

AMENDMENT No. 2 TO AGREEMENT

THIS AMENDMENT No. 2, hereinafter referred to as Amendment, is made and entered into this 20th day of June, 2023, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and WestCare California, Inc., a California Non-Profit Corporation, whose address is 1900 N. Gateway Blvd., Suite 100, Fresno, CA 93727, hereinafter referred to as "SUBRECIPIENT."

RECITALS:

- A. The parties entered into that certain Agreement, identified as COUNTY Agreement No. 19-259, effective June 4, 2019, and COUNTY's Amendment No. 1, identified as Agreement No. 21-489, effective November 16, 2021, hereinafter referred to collectively as COUNTY's Agreement No. 21-489, for coordinated homeless services for COUNTY's Departments of Social Services (DSS); and
- B. COUNTY issued Request for Proposal (RFP) No. 19-053 for diversion services within the County of Fresno and County of Madera; and
- C. SUBRECIPIENT responded to said RFP and was selected to provide services in accordance with the RFP and SUBRECIPIENT's submitted response; and
- D. The Fresno Madera Continuum of Care (FMCoC), continues to have a need for coordinated homeless services to address the homelessness crisis through the Counties of Fresno and Madera; and
- E. Both parties now desire to amend Agreement No. 21-489 regarding changes as stated below.

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

- 1. That the existing COUNTY Agreement No. 19-259, Page One (1), Section One (1) beginning with Line Twenty-One (21), with the number "1" and ending on Page Three (3), Line Twelve (12) with the word "DSS", as amended by Amendment No. 1, Page Two (2), Line Four (4), beginning with the number "1" and ending on Page Four (4), Line Twelve (12), with the word "DSS", be deleted and the following inserted into its place:

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1 **“1. OBLIGATIONS**

2 A. SUBRECIPIENT shall perform all services set forth in Revised Exhibit A-1,
3 Summary of Services, attached hereto and by this reference incorporated herein.

4 B. SUBRECIPIENT shall provide services pursuant to the staffing pattern and
5 program expense detailed in Revised Exhibit B-1, Budget Summary, attached hereto and by this
6 reference incorporated herein.

7 C. SUBRECIPIENT shall maintain membership in good standing in the FMCoC and
8 prioritize program participants through the FMCoC Coordinated Entry System (CES) in consultation
9 with participating CES agencies throughout the term of this Agreement, as described in Revised
10 Exhibit A-1. If, for any reason, this status is not maintained, the COUNTY may terminate this
11 Agreement pursuant to Section (3) of this Agreement.

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

20 1) Perform the work in accordance with Federal, State, and Local housing
21 and building codes, as applicable.

22 2) Maintain at least the minimum State-required worker’s compensation for
23 those employees who will perform the work or any part of it.

24 3) Maintain, as required by law, unemployment insurance, disability
25 insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or
26 corporation who may be injured or damaged by the SUBRECIPIENT or any Subcontractor in
27 performing the work or any part of it.

28 4) Agree to include all the terms of this Agreement and Exhibit C in each

1 subcontract.

2 F. COUNTY, as the Administrative Entity for CESH grant funds awarded to
3 FMCoC, has entered into an agreement with the State of California for CESH funding (Agreement No.
4 19-452), a copy of which is attached hereto as Exhibit D and is incorporated herein by this reference.
5 Services provided by SUBRECIPIENT under this Agreement shall be funded in part with CESH
6 funding allocated to the COUNTY and, therefore, SUBRECIPIENT shall be aware of, agree to, and
7 comply with all State requirements governing the use of CESH funds; and all conditions in Exhibit D.
8 Failure to comply with these requirements and conditions may result in termination of this Agreement
9 pursuant to Section Three (3) of this Agreement.

