Four (24), with the number “4” and ending on Page Four (4), Line Twenty-Two (21) with the word “Agreement”, as amended by Amendment No. 1, Page Four (4), Line Eight (8), beginning with the number “4” and ending on Page Five (5), Line Ten (10) with the word “Agreement”, as amended by Amendment No. 2, Page Three (3), Fourteen (14), beginning with the number “4” and ending on Page Four (4), Line Seventeen (17) with the word “Agreement”, be deleted and the following inserted into its place:

**“4. COMPENSATION**

For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to pay SUBRECIPIENT and SUBRECIPIENT agrees to receive compensation in accordance with Revised Exhibit B-3, Budget Summary. Mandated travel shall be reimbursed based on actual expenditures and mileage reimbursement shall be at SUBRECIPIENT’S adopted rate per mile, not to exceed the IRS published rate.

In no event shall the cumulative total of this Agreement exceed Four Million, Five Hundred Forty-Two Thousand, Fifty-Eight and No/100 Dollars (\$4,542,058). For the period of June 04, 2019, through June 30, 2021, in no event shall actual services performed under this Agreement exceed One Million, Five Hundred Seventy-Six Thousand, Three Hundred Fifty-Seven and No/100 Dollars (\$1,576,357). For the period of July 01, 2021, through June 20, 2022, in no event shall actual services performed under this Agreement be in excess of Eight Hundred Fifty-Three Thousand, Six Hundred Seventy-One and No/100 Dollars (\$853,671). For the period of June 21, 2022, through July 31, 2023, in no event shall actual services performed under this Agreement be in excess of One Million, Nineteen Thousand, Five Hundred Ten and No/ 100 Dollars (\$1,019,510). For the period of July 01, 2023, through June 30, 2024, in no event shall actual services performed under this Agreement be in excess of One Million, Ninety-Two Thousand, Five



1 Hundred Nineteen and 59/100 Dollars (\$1,092,519.59). Payments by COUNTY shall be in arrears, for  
2 services provided during the preceding month, within forty-five days after receipt, verification, and approval  
3 of SUBRECIPIENT's invoices by COUNTY.

4 The SUBRECIPIENT is solely responsible for all of its costs and expenses that are not specified as  
5 payable by the County under this Agreement. If SUBRECIPIENT should fail to comply with any provision of  
6 the Agreement, COUNTY shall be relieved of its obligation for further compensation. Any compensation  
7 which is not expended by SUBRECIPIENT pursuant to the terms and conditions of this Agreement shall  
8 automatically revert to COUNTY.

9 SUBRECIPIENT acknowledges that COUNTY is a local government entity and does so with notice  
10 that the COUNTY's powers are limited by the California Constitution and by State law, and with notice that  
11 SUBRECIPIENT may receive compensation under this Agreement only for services performed according to  
12 the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount  
13 payable under this section. SUBRECIPIENT further acknowledges that COUNTY's employees have no  
14 authority to pay SUBRECIPIENT except as expressly provided in this Agreement.

15 The services provided by the SUBRECIPIENT under this Agreement are funded in whole or in part  
16 by the State of California and the United States Federal government. In the event that funding for these  
17 services is delayed by the State Controller or the Federal government, COUNTY may defer payment to  
18 SUBRECIPIENT. The amount of the deferred payment shall not exceed the amount of funding delayed to  
19 the COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of time of the  
20 State Controller's or Federal government's delay of payment to COUNTY plus forty-five (45) days."

21 4. That all references in existing COUNTY Agreement No. 22-294 to Revised Exhibit A-2 shall  
22 be changed to read "Revised Exhibit A-3," which is attached hereto and incorporated herein by this  
23 reference.

24 5. That all references in existing COUNTY Agreement No. 22-294 to Revised Exhibit B-2 shall  
25 be changed to read "Revised Exhibit B-3," which is attached hereto and incorporated herein by this  
26 reference.

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1           6.       That all references in existing COUNTY Agreement No. 22-294 to Exhibit F (Self-Dealing  
2 Transaction Disclosure Form) shall be changed to read "Exhibit G", which is attached hereto and  
3 incorporated herein by this reference.

4           7.       That all references in existing COUNTY Agreement No. 22-294 to Exhibit G (Thirty Percent  
5 Income Limits) shall be changed to read "Exhibit H", which is attached hereto and incorporated herein by  
6 this reference.

7           8.       When both parties have signed this Amendment No. 3, the Agreement, Amendment No. 1,  
8 Amendment No. 2 and this Amendment No. 3 together constitute the Agreement.

9           9.       The SUBRECIPIENT represents and warrants to the COUNTY that:

10                   a.       The SUBRECIPIENT is duly authorized and empowered to sign and perform  
11 its obligations under this amendment.

12                   b.       The individual signing this Amendment on behalf of the SUBRECIPIENT is  
13 duly authorized to do so and his or her signature on this Amendment legally binds the SUBRECIPIENT to  
14 the terms of this Amendment.

15           10.      The parties agree that this Amendment may be executed by electronic signature as  
16 provided in this section.

17                   a.       An "electronic signature" means any symbol or process intended by an  
18 individual signing this Amendment No. 3 to represent their signature, including but not limited to (1) a  
19 digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned  
20 and transmitted (for example by PDF document) of a handwritten signature.

21                   b.       Each electronic signature affixed or attached to this Amendment No. 3 (1)  
22 is deemed equivalent to a valid original handwritten signature of the person signing this Amendment No.  
23 3 for all purposes, including but not limited to evidentiary proof in any administrative or judicial  
24 proceeding, and (2) has the same force and effect as the valid original handwritten signature of that  
25 person.

