

AGREEMENT

This Agreement is made and entered into this 12th day of June 2018, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **Turning Point of Central California, Inc.**, a California Private Non-Profit Corporation, whose address is 615 South Atwood Street, Visalia, CA 93277, hereinafter referred to as "SUBRECIPIENT."

WITNESSETH:

WHEREAS, COUNTY, through its Department of Social Services (DSS) has received grant funding from the United States Department of Housing and Urban Development (HUD) to administer and implement the Emergency Solutions Grant (ESG) in the County of Fresno, in accordance with the provisions of 24 CFR Part 576 (as now in effect and as may be amended from time to time) and the laws of the State of California; and

WHEREAS, the COUNTY has a significant population of people who are in need of homeless assistance; and

WHEREAS, COUNTY, as a recipient of HUD ESG funding, in accordance with 24 CFR Part 576, is required to collaborate and consult with the Fresno Madera Continuum of Care (FMCoC) regarding the use of ESG funds and the designation of services and service provision in meeting the homeless needs in the community; and

WHEREAS, SUBRECIPIENT, is willing to support the FMCoC partners and clients, is able to provide said homeless services, and related supportive services to residents of Fresno County defined by HUD to be homeless; and

WHEREAS, the FMCoC has recommended SUBRECIPIENT to provide homeless services in the County of Fresno.

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

1. SERVICES

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

1 **2. TERM**

2 The term of this Agreement shall be for a period of one (1) year, commencing on the 1st
3 day of July 2018 through and including the 30th day of June 2019. This Agreement may be extended
4 for two (2) additional consecutive twelve (12) month periods upon the approval of both parties no later
5 than thirty (30) days prior to the first day of the next twelve-month extension period. The Director of
6 the Department of Social Services or designee is authorized to execute such written approval on behalf
7 of COUNTY based on SUBRECIPIENT's satisfactory performance.

8 **3. TERMINATION**

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

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

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

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

27 C. Without Cause - Under circumstances other than those set forth above, this
28 Agreement may be terminated by SUBRECIPIENT or COUNTY or COUNTY's DSS Director, or

1 designee, upon thirty (30) days advance written notice of an intention to terminate the Agreement.

2 **4. COMPENSATION**

3 For actual services provided as identified in the terms and conditions of this Agreement,
4 COUNTY agrees to pay SUBRECIPIENT and SUBRECIPIENT agrees to receive compensation in
5 accordance with Exhibit B, "Budget Summary," attached hereto and by this reference incorporated
6 herein. Mandated travel shall be reimbursed based on actual expenditures and mileage reimbursement
7 shall be at SUBRECIPIENT's adopted rate per mile, not to exceed the IRS published rate.

8 SUBRECIPIENT agrees to limit administrative costs to a maximum of fifteen percent (15%) of the
9 total program budget and to limit employee benefits to a maximum of twenty percent (20%) of total
10 salaries for those employees working under this Agreement during the term of this Agreement.

11 Payment shall be made upon certification or other proof satisfactory to COUNTY's DSS that services
12 have actually been performed by SUBRECIPIENT as specified in this Agreement.

13 For each twelve (12) month period of this Agreement, in no event shall services
14 performed under this Agreement be in excess of One Hundred Thirty Thousand and No/100 Dollars
15 (\$130,000.00). The cumulative total of this Agreement shall not be in excess of Three Hundred Ninety
16 Thousand and No/100 Dollars (\$390,000.00). It is understood that all expenses incidental to
17 SUBRECIPIENT's performance of services under this Agreement shall be borne by COUNTY.

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

27 **5. INVOICING**

28 SUBRECIPIENT shall invoice COUNTY in arrears by the tenth (10th) day of each month

1 for actual expenses incurred and services rendered in the previous month to:
2 DSSInvoices@co.fresno.ca.us. A Monthly Activity Report shall accompany the invoice, reflecting
3 services supported by the invoiced expenditures and be in a form and in such detail as acceptable to
4 COUNTY's DSS. Invoices shall include all corresponding documentation submitted and identified by
5 line item, as identified in Exhibit B. Supporting documentation shall include but is not limited to
6 receipts, invoices received, and documented administrative / overhead costs. No reimbursement for
7 services shall be made until invoices, reports and outcomes are received, reviewed and approved by
8 COUNTY's DSS.