10 G. COUNTY has entered into an agreement for HHAP-1 grant funds awarded to
11 COUNTY with the State of California HHAP funding (Agreement No. 20-HHAP-00096), a copy of
12 which is attached hereto as Exhibit E and is incorporate herein by this reference. Services provided
13 by SUBRECIPIENT under this Agreement shall be funded in part with HHAP funding allocated to the
14 COUNTY and, therefore, SUBRECIPIENT shall be aware of, agree to, and comply with all State
15 requirements governing the use of HHAP funds; and all conditions in Exhibit E. Failure to comply with
16 these requirements and conditions may results in termination of this Agreement pursuant to Section
17 Three (3) of this Agreement.

18 H. COUNTY, as the Administrative Entity for HHAP-1 grant funds awarded to
19 FMCoC, has entered into an agreement with the State of California for HHAP funding (Agreement No.
20 20-HHAP-00097), a copy of which is attached hereto as Exhibit F and is incorporated herein by this
21 reference. Services provided by SUBRECPIENT under this Agreement shall be funded with HHAP
22 funding and, therefore, SUBRECIPIENT shall be aware of, agree to, and comply with all State
23 requirements governing the use of HHAP funds; and all conditions in Exhibit F. Failure to comply with
24 these requirements and conditions may results in termination of this Agreement pursuant to Section
25 Three (3) of this Agreement.

26 I. COUNTY, as the Administrative Entity for HHAP-3 grant funds awarded to
27 COUNTY and the FMCoC as a joint applicant, has entered into an agreement with the State of
28 California (Agreement No. 22-HHAP-10015), a copy of which is attached as Revised Exhibit G and is

1 incorporated herein by this reference. Services provided by SUBRECIPIENT under this Agreement
2 shall be funded, in part, with HHAP funding allocated to the COUNTY and the FMCoC, and therefore,
3 SUBRECIPIENT shall be aware of, agree to, and comply with all applicable State requirements
4 governing the use of HHAP funds; and all conditions in Revised Exhibit G. Failure to comply with
5 these requirements and conditions may result in termination of this Agreement pursuant to Section
6 Three (3) of this Agreement.”

7 2. That the existing COUNTY Agreement No. 19-259, Page Three (3), Section Two (2)
8 beginning with Line Thirteen (13), with the number “2” and ending on Page Three (3), Line Fifteen
9 (15) with the year “2021”, as amended by Amendment No. 1, Page Four (4), Line Sixteen (16),
10 beginning with the number “2” and ending on Page Four (4), Line Eighteen (18) with the year “2023”,
11 be deleted and the following inserted in its place:

12 **“2. TERM**

13 This Agreement shall be effective on the 4th of June 2019, through and including June
14 30, 2024.”

15 3. That the existing COUNTY Agreement No. 19-259, Page Four (4), Section Four (4),
16 beginning with Line Ten (10), with the number “4” and ending on Page Five (5), Line Ten (10) with the
17 word “Agreement,” as amended by Amendment No. 1, Page Four (4), Line Twenty-Two (22),
18 beginning with the number “4” and ending on Page Five (5), Line Twenty-Eight (28) with the word
19 “Agreement”, be deleted and the following inserted in its place:

20 **“4. COMPENSATION**

21 For actual services provided pursuant to the terms of this Agreement, COUNTY agrees
22 to pay SUBRECIPIENT and SUBRECIPIENT agrees to receive compensation in accordance with
23 Revised Exhibit B-1, Budget Summary. Mandated travel shall be reimbursed based on actual
24 expenditures and milage reimbursement shall be at SUBRECIPIENT’s adopted rate per mile, not to
25 exceed the IRS published rate.