26                   c.       The provisions of this section satisfy the requirements of Civil Code  
27 section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2,  
28 Title 2.5, beginning with Section 1633.1).

1                   d.       Each party using a digital signature represents that it has undertaken and  
2 satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through  
3 (5), and agree that each other party may rely upon that representation.

4                   e.       This Amendment No. 3 is not conditioned upon the parties conducting the  
5 transactions under it by electronic means and either party may sign this Agreement with an original  
6 handwritten signature.

7           11.       COUNTY and SUBRECIPIENT agree that this Amendment No. 3 is sufficient to amend  
8 Agreement No. 22-294 and, that upon execution of this Amendment No. 3, the original Agreement,  
9 Amendment No. 1, Amendment No. 2, and this Amendment No. 3, shall together be considered the  
10 Agreement.

11           The Agreement as previously amended and as amended by this Amendment No. 3 is ratified  
12 and continued. All provisions of the Agreement as previously amended and not amended by this  
13 Amendment No. 3 remain in full force and effect.

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1 The parties are executing this Amendment No. 3 to Agreement 19-257 on the date stated in the  
2 introductory clause.

3 **SUBRECIPIENT:**  
4 **Turning Point of Central California**

**COUNTY OF FRESNO**

5 By: *RB*  
Print Name (May 1, 2021 09:28 PDT)

6 Print Name: Ryan Banks

7 Title: CEO - Elect

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

*Sal Quintero*  
Sal Quintero, Chairman of the  
Board of Supervisors of the County of Fresno

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

13 By: *Will Goodall*

14 Print Name: William Goodall

15 Title: CFO

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

By: *Hananeh Deputy*

19 Mailing Address:

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

23 Fund/Subclass: 0001/10000  
24 ORG No.: 56107114  
25 Account No.: 7870/0

26  
27 SB: jv  
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## SUMMARY OF SERVICES

ORGANIZATION: Turning Point of Central California, Inc. (TPOCC)

ADDRESS: P.O. Box 7447, Visalia, CA 93290-7447

SERVICE ADDRESS: 2904 E. Belgravia, Fresno, CA 93721

TELEPHONE: (559) 732-8086

CONTACT: Jody Ketcheside, Deputy Regional Director

EMAIL: [jketcheside@tpocc.org](mailto:jketcheside@tpocc.org)

CONTRACT: Triage Center Emergency Shelter Services

CONTRACT PERIODS: June 4, 2019 to June 30, 2021  
 July 1, 2021 to June 20, 2022  
 June 21, 2022 to June 30, 2023  
 July 1, 2023 to June 30, 2024

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## SUMMARY OF SERVICES

TPOCC shall provide Triage Center Emergency Shelter services, including 24-hour emergency shelter that offers low-barrier access to dormitory accommodations with on-site, housing-focused services including diversion pre-screening, case management, housing search and placement, connection to community resources, and stabilization of health issues. TPOCC will provide thirty (30) emergency shelter beds to homeless individuals. The Triage Center is intended to provide a safe, supportive environment where residents will be provided with wraparound services to attain permanent housing by rebuilding their support network and addressing the issues that led to the episode of homelessness.

## STAFFING

Triage Emergency Shelter staffing provided by TPOCC must meet the minimum staffing levels outlined in the Budget Summary (Revised Exhibit B-2) of this agreement. Staffing levels may be adjusted beyond the minimum requirement to meet client needs provided those adjustments are approved by the Department of Social Services Director or designee and supported by the available budget.

**Case Manager:** Case managers will be responsible for creating a supportive service and housing plan for every client, linking clients to supportive services, and implementing the established housing plan. Case manager will also assist clients in collecting basic documentation such as birth certificates, identification cards and social security cards.

**Access Coordinator:** Access Coordinators will prescreen all those presenting at the Triage Center. During the initial screening process the Access Coordinator will practice diversion. Once diversion is exhausted or inappropriate, the Access Coordinator will link the client to the Triage Center emergency shelter services. If shelter is unavailable at the Turning Point Triage Center,

the client will be linked to available shelter elsewhere. Access Coordinators will also address emergency needs such as mental health or medical needs.

**Triage Center Program Director:** The Triage Center Program Director is responsible for the overall operations of the Triage Center. The Triage Center Program Director will directly supervise Case Managers, Access Coordinators, and Monitors, create schedules, and provide additional coverage if necessary. The Triage Center Program Director will set goals for the Triage Center program and staff and will ensure that those goals are met.

**Cook:** Cooks will grocery shop, prepare meals, develop menus based on a balanced and healthy diet, keep inventory of supplies, and keep the snack pantry fully stocked.

**Monitor:** Monitors will oversee general operations during their shift, provide guests with basic needs (hygiene supplies, meals, clothing, bedding, assistance with laundry), provide crisis de-escalation, respond to emergency situations, and conduct intakes. Turning Point will ensure that there are two Monitors on shift at all times, with some exceptions during overnight shifts.

## **TARGET POPULATION**

The target population of Triage Center Emergency Shelter services is individuals or families that are experiencing homelessness or are at imminent risk of homelessness, as defined by 24 CFR 576.2, in Fresno and Madera Counties.

