

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

THIS AGREEMENT is made and entered into this 12th day of May, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **RH Community Builders**, a California Limited Partnership, whose address is 331 W. Shields Avenue, Fresno, CA 93705, hereinafter referred to as "CONTRACTOR."

**WITNESSETH:**

WHEREAS, COUNTY, through the Department of Social Services (DSS) utilizes motels to serve as temporary housing for individuals and families that are being assisted through DSS programs, including the California Work Opportunity and Responsibility to Kids (CalWORKs) Homeless Assistance Program, Adult Protective Services, and Child Welfare Services, and other programs; and

WHEREAS, COUNTY seeks to contract for motel temporary housing services for the majority of COUNTY's metro Fresno and Clovis area clients in a single centralized facility as well as for housing navigator services to work with COUNTY clients to obtain permanent housing; and

WHEREAS, CONTRACTOR was identified as the only respondent to a Letter of Interest (LOI) released by COUNTY Internal Services Department – Purchasing Division, LOI No. 20-028 Motel Temporary Housing services; and

WHEREAS, CONTRACTOR's response was deemed sufficient and CONTRACTOR represents it capable of and willing to provide said services pursuant to the terms and conditions of this Agreement.

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

**1. OBLIGATIONS**

A. CONTRACTOR shall perform all services set forth in Exhibit A, Summary of Services, attached hereto and by this reference incorporated herein.

B. CONTRACTOR shall provide services pursuant to the fee-for-service costs detailed in Exhibit B, Compensation Schedule, attached hereto and by this reference incorporated herein.

**2. TERM**

The term of this Agreement shall be for a period of three (3) years, commencing July 1,

1 2020, through and including the 30th day of June, 2023. This Agreement may be extended for two (2)  
2 additional consecutive twelve (12) month periods upon the approval of both parties no later than thirty (30)  
3 days prior to the first day of the next twelve (12) month extension period. The Director of the Department of  
4 Social Services or designee is authorized to execute such written approval on behalf of COUNTY based on  
5 CONTRACTOR's satisfactory performance.

6 **3. TERMINATION**

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

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

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

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

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

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1           **4.     COMPENSATION**

2           For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to  
3 pay CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with Exhibit B,  
4 Schedule of Fees.

5           In no event shall the cumulative total of this Agreement exceed of Ten Million and No/100  
6 Dollars (\$10,000,000). In no event shall actual services performed under this Agreement be in excess of  
7 Two Million and No/100 Dollars (\$2,000,000) for each 12 month period. Payments by COUNTY shall be  
8 in arrears, for services provided during the preceding month, within forty-five (45) days after receipt,  
9 verification and approval of CONTRACTOR's invoices by COUNTY.

10           It is understood that all expenses incidental to CONTRACTOR'S performance of services  
11 under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR should fail to comply with  
12 any provision of the Agreement, COUNTY shall be relieved of its obligation for further compensation.  
13 Any compensation which is not expended by CONTRACTOR pursuant to the terms and conditions of  
14 this Agreement shall automatically revert to COUNTY. The services provided by the CONTRACTOR  
15 under this Agreement are funded in whole or in part by the State of California. In the event that funding  
16 for these services is delayed by the State Controller, COUNTY may defer payment to CONTRACTOR.  
17 The amount of the deferred payment shall not exceed the amount of funding delayed by the State  
18 Controller to the COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of  
19 time of the State Controller's delay of payment to COUNTY plus forty-five (45) days.

20           **5.     INVOICING**

21           CONTRACTOR shall invoice COUNTY's DSS in arrears by the tenth (10<sup>th</sup>) of each month  
22 for expenditures incurred to provide services rendered in the previous month to:

23 [DSSInvoices@fresnocountyca.gov](mailto:DSSInvoices@fresnocountyca.gov). Payments by COUNTY's DSS shall be in arrears, for room nights  
24 provided during the preceding month, within forty-five (45) days after receipt, verification, and approval of  
25 CONTRACTOR's invoices by COUNTY's DSS. A monthly activity report shall accompany the invoice,  
26 reflecting services supported by the invoiced expenditures and be in a form and in such detail as  
27 acceptable to the COUNTY's DSS. All final claims for funding shall be submitted by CONTRACTOR  
28 within sixty (60) days following the final month of services.