26 In no event shall the cumulative total of this Agreement exceed Two Million, Two
27 Hundred Sixty-One Thousand, Nine Hundred Fifty and No/100 Dollars (\$2,261,950). For the period of
28 June 4, 2019, to May 31, 2021, in no event shall services performed under this Agreement exceed
One Million

1 and No/100 Dollars (\$1,000,000). For the period of June 1, 2021, to November 30, 2021, in no event
2 shall services performed under this Agreement exceed Two Hundred Thousand and No/100 Dollars
3 (\$200,000). For the period of December 1, 2021, to November 20, 2022, in no event shall services
4 performed under this Agreement exceed Four Hundred Two Thousand and No/100 Dollars
5 (\$402,000). For the period of December 1, 2022, to November 30, 2023, in no event shall services
6 performed under this Agreement exceed Four Hundred Two Thousand and No/100 Dollars
7 (\$402,000). For the period of December 1, 2023, to June 30, 2024, in no event shall services
8 performed under this Agreement exceed Two Hundred Fifty-Seven Thousand, Nine Hundred Fifty and
9 No/100 Dollars (\$257,950). Payments by COUNTY shall be in arrears, for services provided during the
10 preceding month, within forty-five days (45) after receipt, verification, and approval of
11 SUBRECIPIENT's invoices by COUNTY.

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

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

24 The services provided by the SUBRECIPIENT under this Agreement are funded in
25 whole or in part by the State of California and the United States Federal government. In the event that
26 funding for these services is delayed by the State Controller or the Federal government, COUNTY
27 may defer payment to SUBRECIPIENT. The amount of the deferred payment shall not exceed the
28 amount of funding delayed to the COUNTY. The period of the time of the deferral by COUNTY shall

1 not exceed the period of time of the State Controller's or Federal government's delay of payment to
2 COUNTY plus forty-five (45) days."

3 5. That all references in existing COUNTY Agreement No. 21-489 to Revised Exhibit A
4 shall be changed to read "Revised Exhibit A-1," where appropriate, which is attached hereto and
5 incorporated herein by this reference.

6 6. That all references in existing COUNTY Agreement No. 21-489 to Revised Exhibit B
7 shall be changed to read "Revised Exhibit B-1," where appropriate, which is attached hereto and
8 incorporated herein by this reference.

9 7. That all references in existing COUNTY Agreement No. 21-489 to Exhibit G (Self-
10 Dealing Transaction Disclosure Form) shall be changed to read "Exhibit H", which is attached hereto
11 and incorporated herein by this reference.

12 8. When both parties have signed this Amendment No. 2, the Agreement, Amendment No.
13 1, and this Amendment No. 2 together constitute the Agreement.

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

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

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

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

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

26 b. Each electronic signature affixed or attached to this Amendment No. 2 (1) is
27 deemed equivalent to a valid original handwritten signature of the person signing this Amendment
28 No. 2 for all purposes, including but not limited to evidentiary proof in any administrative or judicial

1 proceeding, and (2) has the same force and effect as the valid original handwritten signature of that
2 person.

3 c. The provisions of this section satisfy the requirements of Civil Code section
4 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title
5 2.5, beginning with Section 1633.1).

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

9 e. This Amendment No. 2 is not conditioned upon the parties conducting the
10 transactions under it by electronic means and either party may sign this Agreement with an original
11 handwritten signature.

12 11. COUNTY and SUBRECIPIENT agree that this Amendment No. 2 is sufficient to amend
13 Agreement No. 21-489 and, that upon execution of this Amendment No. 2, the original Agreement,
14 Amendment No. 1, and this Amendment No. 2, shall together be considered the Agreement.

15 12. The Agreement, as hereby amended, is ratified, and continued. All provisions, terms,
16 covenants, conditions, and promises contained in this Agreement not amended herein shall remain in
17 full force and effect. This Amendment No. 2 shall become effective upon execution on the day first
18 written hereinabove.

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1 The parties are executing this Amendment No. 2 to Agreement No. 21-489 on the date stated in the
2 introductory clause.