9 At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is
10 otherwise not in proper form or substance, COUNTY's DSS Director or designee shall have the right to
11 withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days
12 prior notice to SUBRECIPIENT. SUBRECIPIENT agrees to continue to provide services for a period
13 of ninety (90) days after notification of an incorrect or improper invoice. If after the ninety (90) day
14 period, the invoice(s) is still not corrected to COUNTY's DSS satisfaction, COUNTY's DSS Director
15 or designee may elect to terminate this Agreement, pursuant to the termination provisions stated in
16 Paragraph Three (3) of this Agreement. In addition, for invoices received ninety (90) days after the
17 expiration of each term of this Agreement or termination of this Agreement, at the discretion of
18 COUNTY's DSS Director or designee, COUNTY's DSS shall have the right to deny payment of any
19 additional invoices received.

20 **6. INDEPENDENT CONTRACTOR**

21 In performance of the work, duties, and obligations assumed by SUBRECIPIENT under
22 this Agreement, it is mutually understood and agreed that SUBRECIPIENT, including any and all of
23 SUBRECIPIENT's officers, agents, and employees will at all times be acting and performing as an
24 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
25 employee, joint venture, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right
26 to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its
27 work and function. However, COUNTY shall retain the right to administer this Agreement so as to
28 verify that SUBRECIPIENT is performing its obligations in accordance with the terms and conditions

1 thereof. SUBRECIPIENT and COUNTY shall comply with all applicable provisions of law and the
2 rules and regulations, if any, of governmental authorities having jurisdiction over matters which are
3 directly or indirectly the subject of this Agreement.

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

12 **7. MODIFICATION**

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

15 B. Notwithstanding the above, changes to line items in the budget, attached hereto as
16 Exhibit B, in an amount not to exceed ten percent (10%) of the total maximum compensation as
17 identified in Section Four (4) of this Agreement, may be made with the written approval of COUNTY's
18 DSS Director or designee and SUBRECIPIENT. Budget line item changes shall not result in any
19 change to the maximum compensation amount payable to SUBRECIPIENT, as stated herein.

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

26 **8. NON-ASSIGNMENT**

27 Neither party shall assign, transfer or subcontract this Agreement nor their rights or duties
28 under this Agreement without the prior written consent of the other party.

1 **9. HOLD-HARMLESS**

2 SUBRECIPIENT agrees to indemnify, save, hold harmless, and at COUNTY's request,
3 defend COUNTY, its officers, agents and employees from any and all costs and expenses, including
4 attorney fees and court costs, damages, liabilities, claims, and losses occurring or resulting to
5 COUNTY in connection with the performance, or failure to perform, by SUBRECIPIENT, its officers,
6 agents, or employees under this Agreement, and from any and all costs and expenses, including
7 attorney fees and court costs, damages, liabilities, claims, and losses occurring or resulting to any
8 person, firm, or corporation who may be injured or damaged by the performance, or failure to perform,
9 of SUBRECIPIENT, its officers, agents, or employees under this Agreement. In addition,
10 SUBRECIPIENT agrees to indemnify COUNTY for Federal, State of California and / or local audit
11 exceptions resulting from noncompliance herein on the part of the SUBRECIPIENT.

12 **10. INSURANCE**

13 Without limiting COUNTY's right to obtain indemnification from SUBRECIPIENT or
14 any third parties, SUBRECIPIENT, at its sole expense, shall maintain in full force and effect the
15 following insurance policies throughout the term of this Agreement:

16 A. Commercial General Liability

17 Commercial General Liability Insurance with limits of not less than One Million
18 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million
19 Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.
20 COUNTY may require specific coverage including completed operations, product
21 liability, contractual liability, Explosion, Collapse, and Underground (XCU), fire
22 legal liability or any other liability insurance deemed necessary because of the
23 nature of the Agreement.

24 B. Automobile Liability

25 Comprehensive Automobile Liability Insurance with limits for bodily injury of
26 not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five
27 Hundred Thousand Dollars (\$500,000) per accident and for property damages of
28 not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined
single limit of Five Hundred Thousand Dollars (\$500,000). Coverage should
include owned and non-owned vehicles used in connection with this Agreement.

 C. Professional Liability

 If SUBRECIPIENT employs licensed professional staff (e.g. Ph.D., R.N.,

1 L.C.S.W., M.F.C.T.) in providing services, Professional Liability Insurance with
2 limits of not less than One Million Dollars (\$1,000,000) per occurrence, Three
3 Million Dollars (\$3,000,000) annual aggregate.