## **TRIAGE CENTER EMERGENCY SHELTER SERVICES**

1. **Emergency Shelter:** Operate 30 emergency shelter beds for individuals and families experiencing homelessness in Fresno and Madera Counties. Basic shelter services provided will include meals. The maximum length of stay will be 90 days, subject to exceptions for documented situations.
2. **Case Management:** Provide intensive case management services that focus on helping participants develop a housing plan and overcome barriers to attaining permanent housing. Participants that have been connected to a permanent housing intervention may be referred to a Bridge Housing program while the permanent housing unit becomes available. Once a participant has been placed in a Bridge Housing program or has exited to a Rapid Rehousing program with case management services, responsibility for navigation and case management for the participant will be assumed by the new program. If placed in a Bridge Housing program with no case management, the participant should be connected with Navigation services or other housing support services.
3. **Housing Search and Placement:** Provide services and activities necessary to assist program participants in locating, obtaining, and retaining safe permanent housing.
4. **Prescreen** all those presenting at the Triage Center. During the initial screening process, the access coordinator will practice diversion. If a good candidate for diversion, refer immediately to diversion program. Once diversion is exhausted or determined inappropriate, link the client to the Triage Center emergency shelter services. If shelter is unavailable at TPOCC Triage Center, link the client to available shelter elsewhere.
5. **Stabilizing Health Intervention:** Provide services for stabilization of participant health issues, including substance use and mental health disorders.

## CONTRACTOR RESPONSIBILITIES

- TPOCC shall provide annual Civil Rights and Privacy and Security trainings to staff at the beginning of every calendar year and provide relevant verification of both trainings to the County of Fresno by April 1.
- All services provided must be in compliance or otherwise aligned with the core components of Housing First, pursuant to California Welfare and Institutions Code section 8255, subdivision (b).
- Adhere to all ESG Regulations including but not limited to 24 CFR 576 and CCR Title 25, Division 1, Chapter 7, Subchapter 20.
- Adhere to a low-barrier shelter policy. Shelter beds must be open to all who desire the service regardless of sexual orientation, marital status, or gender identification. Guests must be allowed to enter shelter with their partners, possessions, and pets.
- Register all guests and require them to sign a participation agreement that outlines program policies and their agreement to services provided by the Triage Center.
- Allow for 24-hour guest access and not exclude people because of intoxication or mental illness.
- Allow one pet per guest onsite. TPOCC will make efforts to find foster care for any additional pets that belong to the guest.
- Maintain membership in the Fresno Madera Continuum of Care (FMCoC) and participate in the Coordinated Entry System (CES)
- Accept self-referrals, FMCoC CES referrals and, where appropriate, law enforcement referrals.
- The Triage Center will be a Coordinated Entry assessment site, that conducts homeless services pre-screenings using the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) or other FMCoC designated Assessment tool.
- In the event the number of referrals exceeds the number of available beds, TPOCC will prioritize referrals using the following criteria: VI-SPDAT score, length of homelessness, medical conditions, and any other relevant factors.
- The Triage Center must be staffed 24 hours a day, 7 days a week.
- Maintain a minimum staff-to-client ratio of 1:20 during daytime hours.
- Provide on-site office space for Diversion program staff.
- Enter guest information into the Homeless Management Information System (HMIS) in compliance with HEAP and HUD data collection, management, and reporting standards. Client HMIS data must be made available for the California Business, Consumer Services and Housing Agency statewide data system or warehouse.
- Adhere to a “Good Neighbor” policy, whereby TPOCC will secure and maintain the perimeter of the Triage Center facility, keeping clear of any nuisances and code violations.
- Provide guests with a voluntary survey to complete upon discharge from the program. The program will consider all feedback and enhance the program based on guest feedback.
- In the event a household is matched or actively participating in their housing plan, but requires additional time, due to extenuating circumstances, TPOCC shall obtain approval from the County DSS to extend the household’s stay beyond 90 days.

## PERFORMANCE OUTCOMES

TPOCC shall provide complete and accurate monthly activity reports to the County of Fresno, in a report format approved by the County by the 10th of each month.

TPOCC shall meet the following outcomes:

From July 4, 2019 to June 20, 2022:

- A minimum of 85% bed utilization as measured by HMIS on the last Wednesday of the month, quarterly, beginning in July 2019.
- Provide Triage Center emergency shelter services to a minimum of 100 unduplicated participants annually.
- A minimum of 70% of participants will be connected to a safe exit from the program, meaning one of the following destinations: rental with or without subsidy, permanent shared-living arrangement with family or friends, Bridge Housing or other emergency housing programs, drug treatment facility, or psychiatric treatment facility.
- 30% of participants will transition directly to permanent housing from the Triage Center.
- 40% of participants will transition to Bridge Housing.
- 60% of participants will attain a safe exit from the program within 90 days.

From June 21, 2022 to June 30, 2024:

- A quarterly minimum of 85% bed utilization as measured by HMIS on the last Wednesday of the month.
- Provide Triage Center emergency shelter services to a minimum of 100 unduplicated participants annually.
- A minimum of 70% of participants will be connected to a safe exit from the program, meaning one of the following destinations: rental with or without subsidy, permanent shared-living arrangement with family or friends, Bridge Housing or other emergency housing programs, drug treatment facility, or psychiatric treatment facility.
- 30% of participants will transition directly to permanent housing from the Triage Center.
- 80% of all eligible participants will have a match form submitted to the Housing Matcher within 45 days of their stay at The Welcome Center.
- 60% of participants will attain a safe exit from the program within 90 days.