3 **SUBRECIPIENT:**
4 **WestCare California, Inc.**

COUNTY OF FRESNO

5 By: Shawn Jenkins

Sal Quintero
6 Sal Quintero, Chairman of the Board of
7 Supervisors of the County of Fresno

8 Print Name: Shawn Jenkins

9 Title: COO
10 Chairman of the Board, or
11 President, or any Vice President

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

12 Attesting to authority to
13 execute pursuant to
14 Resolution WCCA 2023-02
15 By: [Signature] 05/03/2023

15 Print Name: Jill Harjo

By: Alexandria Vicini, Deputy

16 Title: Corporate Secretary
17 Secretary (of Corporation), or
18 any Assistant Secretary, or
19 Chief Financial Officer, or
20 any Assistant Treasurer

21 Mailing Address:
22 1900 N. Gateway Blvd., Suite 100,
23 Fresno, CA 93727
24 Phone No.: (559) 251-4800
25 Contact: Deputy Chief Operating Officer

26 Fund/Subclass: 0001/10000
27 Organization: 56107114
28 Account/Program: 7870/0

SB: ynv

SUMMARY OF SERVICES

ORGANIZATION:	WestCare California, Inc.
ADDRESS:	1900 N. Gateway Blvd., Suite 100, Fresno, CA 93727
TELEPHONE:	(559) 251-4800
CONTACT:	Shawn Jenkins, Deputy Chief Operating Officer
EMAIL:	shawn.jenkins@Westcare.com
CONTRACT:	Diversion Services
CONTRACT TERM:	June 4, 2019, to June 30, 2024
CONTRACT AMOUNT:	\$ 2,261,950

SUMMARY OF SERVICES

WestCare California, Inc. (WestCare) shall provide Diversion services in Fresno and Madera Counties. Diversion is a strategy that prevents homelessness for people seeking shelter by empowering them to identify immediate alternate housing arrangements and, if necessary, connects them with services and financial assistance to help them return to permanent housing. The Diversion program will employ creative strategies, structured problem solving, and support for households in crisis to resolve their current housing crisis. Diversion services shall be offered in coordination with other complementary services, as part of the path from homelessness to permanent housing stability.

TARGET POPULATION

The target population of Diversion services is individuals or families that are experiencing homelessness or are at imminent risk of homelessness in Fresno and Madera Counties.

DIVERSION SERVICES

1. Short-Term Case Management: WestCare Diversion specialists will engage clients seeking shelter in problem-solving conversations to identify safe alternatives to shelter, based on the client's own available resources rather than those of the homeless services system. Case management will be both strengths-based and client-driven. Diversion specialists will provide connection to community resources and service options including assessing housing and service needs; Diversion specialists will arrange, coordinate, and monitor the delivery of individualized services. Diversion specialists will follow up with participants 30 days following exit from the program. Although financial assistance cannot be provided at follow-up, the Diversion specialist may make additional referrals to mainstream services. If no realistic options for safe housing emerge through the Diversion conversation, clients will proceed with the standard Coordinated Entry or emergency shelter process and will be assessed for deeper interventions. For those

fleeing domestic violence, the Diversion process is bypassed, and they will be referred to appropriate services, including shelter.

2. Financial Assistance: Provide discretionary, one-time financial assistance to remove immediate barriers to obtaining safe housing or to ease the transition out of homelessness. Expenditures may include: rental payments, utility payments, security/utility deposits, background checks, moving expenses, landlord fees, transportation, job certification and licenses, work supplies, or interpreter services, and any other reasonable expenditures necessary to avoid prolonged periods of homelessness and shelter stays. Not all households receiving Diversion services will require financial assistance to be connected to a successful exit from the program.
3. Housing Search and Placement: Provide services and activities necessary to assist program participants in locating, obtaining, and retaining safe permanent housing. Services may include: generating housing leads for households by leveraging their existing relationships with landlords; assessment of housing barriers, participant needs and preferences; development of a housing action plan; landlord outreach and negotiation; assistance with submitting rental applications and understanding leases; assessment of housing for compliance with habitability, lead-based paint, and rent reasonableness requirements; assistance with setting up utilities and making moving arrangement; and tenant counseling.
4. Mediation or Conflict Resolution: WestCare Diversion specialists will provide mediation between the program participant and the landlord, relatives, or person(s) who may be able to offer appropriate permanent housing or assist the program participant in quickly returning to the permanent housing they recently lost.
5. Connection to Community Resources: Connect clients with community resources and service options, including legal services, health care, vocational assistance, transportation, childcare, and other forms of assistance.
6. Diversion Training: Provide training to the Fresno Madera Continuum of Care (FMCoC) to enhance the coordination between agencies and to ensure Diversion practices are uniformly applied at all Coordinated Entry System (CES) points of contact. Diversion training opportunities will be provided at least once quarterly to organizations and staff that serve as FMCoC approved access points or assessment sites. WestCare will serve as the lead for coordinating training for FMCoC members related to Diversion strategies and pre-screening procedures. This will include consulting with the FMCoC regarding training topics and the number of trainings required each year.