4 D. Worker's Compensation

5 A policy of Worker's Compensation Insurance as may be required by the
6 California Labor Code.

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

15 Within thirty (30) days from the date SUBRECIPIENT signs this Agreement,
16 SUBRECIPIENT shall provide certificates of insurance and endorsements as stated above for all of the
17 foregoing policies, as required herein, to the County of Fresno, DSS, PO BOX 1912, Fresno,
18 California, 93718-1912, Attention: Contracts, stating that such insurance coverages have been obtained
19 and are in full force; that the County of Fresno, its officers, agents and employees will not be
20 responsible for any premiums on the policies; that such Commercial General Liability insurance names
21 the County of Fresno, its officers, agents and employees, individually and collectively, as additional
22 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for
23 additional insured shall apply as primary insurance and any other insurance, or self-insurance,
24 maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing
25 with insurance provided under SUBRECIPIENT's policies herein; and that this insurance shall not be
26 cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

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

1 All policies shall be with admitted insurers licensed to do business in the State of
2 California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating of
3 A FSC VII or better.

4 **11. CONFIDENTIALITY and DATA SECURITY**

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

8 **12. NON-DISCRIMINATION**

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

15 **13. CONFLICT OF INTEREST**

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

23 **14. CHARITABLE CHOICE**

24 SUBRECIPIENT may not discriminate in its program delivery against a client or
25 potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a
26 refusal to actively participate in a religious practice. Any specifically religious activity or service made
27 available to individuals by SUBRECIPIENT must be voluntary as well as separate in time and location
28 from County funded activities and services. SUBRECIPIENT shall inform COUNTY as to whether it

1 is faith-based. If SUBRECIPIENT identifies as faith-based it must submit to DSS a copy of its policy
2 on referring individuals to an alternate treatment provider, and include a copy of this policy in its client
3 admission forms. The policy must inform individuals that they may be referred to an alternative
4 provider if they object to the religious nature of the program, and include a notice to DSS. Adherence
5 to this policy will be monitored during annual site reviews, and a review of client files. If
6 SUBRECIPIENT identifies as faith-based, by July 1 of each year SUBRECIPIENT will be required to
7 report to DSS the number of individuals who requested referrals to alternate providers based on
8 religious objection.

9 **15. PROHIBITION ON PUBLICITY**

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

18 **16. PUBLIC INFORMATION**

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

20 **17. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

21 This provision is only applicable if SUBRECIPIENT is operating as a corporation (a for-
22 profit or non-profit corporation) or if during the term of this Agreement, SUBRECIPIENT changes its
23 status to operate as a corporation.

24 Members of SUBRECIPIENT's Board of Directors shall disclose any self-dealing
25 transactions that they are a party to while SUBRECIPIENT is providing goods or performing services
26 under this Agreement. A self-dealing transaction shall mean a transaction to which SUBRECIPIENT is
27 a party and in which one or more of its directors has a material financial interest. Members of the
28 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing

1 and signing a *Self-Dealing Transaction Disclosure Form*, attached hereto as Exhibit C and by this
2 reference incorporated herein, and submitting it to COUNTY prior to commencing with the self-
3 dealing transaction or immediately thereafter.

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

7 A. COUNTY and SUBRECIPIENT recognize that Federal assistance funds may be
8 used under the terms of this Agreement. For purposes of this section, SUBRECIPIENT will be referred
9 to as the “prospective recipient”.

10 B. This certification is required by the regulations implementing Executive Order
11 12549, Debarment and Suspension, 29 Code of Federal Regulations (CFR) Part 98, section 98.510,
12 Participants’ Responsibilities.

13 (1) The prospective recipient of Federal assistance funds certifies by entering
14 this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for
15 debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any
16 Federal department or agency.

17 (2) The prospective recipient of Funds agrees by entering this Agreement, that
18 it shall not knowingly enter into any lower tier covered transaction with a person who is debarred,
19 suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction,
20 unless authorized by the Federal department or agency with which this transaction originated.

21 (3) Where the prospective recipient of Federal assistance funds is unable to
22 certify to any of the statements in this certification, such prospective participant shall attach an
23 explanation to this Agreement.

24 (4) The prospective recipient shall provide immediate written notice to
25 COUNTY if at any time prospective recipient learns that its certification in Section Eighteen (18) of
26 this Agreement was erroneous when submitted or has become erroneous by reason of changed
27 circumstances.

28 (5) The prospective recipient further agrees that by entering into this

1 Agreement, it will include a clause identical to Section Eighteen (18) of this Agreement entitled
2 “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier
3 Covered Transactions”, in all lower tier covered transactions and in all solicitations for lower tier
4 covered transactions.

5 (6) The certification in Section Eighteen (18) of this Agreement is a material
6 representation of fact upon which COUNTY relied in entering into this Agreement.