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

9           **6.    INDEPENDENT CONTRACTOR**

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

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

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

1           **7.     MODIFICATION**

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

4           B.     Notwithstanding the above, changes to nightly room rates in Exhibit B, Compensation  
5 Schedule, may be made to align nightly room rates with those that are required by the CalWORKs  
6 Homeless Assistance statutes and regulations, with the written approval of COUNTY's DSS Director or  
7 designee and CONTRACTOR. Nightly room rate changes shall not result in any change to the maximum  
8 compensation amount payable to CONTRACTOR, as stated herein.

9           C.     CONTRACTOR hereby agrees that changes to the compensation under this  
10 Agreement may be necessitated by a reduction in funding from State and/or Federal sources.  
11 COUNTY's DSS Director or designee may modify the maximum compensation depending on State and  
12 Federal funding availability, as stated in Section Four (4) in this Agreement. CONTRACTOR further  
13 understands that this Agreement is subject to any restrictions, limitations or enactments of all legislative  
14 bodies which affect the provisions, term, or funding of this Agreement in any manner.

15           **8.     NON-ASSIGNMENT**

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

23           **9.     HOLD HARMLESS**

24           CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,  
25 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including  
26 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in  
27 connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or  
28 employees under this Agreement, and from any and all costs and expenses (including attorney's fees and

1 costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who  
2 may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers,  
3 agents, or employees under this Agreement.

4 **10. INSURANCE**

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

9 A. Commercial General Liability

10 Commercial General Liability Insurance with limits of not less than Two Million Dollars  
11 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
12 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
13 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
14 liability or any other liability insurance deemed necessary because of the nature of this contract.

15 B. Automobile Liability

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

19 C. Professional Liability

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

23 D. Worker's Compensation

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

26 E. Additional Requirements Relating to Insurance

27 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance  
28 naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional

1 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for  
2 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
3 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance  
4 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without  
5 a minimum of thirty (30) days advance written notice given to COUNTY.

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

11 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
12 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
13 foregoing policies, as required herein, to the County of Fresno, P.O. Box 1912, Fresno, CA 93718-1219,  
14 Attention: Contract Analyst, stating that such insurance coverage has been obtained and is in full force; that  
15 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the  
16 policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover  
17 from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and  
18 that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance  
19 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional  
20 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for  
21 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
22 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance  
23 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed  
24 without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

28 All policies shall be issued by admitted insurers licensed to do business in the State of

1 California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc.  
2 rating of A FSC VII or better.

3 **11. SUBCONTRACTS**

4 CONTRACTOR shall obtain written approval from COUNTY or COUNTY's DSS Director,  
5 or designee, before subcontracting any of the services delivered under this Agreement. Any transferee,  
6 assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all  
7 applicable State and Federal regulations. CONTRACTOR shall be held primarily responsible by  
8 COUNTY for the performance of any transferee, assignee or subcontractor, unless otherwise expressly  
9 agreed to in writing by COUNTY. The use of subcontractor by CONTRACTOR shall not entitle  
10 CONTRACTOR to any additional compensation than is provided for under this Agreement.

11 **12. CONFLICT OF INTEREST**

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

19 **13. NON-DISCRIMINATION**

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

25 **14. LIMITED ENGLISH PROFICIENCY**

26 CONTRACTOR shall provide interpreting and translation services to persons participating in  
27 CONTRACTOR's services who have limited or no English language proficiency, including services to  
28 persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to allow



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

9 **15. CLEAN AIR AND WATER**

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

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

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

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

23 D. This assurance shall be included in every nonexempt subgrant, contract, or  
24 subcontract.

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

26 For purposes of this paragraph, CONTRACTOR will be referred to as the "grantee." By  
27 drawing funds against this grant award, the grantee is providing the certification that is required by  
28 regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These

1 regulations require certification by grantees that they will maintain a drug-free workplace. False certification  
2 or violation of the certification shall be grounds for suspension of payments, suspension or termination of  
3 grants, or government wide suspension or debarment. CONTRACTOR shall also comply with the  
4 requirements of the Drug-Free Workplace Act of 1990 (California Government Code section 8350 et seq.)