SUBRECIPIENT RESPONSIBILITIES

WestCare shall:

- Provide annual Civil Rights training to their staff in the beginning of every calendar year and will provide relevant proof to the County of Fresno by April 1.
- Provide Diversion services described above to individuals and families at the “front door” of Triage Center and Access site locations as well as clients referred through the FMCoC’s CES.
- Co-locate Diversion services at Triage Center locations in Metro Fresno or Metro Madera with thirty (30) or more emergency shelter beds.

- Assess all clients referred for Diversion services for eligibility to program services using criteria, including but not limited to: literal homelessness, current housing situation, available housing options and resources, and household income.
- Offer mobile Diversion services, which may include tele- or videoconferencing. Diversion specialists must be available to travel to and serve both metro and rural areas of Fresno and Madera Counties.
- Prioritize program participants through the FMCoC CES in consultation with participating CES agencies.
- WestCare must be responsive to requests for Diversion services from other homeless service providers. Households that have been identified by Triage Center staff as potential candidates for Diversion services will be referred to the WestCare Diversion program for assessment.
- Enter participant data into the Homeless Management Information System (HMIS) in order to comply with HEAP, CESH, HHAP, and HUD data collection, management, and reporting standards.

PERFORMANCE MEASUREMENTS AND OUTCOMES

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

WestCare shall meet the following outcomes:

- Provide Diversion services to a minimum of 300 participants per each 12-month period of the 54-month contract period. *175 participants for the 7-month term. A minimum of 1,350 participants will be served for the entire contract period.
- A minimum of 50% of participants will be connected to appropriate permanent housing.
- Provide direct financial assistance to a maximum of 150 participants per each 12-month period of the 54-month contract period.
- Diversion program participants will attain a successful exit from the program within 60 days.
- Provide Diversion training to FMCoC members at least once quarterly. All FMCoC members will be offered Diversion training during the contract term.

BUDGET SUMMARY

ORGANIZATION: WestCare California, Inc.
SERVICES: Diversion Services Program
CONTRACT TERM: June 4, 2019, to May 31, 2021
CONTRACT AMOUNT: \$1,000,000

Budget Categories	Amount
Personnel	
Salaries 3 FTE Diversion Specialists	
Payroll Taxes	
Benefits	
	Subtotal \$292,963
Services & Supplies	
Case Management	
Housing Search and Placement	
Mediation/Conflict Resolution	
Insurance	
Communication	
Office Expenses	
Equipment	
Travel Costs	
Program Supplies	
Fiscal & Audits	
Training	
	Subtotal \$93,645
Direct Financial Assistance	
Rental Assistance	
Utility Payments	
Security/Utility Deposits	
Moving Costs	
Transportation Costs	
Landlord Fees/Background Checks	
Job Certification and License	
Work Supplies	
Interpreter Services	
	Subtotal \$498,483
Diversion Training and Supplies	
Diversion Training	
Diversion Supplies	
	Subtotal \$24,000
Indirect Costs	
Indirect Costs	
	Subtotal \$90,909
	Total \$1,000,000

BUDGET SUMMARY

ORGANIZATION: WestCare California, Inc.
SERVICES: Diversion Services Program
CONTRACT TERM: June 1, 2021, to November 30, 2021
CONTRACT AMOUNT: \$200,000