7 **19. AUDITS AND INSPECTIONS**

8 SUBRECIPIENT shall at any time during business hours, and as often as COUNTY may
9 deem necessary, make available to COUNTY for examination all of its records and data with respect to
10 the matters covered by this Agreement. SUBRECIPIENT shall, upon request by COUNTY, permit
11 COUNTY to audit and inspect all such records and data necessary to ensure SUBRECIPIENT 's
12 compliance with the terms of this Agreement.

13 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
14 SUBRECIPIENT shall be subject to the examination and audit of the State of California Auditor
15 General for a period of three (3) years after final payment under contract (California Government Code
16 section 8546.7).

17 In addition, SUBRECIPIENT shall cooperate and participate with COUNTY's fiscal
18 review process and comply with all final determinations rendered by the COUNTY's fiscal review
19 process. If COUNTY reaches an adverse decision regarding SUBRECIPIENT's services to consumers,
20 it may result in the disallowance of payment for services rendered, or in additional controls to the
21 delivery of services, or in the termination of this Agreement, at the discretion of COUNTY's DSS
22 Director or designee. If as a result of COUNTY's fiscal review process a disallowance is discovered
23 due to SUBRECIPIENT's deficiency, SUBRECIPIENT shall be financially liable for the amount
24 previously paid by COUNTY to SUBRECIPIENT and this disallowance will be adjusted from
25 SUBRECIPIENT's future payments, at the discretion of COUNTY's DSS Director or designee. In
26 addition, COUNTY shall have the sole discretion in the determination of fiscal review outcomes,
27 decisions and actions.

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1 **20. ESG ELIGIBILITY AND REPORTING REQUIREMENTS**

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

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

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

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

14 (2) The household must be at or below 30% of the Annual Area Median Income
15 (AMI) for Fresno as referenced in Exhibit D, incorporated herein by reference and made part of this
16 Agreement. The AMI may change on a yearly basis and SUBRECIPIENT is required to use the most
17 recent version as provided by COUNTY.

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

21 D. SUBRECIPIENT is expected to meet all other ESG requirements as described in
22 24 CFR Part 576.

23 **21. LOBBYING ACTIVITY**

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

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1 **22. POLITICAL ACTIVITY**

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

5 **23. SUPPLEMENTAL SOURCES**

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

11 **24. COMPLIANCE WITH APPLICABLE LAWS**

12 SUBRECIPIENT shall comply with all rules and regulations established pursuant to
13 Housing and Urban Development regulations at 24 CFR Part 576, as revised by the Emergency
14 Solutions Grant and Consolidated Plan Conforming Amendments Interim Rule, published in the
15 Federal Register on December 5, 2011 (76 Fed. Reg. 75954). SUBRECIPIENT must also comply with
16 all applicable fair housing and civil rights requirements in 24 CFR 5.105(a). SUBRECIPIENT and any
17 subcontractors shall comply with all applicable local, State, Federal laws, ordinances, regulations and
18 Fresno County Charter provisions applicable to the performance of services.

19 **25. MINIMUM DATA COLLECTION REQUIREMENTS**

20 SUBRECIPIENT is required to collect and report client-level data in the local Homeless
21 Management Information System (HMIS) administered by the Fresno Housing Authority. Reporting
22 through HMIS is a requirement of ESG funding. HMIS will be used to collect data and report on
23 outputs and outcomes as required by HUD. SUBRECIPIENT is required to enter all client intakes,
24 provide regular updates and exit all clients once services are completed.

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

- 27 (1) Name
28 (2) Social Security Number

- 1 (3) Date of Birth
- 2 (4) Race
- 3 (5) Ethnicity
- 4 (6) Gender
- 5 (7) Veteran Status
- 6 (8) Disabling Condition
- 7 (9) Residence Prior to Program Entry
- 8 (10) Zip Code of Last Permanent Address
- 9 (11) Housing Status
- 10 (12) Program Entry Date
- 11 (13) Program Exit Date
- 12 (14) Personal Identification Number
- 13 (15) Household Identification Number
- 14 (16) Income and Sources
- 15 (17) Non-Cash Benefits
- 16 (18) Destination (where client will stay upon exit)
- 17 (19) Financial Services Provided
- 18 (20) Housing Relocation & Stabilization Services Provided

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

20 **26. EQUIPMENT**

21 A. All items purchased with funds provided under this Agreement or which are furnished
22 to SUBRECIPIENT which have a single unit cost in excess of Five Thousand and No/100 Dollars
23 (\$5,000.00) including sales tax and have a useful life of more than one (1) year shall be considered
24 capital equipment. Title to all items of capital equipment purchased shall vest and will remain vested
25 in the County of Fresno. SUBRECIPIENT further agrees to the following:

- 26 1) To maintain all items of capital equipment in good working order and condition,
27 normal wear and tear expected; and
- 28 2) To label all items of capital equipment, perform periodic inventories as required

1 by COUNTY and to maintain an inventory list showing where and how the capital equipment is being
2 used, in accordance with procedures developed by COUNTY. All such lists shall be submitted to
3 COUNTY within ten (10) days of any request therefore; and

4 3) To report in writing to COUNTY immediately after discovery, the loss or theft of
5 any items of capital equipment. For stolen items, the local law enforcement agency must be contacted
6 and a copy of the police report submitted to COUNTY.

7 B. The purchase of any capital equipment by SUBRECIPIENT shall require the prior
8 written approval of COUNTY, and must be appropriate and directly related to SUBRECIPIENT's
9 service or activity under the terms of the Agreement. No capital equipment shall be purchased during
10 the fourth (4th) or last quarter of each term of this Agreement. COUNTY may refuse reimbursement
11 for any costs resulting from capital equipment purchased, which are incurred by SUBRECIPIENT, if
12 prior written approval has not been obtained from COUNTY.

13 C. SUBRECIPIENT must obtain prior written approval from COUNTY whenever there is
14 any modification or change in the use of any property acquired or improved, in whole or in part, using
15 ESG funds. If any real or personal property acquired or improved with ESG funds is sold and/or
16 utilized by SUBRECIPIENT for a use which does not qualify under the ESG program,
17 SUBRECIPIENT shall reimburse COUNTY in an amount equal to the current fair market value of the
18 property, less any portion thereof attributable to expenditures of non-ESG funds. These requirements
19 shall continue in effect for the life of the property. In the event the ESG program is closed-out, the
20 requirements of this Section shall remain in effect for activities or property funded with ESG funds,
21 unless action is taken by the Federal government to relieve COUNTY of these obligations.

22 **27. LIMITED ENGLISH PROFICIENCY**

23 SUBRECIPIENT shall provide interpreting and translation services to persons
24 participating in SUBRECIPIENT's services that have limited or no English language proficiency,
25 including services to persons who are deaf or blind. Interpreter and translation services shall be
26 provided as necessary to allow such participants meaningful access to the programs, services and
27 benefits provided by SUBRECIPIENT. Interpreter and translation services, including translation of
28 SUBRECIPIENT's "vital" documents (those documents that contain information that is critical for

1 accessing SUBRECIPIENT's services or are required by law) shall be provided to participants at no
2 cost to the participant. SUBRECIPIENT shall ensure that any employees, agents, subcontractors, or
3 partners who interpret or translate for a program participant, or who directly communicate with a
4 program participant in a language other than English, demonstrate proficiency in the participant's
5 language and can effectively communicate any specialized terms and concepts peculiar to
6 SUBRECIPIENT's services.

7 **28. RECORDS**

8 A. Record Establishment and Maintenance - SUBRECIPIENT shall establish and
9 maintain records in accordance with those requirements prescribed by COUNTY, with respect to all
10 matters covered by this Agreement. SUBRECIPIENT shall retain all fiscal books, account records,
11 and client files for services performed under this Agreement for at least five (5) years from the date of
12 the final payment under this Agreement or until all State and Federal audits are completed for that
13 fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this
14 Agreement that the SUBRECIPIENT shall be reimbursed for actual costs incurred in the performance
15 of this Agreement not to exceed the contract maximum but that no profit is to accrue to the
16 SUBRECIPIENT on account of such performance.

17 B. Monthly Activity Reports - SUBRECIPIENT shall submit to COUNTY by the
18 tenth (10th) of each month, activity reports for the previous month. SUBRECIPIENT shall also furnish
19 to COUNTY such statements, receipts, reports, data, support documentation and other information as
20 COUNTY may request pertaining to matters covered by this Agreement. Said support documentation
21 must indicate the line item budget account number to which the cost is charged. In the event that
22 SUBRECIPIENT fails to provide such reports or other information required hereunder, it shall be
23 deemed sufficient cause for COUNTY to withhold monthly payments until there is compliance. In
24 addition, SUBRECIPIENT shall provide written notification and explanation to COUNTY of any
25 funds received from another source to conduct the same services covered by this Agreement within
26 five (5) days of the receipt of such funds. The invoice and monthly activity reports shall be in a form
27 and in such detail as acceptable to COUNTY's Director of Social Services or designee.