5 **17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND**  
6 **VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

7 A. COUNTY and CONTRACTOR recognize that CONTRACTOR is a recipient of State  
8 funds under the terms of this Agreement. By signing this Agreement, CONTRACTOR agrees to notify  
9 COUNTY of any past, present, or future Federal suspension or debarment. By signing this Agreement,  
10 CONTRACTOR attests to the best of its knowledge and belief, that it and its principals:

11 1) Are not presently debarred, suspended, proposed for debarment, declared  
12 ineligible, or voluntarily excluded by any Federal department or agency; and

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

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

19 C. CONTRACTOR shall include a clause titled "Certification Regarding Debarment,  
20 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and similar in  
21 nature to this paragraph in all lower tier covered transactions and in all solicitations for lower tier covered  
22 transactions.

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

26 **13. CONFIDENTIALITY AND SECURITY**

27 All services performed by CONTRACTOR under this Agreement shall be in strict conformance  
28 with all applicable Federal, State of California, and/or local laws and regulations relating to

1 confidentiality. CONTRACTOR shall require its employees, agents, officers and subcontractors to  
2 comply with the provisions of Sections 10850 and 14100.2 of the Welfare and Institutions Code,  
3 as well as the California Department of Social Services (CDSS) Manual of Policies and  
4 Procedures, Division 19-0000 and the California Department of Health Care Services (DHCS)  
5 Medi-Cal Eligibility Procedures Manual, Section 2H. These Code sections provide that:

- 6 a. All applications and records concerning any individual made or kept by any public  
7 officer or agency in connection with the administration of any provision of the Welfare  
8 and Institutions Code relating to Medicaid or any form of public social services for  
9 which grants-in-aid are received by the State of California from the United States  
10 government shall be confidential, and shall not be open to examination for any  
11 purpose not directly connected with the administration of such public social services.
- 12 b. No person shall publish, disclose or use or permit or cause to be published or  
13 disclosed any list of persons receiving public social services, except as is provided by  
14 law.
- 15 c. No person shall publish, disclose, or use or permit or cause to be published,  
16 disclosed or used any confidential information pertaining to an applicant or recipient,  
17 except as is provided by laws. CONTRACTOR shall inform all of its employees,  
18 agents, officers and subcontractors of the above provisions and that any person  
19 knowingly and intentionally violating such provisions is guilty of a misdemeanor.

20 In addition, CONTRACTOR, its employees, agents and officer shall comply, and require all  
21 of its subcontractors to comply, with (1) the DHCS Medi-Cal Privacy and Security Agreement  
22 between the California DHCS and the County of Fresno that is then in effect, and (2) the Privacy  
23 and Security Agreement between the CDSS and the County of Fresno that is then in effect, both  
24 of which together shall be referred to as "the Agreements" and are incorporated herein by this  
25 reference. The current versions of both the DHCS and CDSS Privacy and Security agreements  
26 are available upon request or can be viewed at: <http://www.co.fresno.ca.us/MediCalPrivacy/>.  
27 CONTRACTOR shall insure that all personally identifiable information (PII), as defined in the  
28 Agreements, concerning program recipients shall be kept confidential and shall not be opened to

1 examination, publicized, disclosed, or used for any purpose not directly connected with the  
2 administration of the program. CONTRACTOR shall use appropriate administrative, physical, and  
3 technical safeguards to protect PII, as set forth in the Agreements. Upon discovery of a breach,  
4 security incident, intrusion, or unauthorized access, use, or disclosure of PII, CONTRACTOR shall  
5 immediately report the incident to the COUNTY by calling (559) 600-2300 or E-mailing at  
6 dssprivacyofficer@fresnocountyca.gov. CONTRACTOR shall certify that all employees, agents,  
7 officers and subcontractors have received privacy and security training before accessing any PII  
8 and have received refresher training annually, as required by the Agreements.