Budget Categories	Amount
Personnel	
Salaries 3 FTE Diversion Specialists	
Payroll Taxes	
Benefits	
	Subtotal \$75,116
Services & Supplies	
Case Management	
Housing Search and Placement	
Mediation/Conflict Resolution	
Insurance	
Communication	
Office Expenses	
Equipment	
Travel Costs	
Program Supplies	
Fiscal & Audits	
Training	
	Subtotal \$17,225
Direct Financial Assistance	
Rental Assistance	
Utility Payments	
Security/Utility Deposits	
Moving Costs	
Transportation Costs	
Landlord Fees/Background Checks	
Job Certification and License	
Work Supplies	
Interpreter Services	
	Subtotal \$85,727
Diversion Training and Supplies	
Diversion Training	
Diversion Supplies	
	Subtotal \$3,750
Indirect Costs	
Indirect Costs	
	Subtotal \$18,182
	Total \$200,000

BUDGET SUMMARY

ORGANIZATION: WestCare California, Inc.
SERVICES: Diversion Services Program
CONTRACT TERM: December 1, 2021, to November 30, 2022
CONTRACT AMOUNT: \$402,000

Budget Categories	Amount
Personnel	
Salaries 3 FTE Diversion Specialists	
Payroll Taxes	
Benefits	
	Subtotal \$160,439
Services & Supplies	
Case Management	
Housing Search and Placement	
Mediation/Conflict Resolution	
Insurance	
Communication	
Office Expenses	
Equipment	
Travel Costs	
Program Supplies	
Fiscal & Audits	
Training	
Staff Recruitment	
	Subtotal \$39,466
Direct Financial Assistance	
Rental Assistance	
Utility Payments	
Security/Utility Deposits	
Moving Costs	
Transportation Costs	
Landlord Fees/Background Checks	
Job Certification and License	
Work Supplies	
Interpreter Services	
	Subtotal \$158,800
Diversion Training and Supplies	
Diversion Training	
Diversion Supplies	
	Subtotal \$6,750
Indirect Costs	
Indirect Costs	
	Subtotal \$36,545
	Total \$402,000

BUDGET SUMMARY

ORGANIZATION: WestCare California, Inc.
SERVICES: Diversion Services Program
CONTRACT TERM: December 1, 2022, to November 30, 2023
CONTRACT AMOUNT: \$402,000

Budget Categories	Amount
Personnel	
Salaries 3 FTE Diversion Specialists	
Payroll Taxes	
Benefits	
	Subtotal \$167,954
Services & Supplies	
Case Management	
Housing Search and Placement	
Mediation/Conflict Resolution	
Insurance	
Communication	
Office Expenses	
Equipment	
Travel Costs	
Program Supplies	
Fiscal & Audits	
Training	
Staff Recruitment	
	Subtotal \$38,576
Direct Financial Assistance	
Rental Assistance	
Utility Payments	
Security/Utility Deposits	
Moving Costs	
Transportation Costs	
Landlord Fees/Background Checks	
Job Certification and License	
Work Supplies	
Interpreter Services	
	Subtotal \$153,175
Diversion Training and Supplies	
Diversion Training	
Diversion Supplies	
	Subtotal \$5,750
Indirect Costs	
Indirect Costs	
	Subtotal \$36,545
	Total \$402,000

BUDGET SUMMARY

ORGANIZATION: WestCare California, Inc.
SERVICES: Diversion Services Program
CONTRACT TERM: December 1, 2023, to June 30, 2024
CONTRACT AMOUNT: \$257,950

Budget Categories	Amount
Personnel	
Salaries 3 FTE Diversion Specialists	
Payroll Taxes	
Benefits	
	Subtotal \$111,409
Services & Supplies	
Case Management	
Housing Search and Placement	
Mediation/Conflict Resolution	
Insurance	
Communication	
Office Expenses	
Equipment	
Travel Costs	
Program Supplies	
Fiscal & Audits	
Training	
Staff Recruitment	
	Subtotal \$12,811
Direct Financial Assistance	
Rental Assistance	
Utility Payments	
Security/Utility Deposits	
Moving Costs	
Transportation Costs	
Landlord Fees/Background Checks	
Job Certification and License	
Work Supplies	
Interpreter Services	
	Subtotal \$108,280
Diversion Training and Supplies	
Diversion Training	
Diversion Supplies	
	Subtotal \$2,000
Indirect Costs	
Indirect Costs	
	Subtotal \$23,450
	Total \$257,950