28 C. HMIS Data Entry – HMIS entry must be completed the 10th of each month for all

1 services provided the previous month.

2 **29. EVALUATION**

3 COUNTY shall monitor and evaluate the performance of SUBRECIPIENT under this
4 Agreement to determine to the best possible degree the success or failure of the services provided under
5 this Agreement and the adequacy of the program plan identified in Section One (1) and Exhibit A of
6 this Agreement. SUBRECIPIENT shall at any time during business hours, and as often as COUNTY
7 deems necessary, make available for examination, inspection, audit or copying all books and records,
8 pertaining to the goods and services furnished under the terms of this Agreement for the purpose of and
9 not limited to authorized review for fiscal and program audits.

10 **30. NEPOTISM**

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

14 **31. SINGLE AUDIT CLAUSE**

15 SUBRECIPIENT agrees to provide a copy of its audit report, performed in accordance
16 with the requirements of the Single Audit Act of 1984 (31 USC section 7502) and subject to the terms
17 of Office of Management and Budget (OMB) Circulars (A-110, A-122 and A-133), to COUNTY.
18 Such audit shall be delivered to COUNTY's DSS, for review not later than nine (9) months after the
19 close of the SUBRECIPIENT's fiscal year in which the funds supplied through this Agreement are
20 expended and/or received for this program. The audit must include a statement of findings or a
21 statement that there were no findings. If there were negative findings, SUBRECIPIENT must include a
22 corrective action plan signed by an authorized individual. Failure to comply with the Single Audit Act
23 may result in COUNTY performing the necessary audit tasks, or, at COUNTY's option, contracting
24 with a qualified accountant to perform this audit. All audit costs related to this Agreement are the sole
25 responsibility of SUBRECIPIENT who agrees to take corrective action to eliminate any material
26 noncompliance or weakness found as a result of such audit. Audit work performed by COUNTY under
27 this section shall be performed only after written notice to SUBRECIPIENT and billed to
28 SUBRECIPIENT at COUNTY cost as determined by COUNTY's Auditor-Controller/Treasurer-Tax

1 Collector.

2 **32. NOTICES**

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

5 <u>COUNTY</u>	6 <u>SUBRECIPIENT</u>
7 Director, County of Fresno	8 Deputy Regional Director
9 Department of Social Services	10 Turning Point of Central California, Inc.
11 PO BOX 1912	12 1638 L Street
13 Fresno, CA 93718-1912	14 Fresno, CA 93721

15 **33. CHANGE OF LEADERSHIP / MANAGEMENT**

16 Any and all notices between COUNTY and SUBRECIPIENT provided for or permitted
17 under this Agreement or by law, shall be in writing and shall be deemed duly served when personally
18 delivered to one of the parties, or in lieu of such personal service, when deposited in the United States
19 Mail, postage prepaid, addressed to such party.

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

26 **34. GOVERNING LAW**

27 The parties agree, that for the purposes of venue, performance under this Agreement is to
28 be in Fresno County, California.

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

35. ENTIRE AGREEMENT

This Agreement, including all Exhibits, constitutes the entire agreement between
SUBRECIPIENT and COUNTY with respect to the subject matter hereof and supersedes all previous

1 agreement negotiations, proposals, commitments, writings, advertisements, publications, and
2 understandings of any nature whatsoever unless expressly included in this Agreement.

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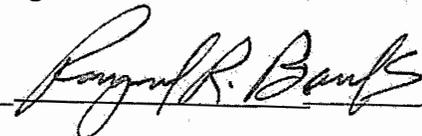
27 ///

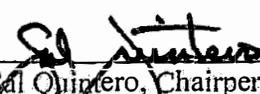
28 ///

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

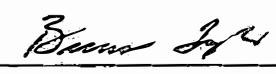
3 **SUBRECIPIENT:**
4 **Turning Point of Central California, Inc.**

COUNTY OF FRESNO

5
6 By 

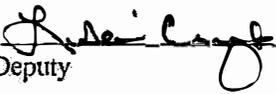
By: 
Sal Quintero, Chairperson of the
Board of Supervisors of the
County of Fresno

7 Print Name: Raymond R. Banks
8 Title: Chief Executive Officer
9 Chairman of the Board, or
10 President, or any Vice President

11
12 By 
13 Print Name: Bruce Tyler

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

14 Title: Chief Financial Officer
15 Secretary (of Corporation), or
16 any Assistant Secretary, or
17 Chief Financial Officer, or
any Assistant Treasurer

By: 
Deputy

18
19 Mailing Address:
20 1638 L Street
21 Fresno, CA 93721
22 (559) 233-2663
23 Contact: Deputy Regional Director