**BUDGET SUMMARY**

ORGANIZATION: Turning Point of Central California, Inc.  
 SERVICES: Triage Center Emergency Shelter  
 CONTRACT TERM: June 4, 2019 through June 30, 2021 (25 Months)  
 TWENTY FIVE-MONTH BUDGET: \$1,576,357

**Contract Budget**

<b>Budget Category</b>	<b>Amount</b>
<b>Personnel</b>	
Salaries	
1 FTE Program Coordinator	
1 FTE Caseworker	
1.3 FTE Cooks	
6.3 FTE Monitors	
Payroll Taxes	
Benefits	
	<b>Subtotal   \$ 911,868</b>
<b>Services and Supplies</b>	
Client Meals	
Client Personal Supplies	
Shelter Furniture	
Insurance	
Communication	
Office Expenses	
Equipment	
Travel Costs	
Program Supplies	
Fiscal & Audits	
Training	
	<b>Subtotal   \$ 312,978</b>
<b>Facility Costs</b>	
Rent	
Utilities	
Maintenance	
Security	
Landscaping	
Minor Facility Improvements	
	<b>Subtotal   \$ 208,206</b>
<b>Indirect Costs (10% Maximum)</b>	
Indirect Costs	
	<b>Subtotal   \$ 143,305</b>
	<b>Total   \$ 1,576,357</b>

**BUDGET SUMMARY**

ORGANIZATION: Turning Point of Central California, Inc.  
 SERVICES: Triage Center Emergency Shelter  
 CONTRACT TERM: July 1, 2021 through June 20, 2022 (11 Months)  
 ELEVEN-MONTH BUDGET: \$853,671

**Contract Budget**

<b>Budget Category</b>	<b>Amount</b>
Personnel	
Salaries	
3.0 FTE Case Manager	
2.0 FTE Access Coordinator	
1.0 FTE Triage Center Program Director	
1.3 FTE Cook	
6.3 FTE Monitor	
Payroll Taxes	
Benefits	
	<b>Subtotal   \$ 540,980</b>
<b>Services and Supplies</b>	
Client Meals	
Client Personal Supplies	
Shelter Furniture	
Insurance	
Communication	
Office Expenses	
Equipment	
Travel Costs	
Program Supplies	
Fiscal & Audits	
Training	
	<b>Subtotal   \$ 142,251</b>
<b>Facility Costs</b>	
Rent	
Utilities	
Maintenance	
Security	
Landscaping	
Minor Facility Improvements	
	<b>Subtotal   \$ 92,834</b>
<b>Indirect Costs (10% Maximum)</b>	
Indirect Costs	
	<b>Subtotal   \$ 77,606</b>
	<b>Total   \$ 853,671</b>

**BUDGET SUMMARY**

ORGANIZATION: Turning Point of Central California, Inc.  
 SERVICES: Triage Center Emergency Shelter  
 CONTRACT TERM: June 21, 2022 through July 31, 2023 (13 Months)  
 THIRTEEN-MONTH BUDGET: \$1,019,510

**Contract Budget**

<b>Budget Category</b>	<b>Amount</b>
Personnel	
Salaries	
3.0 FTE Case Manager	
2.0 FTE Access Coordinator	
1.0 FTE Triage Center Program Director	
1.0 FTE Cook	
5.8 FTE Monitor	
Payroll Taxes	
Benefits	
	<b>Subtotal \$ 698,792</b>
<b>Services and Supplies</b>	
Client Meals	
Client Personal Supplies	
Shelter Furniture	
Insurance	
Communication	
Office Expenses	
Equipment	
Travel Costs	
Program Supplies	
Fiscal & Audits	
Training	
	<b>Subtotal \$ 135,821</b>
<b>Facility Costs</b>	
Rent	
Utilities	
Maintenance	
Security	
Landscaping	
Minor Facility Improvements	
	<b>Subtotal \$ 92,215</b>
<b>Indirect Costs (10% Maximum)</b>	
Indirect Costs	
	<b>Subtotal \$ 92,682</b>
	<b>Total \$ 1,019,510</b>

**BUDGET SUMMARY**

ORGANIZATION: Turning Point of Central California, Inc.  
 SERVICES: Triage Center Emergency Shelter  
 CONTRACT TERM: July 1, 2023 through June 30, 2024 (12 Months)  
 TWELVE-MONTH BUDGET: \$1,092,519.59

**Contract Budget**

<b>Budget Category</b>	<b>Amount</b>
<b>Personnel</b>	
Salaries	
3 FTE Case Manager	
1 FTE Access Coordinator	
1 FTE Triage Center Program Director	
.74 FTE Cook	
6.5 FTE Monitor	
.15 FTE Program Bookkeeper	
.10 FTE Maintenance Worker	
Payroll Taxes	
Benefits	
	<b>Subtotal   \$ 695,899.63</b>
<b>Services and Supplies</b>	
Client Meals	
Client Personal Supplies	
Shelter Furniture	
Insurance	
Communication	
Office Expenses	
Equipment	
Travel Costs	
Program Supplies	
Fiscal & Audits	
Training	
	<b>Subtotal   \$ 168,050</b>
<b>Facility Costs</b>	
Rent	
Utilities	
Maintenance	
Security	
Landscaping	
Minor Facility Improvements	
	<b>Subtotal   \$ 129,250</b>
<b>Indirect Costs (10% Maximum)</b>	
Indirect Costs	
	<b>Subtotal   \$ 99,319.96</b>
	<b>Total   \$ 1,092,519.59</b>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

Agreement No. 22-047

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER  
22-HHAP-10015PURCHASING 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

County of Fresno

2. The term of this Agreement is:

START DATE

9/1/2022

THROUGH END DATE

10/1/2026

3. The maximum amount of this Agreement is:

\$1,682,630.50 ( One Million Six Hundred Eighty Two Thousand Six Hundred Thirty Dollars and Fifty 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	2
Exhibit C	Homeless Coordinating and Financing Council General Terms and Conditions	8
+ - Exhibit D	Special Terms and Conditions	2
+ - Exhibit E	State of California General Terms and Conditions	1
+ - Exhibit F	Standard Agreement to Apply	5