9 14. **DATA SECURITY**

10 For the purpose of preventing the potential loss, misappropriation or inadvertent  
11 disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY  
12 resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter into a  
13 contractual relationship with COUNTY for the purpose of providing services under this Agreement must  
14 employ adequate data security measures to protect the confidential information provided to  
15 CONTRACTOR by COUNTY,  
16 including but not limited to the following:

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

21 B. CONTRACTOR-Owned Computers or Computer Peripherals may not  
22 brought into COUNTY for use, including and not limited to mobile storage devices, without prior  
23 authorization from COUNTY's Chief Information Officer or her designee. Data must be stored on a  
24 secure server approved by COUNTY and transferred by means of a VPN (Virtual Private Network)  
25 connection, or another type of secure connection of this type if any data is approved to be transferred.

26 C. County-Owned Computer Equipment – CONTRACTOR or anyone having  
27 an employment relationship with COUNTY may not use COUNTY computers or computer peripherals  
28 on non-COUNTY premises without prior authorization from COUNTY's Chief Information Officer or her

1 designee.

2 D. CONTRACTOR may not store COUNTY's private, confidential or sensitive  
3 data on any hard-disk drive.

4 E. CONTRACTOR is responsible to employ strict controls to ensure the  
5 integrity and security of COUNTY's confidential information and to prevent unauthorized access to data  
6 maintained in computer files, program documentation, data processing systems, data files and data  
7 processing equipment which stores or processes COUNTY data internally and externally.

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

11 G. CONTRACTOR are responsible to immediately notify COUNTY of any  
12 breaches or potential breaches of security related to COUNTY's confidential information, data  
13 maintained in computer files, program documentation, data processing systems, data files and data  
14 processing equipment which stores or processes COUNTY data internally or externally.

15 H. The requirements in this Data Security provision shall apply to  
16 CONTRACTOR's subcontractors, if any.

17 **18. PROPERTY OF COUNTY**

18 CONTRACTOR agrees to take reasonable and prudent steps to ensure the security of  
19 any and all said hardware and software provided to it by COUNTY under this Agreement, to maintain  
20 replacement-value insurance coverages on said hardware and software of like kind and quality  
21 approved by COUNTY.

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

1 owned fixed assets upon the expiration or termination of this Agreement.

2 **19. INDEPENDENT AUDIT**

3 A. COUNTY reserves the right to perform or cause to be performed a financial audit. At  
4 COUNTY's request, the CONTRACTOR shall provide, at its own expense, a financial audit prepared by a  
5 certified public accountant. CESH administrative funds may be used to fund this expense.

- 6 1) If a financial audit is required by COUNTY, the audit shall be performed by an  
7 independent certified public accountant.
- 8 2) The CONTRACTOR shall notify COUNTY of the auditor's name and address  
9 immediately after the selection has been made. The contract for the audit shall  
10 allow access by COUNTY and State representatives to the independent auditor's  
11 working papers.
- 12 3) The CONTRACTOR is responsible for the completion of audits and all costs of  
13 preparing audits.
- 14 4) The completed audit report shall be submitted by the auditor to COUNTY within  
15 three business days of completion.
- 16 5) If there are audit findings, the CONTRACTOR must submit a detailed response  
17 acceptable to COUNTY for each audit finding within 90 days from the date of the  
18 audit finding report.

19 B. Failure to comply with the above provision may result in COUNTY performing the  
20 necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit costs related  
21 to this Agreement are the sole responsibility of CONTRACTOR who agrees to take corrective action to  
22 eliminate any material noncompliance or weakness found as a result of such audit. Audit work performed  
23 by COUNTY under this paragraph shall be billed to CONTRACTOR at COUNTY cost, as determined by  
24 COUNTY's Auditor-Controller/Treasurer-Tax Collector.

25 **20. AUDITS AND INSPECTIONS**

26 The CONTRACTOR shall at any time during business hours, and as often as the COUNTY  
27 may deem necessary, make available to the COUNTY for examination all of its records and data with  
28 respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the

1 COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure  
2 CONTRACTOR'S compliance with the terms of this Agreement.