24 For accounting use only:
25 Fund/Subclass: 0001/10000
26 Organization: 56107001
27 Account/Program: 7870/0

28 DEN:cw

SUMMARY OF SERVICES

ORGANIZATION: Turning Point of Central California, Inc. (TPOCC)
ADDRESS: 615 South Atwood Street, Visalia, CA 93277
SERVICE ADDRESS: 1642 L Street, Fresno, CA 93710
TELEPHONE: (559) 233-2663 extension 7310
CONTACTS: Jody Ketcheside, Deputy Regional Director
EMAIL: jketcheside@tpocc.org
SERVICES: Bridge Housing/Emergency Shelter
CONTRACT AMOUNT: July 01, 2018 to June 30, 2019 - \$130,000
July 01, 2019 to June 30, 2020 - \$130,000
July 01, 2020 to June 30, 2021 - \$130,000

SUMMARY OF SERVICES

TPOCC will operate 30 emergency shelter (bridge housing) beds for those individuals assessed for housing, utilizing the Coordinated Entry System (CES). The goal of the program is to place individuals into safe and secure shelter while acquiring the documentation needed to enter into permanent housing. The provision of this emergency shelter service will ensure that those being assessed for permanent housing are easily located and are receiving the necessary services to be able to access housing in a timely manner. TPOCC will provide shelter, food, case management, 24/7 staff presence, assistance with housing placement, and personal hygiene needs to homeless male and female adults without children within Fresno County.

SUBRECIPIENT RESPONSIBILITIES

Provide shelter services to participants and transportation in the form of tokens for public transportation. Provide 24-hour staff availability.

- Shelter staff will serve as liaisons for the CES matching/community coordinator staff, and make every effort to ensure necessary appointments are made and that the participants are able to attend.
- TPOCC will assist the Fresno Madera Continuum of Care (FMCoC) assigned Housing Navigator with successful transition to housing and provide support for the coordinated access to housing system.
- Utilize the FMCoC CES for all clients served under ESG.

- Comply with all shelter and housing habitability standards as identified in 24 CFR 576.403.
- Keep apprised of and comply with any and all other federal, state, or local ESG shelter regulations.

COUNTY RESPONSIBILITIES

- Meet with TPOCC staff monthly, or as often as needed, for service coordination, problem/issue resolution, information sharing, training, and review and monitoring of services.
- Provide 100% match for ESG funds provided through this contract.

MONTHLY REPORTS AND OUTCOMES

Subrecipient shall provide completed and accurate monthly activity reports to the County of Fresno, in a report format approved by the County by the 10th of each month. The following outcomes are to be met:

- Provide a total of 9,900 available bed days for the use of the homeless, chronically homeless, and/or homeless Veterans per 12 month period.
- Provide a total of 6,435 occupied bed days (65% occupancy rate) for the use of the homeless, chronically homeless, and/or homeless Veterans per 12 month period.
- (70%) of the homeless, chronically homeless, and/or homeless Veterans who access bridge housing annually will end their homelessness by accessing permanent housing within 12 months.

Turning Point of Central California Budget

July 01, 2018- June 30, 2019

Emergency Shelter

PERSONNEL TITLE

*	Residential Client Supervisor	\$	70,000.00
*	Program Director	\$	8,000.00
	Secretary	\$	5,000.00
	Cook	\$	8,000.00
	Subtotal	\$	91,000.00

PAYROLL TAXES

Medicare/FICA	\$	12,000.00
Subtotal	\$	12,000.00

* **FACILITIES**

Utilities	\$	13,000.00
Subtotal	\$	13,000.00

DIRECT CLIENT SERVICES

Food	\$	7,000.00
Household Supplies	\$	2,600.00
Subtotal	\$	9,600.00

Emergency Shelter Subtotal \$ 125,600.00

Administration

FINANCIAL SERVICES EXPENSES

Administrative Costs	\$	4,400.00
Subtotal	\$	4,400.00

Admin Subtotal \$ 4,400.00

TOTAL \$ 130,000.00

*Operational Cost

Turning Point of Central California Budget

July 01, 2019- June 30, 2020

Emergency Shelter

PERSONNEL TITLE

*	Residential Client Supervisor	\$	70,000.00
*	Program Director	\$	8,000.00
	Secretary	\$	5,000.00
	Cook	\$	8,000.00
	Subtotal	\$	91,000.00