*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

Brian Pacheco

TITLE

Chairman, County of Fresno Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

2-1-22

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

22-HHAP-10015

PURCHASING AUTHORITY NUMBER (If Applicable)

010725

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTING AGENCY ADDRESS

915 Capitol Mall, Suite 350-A

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lourdes Castro Ramírez

TITLE

Secretary

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

9-1-22

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)  
Standard Agreement  
Initial Disbursement 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 3 ("HHAP-3" or "Program") pursuant to Chapter 6 (commencing with 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 Homeless Coordinating and Financing Council ("HCFC") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP-3 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 HCFC grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This Standard Agreement/Initial Disbursement Contract for Funds along with all its exhibits ("Agreement") is entered into by the Agency 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 Standard Agreement to Apply signed and submitted by the Grantee (Exhibit F), and the requirements appearing in the statutory authority for the Program cited above.

**2) Purpose**

The general purpose of the Program is to continue to build on regional coordination developed through previous rounds of funding of the Homelessness Emergency Aid Program (Chapter 5 (commencing with Section 50210)), the program established under this chapter, and COVID-19 funding to reduce homelessness. 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.
- 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

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to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness in their planning efforts.

- 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.

In accordance with the authority cited above, a Standard Agreement to Apply was submitted by the Grantee for the initial disbursement of HHAP-3 funds to be allocated to the Grantee pursuant to Health and Safety Code 50220.7(a)(4)(A).

**3) Definitions**

**The following HHAP-3 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, or county.
- 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.
- f) “Council” means 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.

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**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 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the agency by the date by which HUD’s certification of the 2019 homeless point-in-time count is finalized. The agency shall review and approve or deny a request described in the previous sentence along with a jurisdiction’s application for homeless funding.

**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 agency 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-3 program:**

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-3 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-3 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 (HSC) section 50218.6, subdivision (e), and section 50220.7, subdivisions (a)(4)-(5) & (f), and any other applicable laws.

By accepting these funds, the Grantee acknowledges that this initial disbursement of funds is a portion of their total allocation under the HHAP-3 Program, to be used solely for the purposes outlined below, and that in order to receive the remaining balance of its HHAP-3 program allocation, an applicant shall submit an application to the council by June 30, 2022, that includes a local homelessness action plan and specific outcome goals in accordance with the requirements laid out in HSC § 50220.7(b).

The Grantee may expend this initial disbursement of funds to complete the local homelessness action plan, required by HSC § 50220.7(b)(3)(A), including paying for any technical assistance or contracted entities to support the completion of the homelessness action plan.

For funds not spent on the Grantee's homelessness action plan, priority for these initial funds shall be for systems improvement, including, but not limited to, all of the following:

- A)** Capacity building and workforce development for service providers within the jurisdiction, including removing barriers to contracting with culturally specific service providers and building capacity of providers to administer culturally specific services.
- B)** Funding existing evidence-based programs serving people experiencing homelessness.
- C)** Investing in data systems to meet reporting requirements or strengthen the recipient's Homeless Management Information System.
- D)** Improving homeless point-in-time counts.
- E)** Improving coordinated entry systems to eliminate racial bias or to create a youth-specific coordinated entry system.

For any remaining funds not spent on the Grantee's homelessness action plan or systems improvement, the Grantee shall expend funds on existing 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.
- 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.

  
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- h) New navigation centers and emergency 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-3 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 funding use requirements described above, the Grantee's expenditure of its entire HHAP-3 allocation must also comply with the following:

- 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) Agency Contract Coordinator**

The Agency'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 Agency 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.

  
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The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	County of Fresno
SECTION/UNIT:	Homeless Coordinating and Financing Council (HCFC)	
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA, 95814	P.O. Box 1912 Fresno, CA 93718
CONTRACT COORDINATOR	Victor Duron	Laura Moreno
PHONE NUMBER:	(916) 510-9442	(559) 600-2335
EMAIL ADDRESS:	Victor.Duron@bcsh.ca.gov	lhaga@fresnocountyca.gov

All requests to update the Grantee information listed within this Agreement shall be emailed to the HHAP Program's general email box at [hhap@bcsh.ca.gov](mailto:hhap@bcsh.ca.gov). The Council 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 the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.
- b) This Agreement shall terminate on October 1, 2026, or upon delivery of the HHAP-3 final report required by HSC § 50223(b), whichever is sooner.
- c) Grantee shall submit an application for the remainder of their HHAP-3 allocation by June 30, 2022 in compliance with HSC § 50220.7(b).
- d) Grantee shall report on the activities funded pursuant this Agreement in the first expenditure report submitted to the Council after disbursement of the remaining funds, as required by HSC §§ 50221 and 50223.
- e) Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP-3 funds by May 31, 2024. If less than 50 percent is obligated after May 31, 2024, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:



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- i) On or before June 30, 2024, the Grantee submits an alternative disbursement plan to HCFC that includes an explanation for the delay.
  - ii) HCFC approves the alternative disbursement plan or provides the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.
  - iii) If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2024, the funds shall be returned to the HCFC to be allocated as bonus awards.
- f) Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2024. Any funds that are not contractually obligated by this date shall be reverted to the Continuum of Care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP-3 funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority. Counties not obligating their full program allocation by May 31, 2024 are required to notify HCFC, on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2024, the county shall provide HCFC with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.
- g) Grantees that do not meet the expenditure deadlines in HSC § 50220.7(k) shall not be eligible for bonus funding.
- h) HHAP-3 funds shall be expended by June 30, 2026
- i) In accordance with Health and Safety Code section 50220.5, subdivision (l), HCFC 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.
- j) Any funds not expended by June 30, 2026 shall be available for round 4 of the program pursuant to HSC § 50218.7.