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

7 In addition, CONTRACTOR shall cooperate and participate with COUNTY's fiscal review  
8 process and comply with all final determinations rendered by the COUNTY's fiscal review process. If  
9 COUNTY reaches an adverse decision regarding CONTRACTOR's services to consumers, it may result in  
10 the disallowance of payment for services rendered; or in additional controls to the delivery of services, or in  
11 the termination of this Agreement, at the discretion of COUNTY's DSS Director or designee. If as a result of  
12 COUNTY's fiscal review process a disallowance is discovered due to CONTRACTOR's deficiency,  
13 CONTRACTOR shall be financially liable for the amount previously paid by COUNTY to CONTRACTOR  
14 and this disallowance will be adjusted from CONTRACTOR's future payments, at the discretion of  
15 COUNTY's DSS Director or designee. In addition, COUNTY shall have the sole discretion in the  
16 determination of fiscal review outcomes, decisions and actions.

17 **21. SINGLE AUDIT CLAUSE**

18 As a subrecipient of Federal financial assistance, CONTRACTOR agree to provide  
19 copies of their audit reports, performed in accordance with the requirements of the Single Audit  
20 Act of 1984 (31 USC section 7502) and subject to the terms of Office of Management and Budget  
21 (OMB) Circulars (A-110, A-122 and A-133), to the County of Fresno. Such audits shall be  
22 delivered to COUNTY'S DSS, for review not later than nine (9) months after the close of the  
23 subrecipients' fiscal year in which the funds supplied through this Agreement are expended and/or  
24 received for this program. The audits must include a statement of findings or a statement that  
25 there were no findings. If there were negative findings, CONTRACTOR must include a corrective  
26 action plan signed by an authorized individual. Failure to comply with this Act may result in  
27 COUNTY performing the necessary audit tasks, or, at COUNTY'S option, contracting with a  
28 qualified accountant to perform this audit. All audit costs related to this Agreement are the sole

1 responsibility of CONTRACTOR who agree to take corrective actions to eliminate any material  
2 noncompliance or weakness found as a result of such audits. Audit work performed by COUNTY  
3 under this paragraph shall be billed at COUNTY cost as determined by COUNTY'S Auditor-  
4 Controller/Treasurer-Tax Collector.

5 **22. FRATERNIZATION**

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

9 **23. STATE ENERGY CONSERVATION**

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

13 **24. CHARITABLE CHOICE**

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

26 **25. GRIEVANCES**

27 CONTRACTOR shall establish procedures for handling client complaints and/or  
28 grievances. Such procedures will include provisions for informing clients of their rights to a State



1 Hearing to resolve such issues.

2 **26. PROHIBITION ON PUBLICITY**

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

10 **27. PUBLIC INFORMATION**

11 CONTRACTOR shall disclose COUNTY as a funding source in all public information and  
12 program materials developed in support of contracted services.

13 **28. NOTICES**

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

<u>COUNTY</u>	<u>CONTRACTOR</u>
Director, COUNTY OF FRESNO	Director
Department of Social Services	RH Community Builders
P.O. Box 1912	331 W. Shields Ave.
Fresno, CA 93718-1912	Fresno, CA 93705

19 All notices between the COUNTY and CONTRACTOR provided for or permitted under this  
20 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by  
21 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by  
22 personal service is effective upon service to the recipient. A notice delivered by first-class United States  
23 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,  
24 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one  
25 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,  
26 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by  
27 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is  
28 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the

1 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the  
2 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section  
3 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,  
4 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,  
5 beginning with section 810).

6 **29. GOVERNING LAW**

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

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

11 **30. INTERPRETATION OF LAWS AND REGULATIONS**

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

14 **31. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

15 COUNTY, its officers, consultants, subcontractors, agents and employees shall comply  
16 with all applicable State, Federal and local laws and regulations governing projects that utilize Federal  
17 Funds.

18 **32. CHANGE OF LEADERSHIP/MANAGEMENT**

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

25 **33. LOBBYING AND POLITICAL ACTIVITY**

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

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

3 **34. CHILD ABUSE REPORTING**

4 CONTRACTOR shall utilize a procedure acceptable to COUNTY to ensure that all of  
5 CONTRACTOR'S employees, volunteers, consultants, subcontractors or agents performing services  
6 under this Agreement shall report all known or suspected child abuse or neglect to one or more of the  
7 agencies set forth in Penal Code Section 11165.9. This procedure shall include having all of  
8 CONTRACTORS' employees, volunteers, consultants, subcontractors or agents performing services  
9 under this Agreement sign a statement that he or she knows of and will comply with the reporting  
10 requirements set forth in Penal Code Section 11166. The statement to be utilized by CONTRACTORS is  
11 set forth in Exhibit C, attached hereto and by this reference incorporated herein.