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22-HHAP-10015	PURCHASING AUTHORITY NUMBER (If Applicable) 010725
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

County of Fresno

2. The term of this Agreement is:

START DATE

9/1/2022

THROUGH END DATE

10/1/2026

3. The maximum amount of this Agreement is:

\$1,682,630.50 (One Million Six Hundred Eighty Two Thousand Six Hundred Thirty Dollars and Fifty Cents)

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

Exhibits	Title	Pages
Exhibit A	Authority, Purpose and Scope of Work	8
Exhibit B	Budget Detail and Disbursement Provisions	2
Exhibit C	Homeless Coordinating and Financing Council General Terms and Conditions	8
+ - Exhibit D	Special Terms and Conditions	2
+ - Exhibit E	State of California General Terms and Conditions	1
+ - Exhibit F	Standard Agreement to Apply	5

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

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

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

CONTRACTOR

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

County of Fresno

CONTRACTOR BUSINESS ADDRESS

P.O. Box 1912

CITY

Fresno

STATE

CA

ZIP

93718

PRINTED NAME OF PERSON SIGNING

Brian Pacheco

TITLE

Chairman, County of Fresno Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

2-1-22

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors
County of Fresno, State of California

By 

Deputy

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
22-HHAP-10015PURCHASING AUTHORITY NUMBER (If Applicable)
010725**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTING AGENCY ADDRESS

915 Capitol Mall, Suite 350-A

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lourdes Castro Ramírez

TITLE

Secretary

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

9-1-22

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Standard Agreement
Initial Disbursement Contract for Funds**

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1) Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program Round 3 (“HHAP-3” or “Program”) pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Homeless Coordinating and Financing Council (“HCFC”) in the Business, Consumer Services and Housing Agency (“Agency”). HHAP-3 provides flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous HCFC grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

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

2) Purpose

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

- a) Continue to build regional collaboration between continuums of care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness.
- b) Be paired strategically with other local, state, and federal funds provided to address homelessness in order to achieve maximum impact. Grantees of this funding are encouraged to reference Putting the Funding Pieces Together: Guide



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

- c) Be deployed with the goal of reducing the number of people experiencing homelessness in a given region through investing in long-term solutions, such as permanent housing.
- d) Include the State as an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

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

3) Definitions

The following HHAP-3 program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (r):

- a) “Agency” means the Business, Consumer Services, and Housing Agency.
- b) “Applicant” means a Continuum of Care, city, or county.
- c) “City” means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.
- d) “Continuum of Care” means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.
- e) “Coordinated Entry System” means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.
- f) “Council” means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- g) “Emergency shelter” has the same meaning as defined in subdivision (e) of Section 50801.

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h) “Homeless” has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

i) “Homeless Management Information System” means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term “Homeless Management Information System” also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

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

k) “Homeless youth” means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). “Homeless youth” includes unaccompanied youth who are pregnant or parenting.

l) “Housing First” has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

m) “Jurisdiction” means a city, city that is also a county, county, or Continuum of Care, as defined in this section.

n) “Navigation center” means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

o) “Program” means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

1) “Round 1” of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2019.



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

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

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

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

q) “Recipient” means a jurisdiction that receives funds from the agency for the purposes of the program.

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

Additional definitions for the purposes of the HHAP-3 program:

“Obligate” means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-3 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

“Expended” means all HHAP-3 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

4) Scope of Work

The Scope of Work (“Work”) for this Agreement shall include uses that are consistent with Health and Safety Code (HSC) section 50218.6, subdivision (e), and section 50220.7, subdivisions (a)(4)-(5) & (f), and any other applicable laws.