**7) Special Conditions**

Agency 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 3 (HHAP-3)  
Standard Agreement**

**EXHIBIT B**

**BUDGET DETAIL and DISBURSEMENT PROVISIONS**

**1) Budget Detail & Changes**

The Grantee agrees that HHAP-3 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 this initial disbursement of HHAP-3 funds on eligible activities as detailed in Health and Safety Code Section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

**2) General Conditions Prior to Disbursement**

All Grantees must submit the following forms prior to HHAP-3 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**

HHAP-3 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Agency, 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. This initial disbursement of HHAP-3 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. Grantee agrees that in order to receive the remaining balance of the allocation awarded to them pursuant HSC § 50218.6(a)(1), Grantee must submit an application that meets the requirements of HSC § 50220.7(b) and this application must be approved by HCFC prior to a second disbursement of funds. Additionally, Grantee will be required to enter into a separate Standard Agreement in order to receive their remaining allocation.

  
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**4) Expenditure of Funds**

This initial disbursement of HHAP-3 funds must be spent in accordance with HSC sections 50218.6(e) and 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f), as described in Exhibit A, Section 4 "Scope of Work".

**5) Ineligible Costs**

HHAP-3 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 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

HCFC 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-3 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Agency.

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 Agency by the Grantee.

HCFC, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-3 fund expenditures.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

Reimbursements are not permitted in HHAP-3 for any expenditures prior to the date of execution of this Agreement.

  
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**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)  
Standard Agreement**

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

**1) Termination and Sufficiency of Funds**

**a) Termination of Agreement**

Agency 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 Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Grantee shall be returned to Agency within 30 days of Agency's notice of termination.

**b) Sufficiency of Funds**

This Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other 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 HCFC and a formal amendment to this Agreement to affect such subcontract or novation.

**3) Grantee's Application for Funds**

Pursuant to HSC § 50220.7(a)(1), Grantee is required to submit to HCFC an application for the remainder of their HHAP-3 allocation to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges.

  
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**4) Reporting/Audits**

**a) Reporting Requirements**

- i) Activities funded under this Agreement shall be reported on in the first expenditure report submitted to HCFC following the disbursement of the remaining funds. If the Grantee fails to provide such documentation, HCFC may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.
- ii) Grantee is also required to comply with the reporting requirements in HSC § 50221 and 50223, as applicable

**b) Auditing**

Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-3 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 Agency of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Agency to the independent auditor's working papers.
- 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 Agency for each audit finding within 90 days from the date of the audit finding report.

**5) Inspection and Retention of Records**

**a) Record Inspection**

HCFC 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 HCFC, or its designee, with any relevant information requested. The Grantee agrees to give HCFC 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-3 program guidance document published on the website, and this Agreement.

  
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In accordance with Health and Safety Code section 50220.7, subdivision (m), if upon inspection of records HCFC identifies noncompliance with grant requirements. HCFC 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.

**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-3 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 Agency in law or equity for breach of this Agreement, Agency may:

- i) Bar the Grantee from applying for future HHAP funds;
- ii) Revoke any other existing HHAP-3 award(s) to the Grantee;
- iii) Require the return of any unexpended HHAP-3 funds disbursed under this Agreement;
- iv) Require repayment of HHAP-3 funds disbursed and expended under this Agreement;
- v) Require the immediate return to Agency of all funds derived from the use of HHAP-3 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-3 requirements.

- c) All remedies available to Agency are cumulative and not exclusive.

  
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- d) Agency 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 Agency 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 Agency 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.

**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, 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, § 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).

  
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- 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:

- 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 Agency 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-3 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-3 program, the Grantee, its subrecipients, and all eligible activities.

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 HCFC 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) HCFC 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 Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- b) The Grantee shall notify HCFC immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.



**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)  
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-3 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-3 funds, must be used for HHAP-3-eligible activities and reported on as required by Agency.
- 2) Per Health and Safety Code Section 50220.7 (g), any housing-related activities funded with HHAP-3 funds, including but not limited to emergency shelter (per HSC § 50220.7(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-3 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-3-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-3 funding (e.g., by creating appropriate HHAP-3-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. 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 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

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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 HCFC or by a contracted technical assistance provider acting on behalf of HCFC and report to HCFC 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 Section 50222 (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCFC, 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 3 (HHAP-3)**

**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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**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)**

**Standard Agreement**

**EXHIBIT F**

**STANDARD AGREEMENT TO APPLY**

  
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Business, Consumer Services and Housing Agency  
Gavin Newsom, Governor | Lourdes M. Castro Ramírez, Secretary

CALIFORNIA  
HOMELESS COORDINATING  
AND FINANCING COUNCIL

Fresno County

22-HHAP-10015

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Agreement No. 21-409

## Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3) Standard Agreement to Apply

HHAP-3 funding is provided pursuant to Health & Safety Code 50220.7(a) and requires all eligible applicants to submit this Standard Agreement to Apply no later than **5:00pm on October 15, 2021**. In this agreement, applicants must indicate whether they intend to apply for HHAP-3 funding jointly with an overlapping jurisdiction or apply as an individual entity. For any eligible applicant who does not submit an agreement by the deadline, HCFC may choose to re-allocate the applicant's allocation to an overlapping jurisdiction<sup>1</sup>.