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

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

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

24 **36. SEVERABILITY**

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

27 **37. ENTIRE AGREEMENT**

28 This Agreement constitutes the entire agreement between the CONTRACTOR and

1 COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations,  
2 proposals, commitments, writings, advertisements, publications, and understanding of any nature  
3 whatsoever unless expressly included in this Agreement.

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

**CONTRACTOR:  
RH Community Builders**

**COUNTY OF FRESNO**

By: *Paul Hardie*  
Print Name: Paul Hardie  
Title: President  
Partner

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

By: *Wayne Rutledge*  
Print Name: Wayne Rutledge  
Title: Chief Executive Officer  
Partner

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

By: *Helen Cuff*  
Deputy

Mailing Address:  
331 W. Shields Ave.  
Fresno, CA 93705  
Phone No: (585) 314-3914  
Contact: Executive Director

FOR ACCOUNTING USE ONLY:  
Account No.: 7870  
ORG No.: 56107114  
Fund/Subclass: 0001/10000

DEN:lm

## SUMMARY OF SERVICES

ORGANIZATION: RH Community Builders  
ADDRESS: 530 N. Weber Ave., Fresno, CA, Fresno, CA 93728  
TELEPHONE: (585) 314-3914  
CONTACT: Kathryn Wilbur  
EMAIL: [katie@rhcbfresno.com](mailto:katie@rhcbfresno.com)  
CONTRACT: Motel Temporary Housing and Services  
CONTRACT TERM: July 1, 2020 through June 30, 2023  
July 1, 2023 through June 30, 2024 (optional)  
July 1, 2024 through June 30, 2025 (optional)

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### **DESCRIPTION OF SERVICES**

RH Community Builders (RHCB) will provide motel temporary housing and related services, located at 530 N. Weber Ave., Fresno, CA, (the “facility”) to families experiencing homelessness and determined eligible for services by the County of Fresno Department of Social Services (DSS). DSS may also partner with outside organizations to provide motel services to families experiencing homelessness. This facility includes 50 individual rooms, 10 of which must be able to accommodate families of 6 to 8 individuals. No other individuals will be housed at this facility.

RHCB shall provide one full-time Housing Navigator to provide Housing Navigation services on-site to assist families staying at the facility in locating housing, unless similar services are already offered through the placing program. RHCB’s Housing Navigator is required to carry a caseload of 25 to 30 households at any given time and assist households in locating suitable permanent housing. This may include contacting property owners on behalf of the client, assisting with applications, helping with transportation, etc. Should households requesting Housing Navigation services exceed the caseload limit, RHCB staff will connect those households with other housing search resources.

RHCB shall provide office space to accommodate guests, RHCB staff, and outside provider staff to use for Housing Navigation services. RHCB will provide two computers with free internet access and printing to assist families with completing any needed paperwork for housing, job applications, or other resources.

### **RHCB shall:**

- Ensure their facility and services comply with the Americans with Disabilities Act (ADA) for accessibility for people with disabilities, including minimum number of units to meet ADA standards.
- Provide all services in line with standard motel cleaning, upkeep, and amenities (linens, towels, toiletries, etc.).
- Clean rooms at least twice a week while occupied by a single household, and clean rooms in between each new household that enters the unit. New towels and sheets must be available to guests upon request.
- Rooms must be turned over and available for new guests within 8 hours.