PAYROLL TAXES

Medicare/FICA	\$	12,000.00
Subtotal	\$	12,000.00

* FACILITIES

Utilities	\$	13,000.00
Subtotal	\$	13,000.00

DIRECT CLIENT SERVICES

Food	\$	7,000.00
Household Supplies	\$	2,600.00
Subtotal	\$	9,600.00

Emergency Shelter Subtotal \$ 125,600.00

Administration

FINANCIAL SERVICES EXPENSES

Administrative Costs	\$	4,400.00
Subtotal	\$	4,400.00

Admin Subtotal \$ 4,400.00

TOTAL \$ 130,000.00

*Operational Cost

Turning Point of Central California Budget

July 01, 2020- June 30, 2021

Emergency Shelter

PERSONNEL TITLE

*	Residential Client Supervisor	\$	70,000.00
*	Program Director	\$	8,000.00
	Secretary	\$	5,000.00
	Cook	\$	8,000.00
	Subtotal	\$	91,000.00

PAYROLL TAXES

Medicare/FICA	\$	12,000.00
Subtotal	\$	12,000.00

* **FACILITIES**

Utilities	\$	13,000.00
Subtotal	\$	13,000.00

DIRECT CLIENT SERVICES

Food	\$	7,000.00
Household Supplies	\$	2,600.00
Subtotal	\$	9,600.00

Emergency Shelter Subtotal \$ 125,600.00

Administration

FINANCIAL SERVICES EXPENSES

Administrative Costs	\$	4,400.00
Subtotal	\$	4,400.00

Admin Subtotal \$ 4,400.00

TOTAL \$ 130,000.00

*Operational Cost

Self-Dealing Transaction Disclosure Form

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

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

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

INSTRUCTIONS

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

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

Exhibit D

THIRTY PERCENT INCOME LIMITS
STATE: CALIFORNIA

PAGE 10

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

	MEDIAN	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Bakersfield, CA MSA	58700	12550	14350	16150	17900	19350	20800	22200	23650
Chico, CA MSA	60500	12750	14550	16350	18150	19650	21100	22550	24000
El Centro, CA MSA	48200	12550	14350	16150	17900	19350	20800	22200	23650
Fresno, CA MSA	55500	12550	14350	16150	17900	19350	20800	22200	23650
Hanford-Corcoran, CA MSA	55400	12550	14350	16150	17900	19350	20800	22200	23650
Los Angeles-Long Beach-Anaheim, CA MSA									
Santa Ana-Anaheim-Irvine, CA HM	92700	23000	26250	29550	32800	35450	38050	40700	43300
Los Angeles-Long Beach-Glendale,	69300	20350	23250	26150	29050	31400	33700	36050	38350
Madera, CA MSA	55200	12550	14350	16150	17900	19350	20800	22200	23650
Merced, CA MSA	48200	12550	14350	16150	17900	19350	20800	22200	23650
Modesto, CA MSA	60700	12750	14600	16400	18200	19700	21150	22600	24050
Napa, CA MSA	88500	19300	22050	24800	27550	29800	32000	34200	36400
Oxnard-Thousand Oaks-Ventura, CA	96000	21300	24350	27400	30400	32850	35300	37700	40150
Redding, CA MSA	61400	12900	14750	16600	18400	19900	21350	22850	24300
Riverside-San Bernardino-Ontario	65800	14150	16200	18200	20200	21850	23450	25050	26700
Sacramento-Roseville-Arden-Arcade, CA MS									
Sacramento--Roseville--Arden-Arc	80100	16850	19250	21650	24050	26000	27900	29850	31750
Yolo, CA HMFA	85100	17500	20000	22500	24950	26950	28950	30950	32950
Salinas, CA MSA	69100	17550	20050	22550	25050	27100	29100	31100	33100
San Diego-Carlsbad, CA MSA	81800	20450	23400	26300	29200	31550	33900	36250	38550
San Francisco-Oakland-Hayward, CA MSA									
Oakland-Fremont, CA HMFA	104400	24400	27900	31400	34850	37650	40450	43250	46050
San Francisco, CA HMFA	118400	30800	35200	39600	44000	47550	51050	54600	58100
San Jose-Sunnyvale-Santa Clara, CA MSA									
San Benito County, CA HMFA	79800	19600	22400	25200	27950	30200	32450	34700	36900
San Jose-Sunnyvale-Santa Clara,	125200	27950	31950	35950	39900	43100	46300	49500	52700
San Luis Obispo-Paso Robles-Arro	80600	17500	20000	22500	24950	26950	28950	30950	32950

U.S. Department of Housing and Urban Development. April 2018. ESG Income Limits.
Retrieved from <http://www.hudexchange.info/resource/5079/esg-income-limits/>