Eligible applicants applying jointly with an overlapping jurisdiction will designate **one** of the jointly applying jurisdictions as the Administrative Entity which will enter into contract with the HCFC to administer the combined allocations of the joint applicants. Applicants may only apply jointly with a Continuum of Care (CoC), large city, or county that serves an overlapping region. The Administrative Entity is required to submit a binding resolution or agreement that designates a single Administrative Entity for the combined allocations and an explanation of how the jointly applying applicants will administer the funds allocated to them pursuant to this section. This binding resolution or agreement must be signed by the authorized representatives of all applicants and must be submitted with the signed HHAP-3 Initial Disbursement Contract for Funding, separate from the Standard Agreement to Apply.

By submitting this form, you agree to participate in the HHAP-3 application process as indicated below and comply with all requirements as set forth in Health and Safety Code 50220.7.

### APPLICATION SUBMISSION INFORMATION

#### ALL APPLICANTS:

##### Eligible Applicant Jurisdiction

☐ Large City: \_\_\_\_\_ ☒ County: County of Fresno

☐ Continuum of Care: \_\_\_\_\_ CoC Number: \_\_\_\_\_

Administrative Entity: County of Fresno

Contact Person: Laura Moreno

Title: Program Manager

Contact Phone Number: 559-600-2335

Contact Email Address: lhaga@fresnocountyca.gov

##### Individual or Joint Application Designation:

☐ \_\_\_\_\_ will submit an **individual** application for HHAP-3 funding

☒ County of Fresno will submit a **joint** application for HHAP-3 funding with the following overlapping jurisdiction(s):

<sup>1</sup> For the purposes of the HHAP program, overlapping jurisdictions are eligible applicants that are located within the same geographic area as the local CoC.

Fresno County  
22-HHAP-10015

Jurisdiction Name	Applicant Type (County, CoC, or City)
Fresno Madera Continuum of Care	CoC

**JOINT APPLICANTS ONLY:****Fund Disbursement/Contract Execution**

The jointly applying jurisdictions designate the following jurisdiction as the **Administrative Entity** of the total combined allocations and acknowledge that the Administrative Entity will enter into legal agreement with HCFC and receive any disbursements for which the jointly applying jurisdictions may be deemed eligible.

**Administrative Entity:**

☐ CoC ☐ Large City ☒ County

Name of Applicant: County of Fresno

**Joint Applicants agree to the following:**

1. Joint Applicants must designate a single Administrative Entity to receive the entire combined HHAP-3 allocations.
2. The Administrative Entity must be a CoC, large city (if applicable), or county that serves the same region.
3. The Administrative Entity receiving allocations on behalf of joint applicants shall use the funds in the jurisdiction(s) entitled to the funds or to provide regional housing or services that serve the population living in each of the jurisdiction(s) entitled to the funds.
4. The Administrative Entity is responsible for complying with all program expenditure requirements and deadlines for the total combined allocations it is administering.
5. The Administrative Entity must enter into a binding resolution or agreement with joint applicants to designate the Administrative Entity for the combined allocations which includes an explanation of how the jointly applying applicants will administer the funds allocated to them. This binding resolution or agreement must be signed by authorized representatives and will be included with the contract for funds.
6. The HHAP-3 joint application will clearly identify the intended use of all the funds from each jointly applying jurisdiction.
7. The HHAP-3 joint application will clearly describe in detail the collaboration between the jointly applying jurisdictions and an explanation of how the jointly applying jurisdictions will partner to meet their program goals.
8. The performance goals set in the HHAP-3 joint application will be used to determine the joint applicants' eligibility for future bonus funding.

### HHAP-3 APPLICATION REQUIREMENTS

#### Application Requirements – ALL APPLICANTS:

By initialing below, the eligible applicant(s) acknowledges their intent to participate in the HHAP-3 application process as follows:

SB the eligible applicant(s) will receive an Initial disbursement equaling no more than 20% (or 25% for jointly applying applicants) of their total allocation if this Agreement to Participate is submitted by 5:00pm on October 15, 2021 per HSC 50220.7(a)(4)(A)(ii).

SB Initial funds may be used to complete the local homeless action plan, as required by HSC 50220.7(b)(3)(A), including paying for any technical assistance or contracted entities to support the completion of the homelessness action plan.

SB As stated in HSC § 50220.7(a)(5), priority for initial funds, above the costs of completing the homelessness action plan, shall be for systems improvement, including, but not limited to, all of the following:

- (A) Capacity building and workforce development for service providers within the jurisdiction, including removing barriers to contracting with culturally specific service providers and building capacity of providers to administer culturally specific services.
- (B) Funding existing evidence-based programs serving people experiencing homelessness.
- (C) Investing in data systems to meet reporting requirements or strengthen the recipient's Homeless Management Information System.
- (D) Improving homeless point-in-time counts.
- (E) Improving coordinated entry systems to eliminate racial bias or to create a youth-specific coordinated entry system.

SB To receive the remaining balance of its round 3 program allocation, an applicant shall submit an application to the council by June 30, 2022, that includes a local homelessness action plan and specific outcome goals in accordance with the requirements laid out in HSC § 50220.7(b).

SB The applicant shall engage with the council on its local plan and outcome goals before submitting a complete application, per HSC § 50220.7(b)(1).

SB For city, county, and continuum of care applicants, local homelessness action plans pursuant to HSC § 50220.7(b)(3)(A) and outcome goals pursuant to HSC § 50220.7(b)(3)(C) shall be agendaized at a regular meeting of the governing body, including receiving public comment, before being submitted to the council, per HSC § 50220.7(b)(2).