- Furnish each room with at minimum: a television connected to local broadcasting, an alarm clock, a mini-refrigerator, and a microwave.
- Ensure that all rooms for clients meet Housing and Urban Development (HUD) Housing Quality Standards (HQS) at all times. RHCBS shall inspect all rooms for clients for compliance with HUD HQS every 6 months at minimum.
- Provide on-site laundry facilities, including washing machines and dryers at no cost to guests. Irons and ironing boards will also be available for check-out to guests.
- Provide free daily hot breakfast for guests during a designated timeframe each morning.
- Provide free computers, internet access, and printing to guests lodging in the facility. Ensure that they are only used for relevant activities such as housing search, job search, accessing public benefits, etc. and not for recreational purposes.
- Provide accommodations for guests' pets.
- Ensure that motel staff is on site 24 hours per day, 7 days a week, with patrol and response security, or overnight posted security if other motel staff is not on-site overnight.
- Ensure that reception staff are available to check-in guests between the hours of 6 a.m. and 10 p.m. each day.
- Ensure security protocols are in place for emergency incidents, including but not limited to medical emergencies, fire, active shooter, etc.
- Establish and adhere to protocols to address possible pest infestations.
- Ensure Housing Navigator(s) contact all clients that require housing search assistance within 1 day of check-in. Navigators must provide hands on assistance or, if the caseload is full, connect households with available housing search resources.
- Provide permanent housing placement outcomes for Housing Navigation services in a monthly activity report.

**DSS shall:**

- Provide RHCBS of documentation of households' eligibility for services, including the number of individuals in the household that are eligible for motel services.

## COMPENSATION SCHEDULE

The County of Fresno Department of Social Services (COUNTY) shall pay RH Community Builders (RHCB) in accordance with California Work Opportunity and Responsibility to Kids (CalWORKs) Homeless Assistance rates set forth in Welfare and Institutions Code (WIC) 11450 (f)(3)(A), and as implemented by All-County Letter 18-106, which are as follows:

<i>Households with 0 to 4 members</i>	<i>\$85 per night per room</i>
<i>Households with 5 members</i>	<i>\$100 per night per room</i>
<i>Households with 6 members</i>	<i>\$115 per night per room</i>
<i>Households with 7 members</i>	<i>\$130 per night per room</i>

The CalWORKs Homeless Assistance rate will be paid for all COUNTY clients eligible for services under this Agreement, no matter whether they are receiving services under CalWORKs Homeless Assistance Program, Adult Protective Services, Child Welfare Services or other COUNTY programs.

DSS will provide compensation for the number of individuals designated by DSS eligibility and program rules. For households receiving motel shelter as recipients of CalWORKs Homeless Assistance, compensation will be provided for household members that are a part of the CalWORKs Assistance Unit (i.e. those persons living in the same home who have been determined eligible for CalWORKs and for whom cash aid has been authorized). For households receiving motel shelter under any other program, DSS will provide compensation for the number of individuals designated by the placing program.

Conjoined rooms with doors opened to accommodate larger families will be compensated as one room.

DSS will not provide compensation for damages or expenses incurred by guests to or within the facility.

DSS will provide compensation for nights that rooms are occupied by a client. However, should occupancy fall below 80% of all units available, DSS will pay the minimum rate per room for 80% of rooms per night. This occupancy rate applies only to units that are available for booking; if any units are unavailable, they will be excluded from the 80% calculation.



**NOTICE OF CHILD ABUSE REPORTING LAW**

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between County of Fresno (COUNTY) and **RH Community Builders** (PROVIDER) related to provision of Motel Temporary Housing and Services for COUNTY's Department of Social Services clients, requires that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (P.C.) section (§) 11165.9.

For purposes of the undersigned's child abuse reporting requirements, "child abuse or neglect" includes physical injury inflicted by other than accidental means upon a child by another person, sexual abuse as defined in P.C. §11165.1, neglect as defined in P.C. §11165.2, willful cruelty or unjustifiable punishment as defined in P.C. §11165.3, and unlawful corporal punishment or injury as defined in P.C. §11165.4.

A child abuse report shall be made whenever the undersigned, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the undersigned knows or reasonably suspects has been the victim of child abuse or neglect. (P.C §11166.) The child abuse report shall be made to any police department or sheriff's department (not including a school district police or security department), or to any county welfare department, including Fresno County Department of Social Services' 24 Hour CARELINE. (See PC §11165.9.)

For purposes of child abuse reporting, a "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. The pregnancy of a child does not, in and of itself, constitute a basis for reasonable suspicion of sexual abuse. (P.C. §11166(a)(1).)

Substantial penalties may be imposed for failure to comply with these child abuse reporting requirements.

Further information and a copy of the law may be obtained from the department head or designee.

I have read and understand the above statement and agree to comply with the child abuse reporting requirements.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## 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>	