SB A complete application shall conform to the requirements laid out in HSC § 50220.7(b)(3).

**FORM CONTINUES ON PAGE 4**



Fresno County  
22-HHAP-10015  
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### HHAP-3 GRANTEE AWARD DISBURSEMENT INFORMATION

#### ALL APPLICANTS:

**Instructions:** Please fill out the information below, which is needed to process your HHAP Round 3 (HHAP-3) initial award disbursement:

**Administrative Entity/Contracting Agency Name**

County of Fresno

**Administrative Entity/Contracting Agency Business Address**

P.O. Box 1912, Fresno, CA 93718

**Contract Manager Name**

Laura Moreno

**Contract Manager Email Address**

lhaga@fresnocountyca.gov

**Contract Manager Phone Number**

559-600-2335

**Award Check Mailing Address (Include "Attention to:" if applicable)**

County of Fresno

P.O. Box 24055, Fresno, CA 93779

For grantees who have previously contracted with BCSH, in order to reduce the amount of paperwork needed to process your HHAP-3 award, HCFC is offering the opportunity to use the Tax ID Form (Government Taxpayer ID Form for governmental entities or STD 204 Form for non-governmental entities) and/or Authorized Signatory Form currently on file with HCFC for HHAP-3 award disbursements. You may revoke these authorizations by submitting an updated Tax ID Form or Authorized Signatory Form to [hhap@bcsh.ca.gov](mailto:hhap@bcsh.ca.gov).

**Select one:**

- ☒ The information on the Tax ID Form used for the HHAP-2 award disbursement is accurate, and I am authorizing HCFC to use the previously submitted form for the HHAP-3 initial award disbursement
- ☐ I have included a new Tax ID Form for the initial HHAP-3 award disbursement

**Select one:**

- ☒ The information on the most recent Authorized Signatory Form on file with HCFC is accurate, and I am authorizing HCFC to use the form on file for HHAP-3
- ☐ I have included a new authorized signatory form for HHAP-3

### CERTIFICATION

I certify that the signature below is authorized to sign for all applicable documents for the HHAP-3 grant on behalf of the Eligible Applicant Jurisdiction listed above.

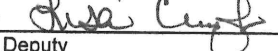
Steve Brandau, Chairman, County of Fresno Board of Supervisors

Name and Title of Authorized Representative

Signature of Authorized Representative

ATTEST:

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

By   
Deputy

October 5, 2021

Date



**FOR ACCOUNTING USE ONLY:**

**SRF Org: 1132 Homeless Services**

**Fund: 0065**

**Subclass: 17237**

**Account: 3575- State Other**

## SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"*

The definition above will be utilized for purposes of completing this disclosure form.

### INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

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

U.S. DEPARTMENT OF HUD  
STATE: CALIFORNIA

----- 2022 ADJUSTED HOME INCOME LIMITS -----

PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
<b>Bakersfield, CA MSA</b>								
30% LIMITS	16350	18700	21050	23350	25250	27100	29000	30850
VERY LOW INCOME	27300	31200	35100	38950	42100	45200	48300	51450
60% LIMITS	32760	37440	42120	46740	50520	54240	57960	61740
LOW INCOME	43650	49850	56100	62300	67300	72300	77300	82250
<b>Chico, CA MSA</b>								
30% LIMITS	16350	18700	21050	23350	25250	27100	29000	30850
VERY LOW INCOME	27300	31200	35100	38950	42100	45200	48300	51450
60% LIMITS	32760	37440	42120	46740	50520	54240	57960	61740
LOW INCOME	43650	49850	56100	62300	67300	72300	77300	82250
<b>El Centro, CA MSA</b>								
30% LIMITS	16350	18700	21050	23350	25250	27100	29000	30850
VERY LOW INCOME	27300	31200	35100	38950	42100	45200	48300	51450
60% LIMITS	32760	37440	42120	46740	50520	54240	57960	61740
LOW INCOME	43650	49850	56100	62300	67300	72300	77300	82250
<b>Fresno, CA MSA</b>								
30% LIMITS	16350	18700	21050	23350	25250	27100	29000	30850
VERY LOW INCOME	27300	31200	35100	38950	42100	45200	48300	51450
60% LIMITS	32760	37440	42120	46740	50520	54240	57960	61740
LOW INCOME	43650	49850	56100	62300	67300	72300	77300	82250
<b>Hanford-Corcoran, CA MSA</b>								
30% LIMITS	16350	18700	21050	23350	25250	27100	29000	30850
VERY LOW INCOME	27300	31200	35100	38950	42100	45200	48300	51450
60% LIMITS	32760	37440	42120	46740	50520	54240	57960	61740
LOW INCOME	43650	49850	56100	62300	67300	72300	77300	82250
<b>Los Angeles-Long Beach-Glendale, CA HUD Metro FMR Area</b>								
30% LIMITS	25050	28600	32200	35750	38650	41500	44350	47200
VERY LOW INCOME	41700	47650	53600	59550	64350	69100	73850	78650
60% LIMITS	50040	57180	64320	71460	77220	82920	88620	94380
LOW INCOME	66750	76250	85800	95300	102950	110550	118200	125800
<b>Santa Ana-Anaheim-Irvine, CA HUD Metro FMR Area</b>								
30% LIMITS	28500	32550	36600	40650	43950	47200	50450	53700
VERY LOW INCOME	47450	54200	61000	67750	73200	78600	84050	89450
60% LIMITS	56940	65040	73200	81300	87840	94320	100860	107340
LOW INCOME	75900	86750	97600	108400	117100	125750	134450	143100