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

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

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

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

For any remaining funds not spent on the Grantee's homelessness action plan or systems improvement, the Grantee shall expend funds on existing evidence-based programs serving people experiencing homelessness among eligible populations, including any of the following eligible uses:

- a) Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.
- b) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- c) Street outreach to assist persons experiencing homelessness to access permanent housing and services.
- d) Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- e) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- f) Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.
- g) Prevention and shelter diversion to permanent housing, including rental subsidies.



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- h) New navigation centers and emergency shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
- i) The number of available shelter beds in the city, county, or region served by a Continuum of Care.
 - ii) The number of people experiencing unsheltered homelessness in the homeless point-in-time count.
 - iii) Shelter vacancy rate in the summer and winter months.
 - iv) Percentage of exits from emergency shelters to permanent housing solutions.
 - v) A plan to connect residents to permanent housing.
 - vi) Any new interim sheltering funded by HHAP-3 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters.
- i) Improvements to existing emergency shelters to lower barriers and increase privacy.

In addition to the funding use requirements described above, the Grantee's expenditure of its entire HHAP-3 allocation must also comply with the following:

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

5) **Agency Contract Coordinator**

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



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The Representatives during the term of this Agreement will be:

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

All requests to update the Grantee information listed within this Agreement shall be emailed to the HHAP Program's general email box at hhap@bcsh.ca.gov. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6) Effective Date, Term of Agreement, and Deadlines

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

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

7) Special Conditions

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


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

EXHIBIT B

BUDGET DETAIL and DISBURSEMENT PROVISIONS

1) Budget Detail & Changes

The Grantee agrees that HHAP-3 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

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

2) General Conditions Prior to Disbursement

All Grantees must submit the following forms prior to HHAP-3 funds being released:

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

3) Disbursement of Funds

HHAP-3 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Agency, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. This initial disbursement of HHAP-3 funds will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF. Grantee agrees that in order to receive the remaining balance of the allocation awarded to them pursuant HSC § 50218.6(a)(1), Grantee must submit an application that meets the requirements of HSC § 50220.7(b) and this application must be approved by HCFC prior to a second disbursement of funds. Additionally, Grantee will be required to enter into a separate Standard Agreement in order to receive their remaining allocation.


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4) Expenditure of Funds

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

5) Ineligible Costs

HHAP-3 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

HCFC reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-3 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Agency.

An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Grantee.

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

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

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

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

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1) Termination and Sufficiency of Funds

a) Termination of Agreement

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

b) Sufficiency of Funds

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

2) Transfers

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

3) Grantee's Application for Funds

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



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4) Reporting/Audits

a) Reporting Requirements

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

b) Auditing

Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-3 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

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

5) Inspection and Retention of Records

a) Record Inspection

HCFC or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCFC, or its designee, with any relevant information requested. The Grantee agrees to give HCFC or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP-3 program guidance document published on the website, and this Agreement.


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In accordance with Health and Safety Code section 50220.7, subdivision (m), if upon inspection of records HCFC identifies noncompliance with grant requirements. HCFC retains the right to impose a corrective action plan on the Grantee.

b) Record Retention

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

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

6) Breach and Remedies

a) Breach of Agreement

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

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

b) Remedies for Breach of Agreement

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

- i) Bar the Grantee from applying for future HHAP funds;
- ii) Revoke any other existing HHAP-3 award(s) to the Grantee;
- iii) Require the return of any unexpended HHAP-3 funds disbursed under this Agreement;
- iv) Require repayment of HHAP-3 funds disbursed and expended under this Agreement;
- v) Require the immediate return to Agency of all funds derived from the use of HHAP-3 funds
- vi) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-3 requirements.

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


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- d) Agency may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

7) Waivers

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

8) Nondiscrimination

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

9) Conflict of Interest

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

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable

statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

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

10) Drug-Free Workplace Certification

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

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


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

11) Child Support Compliance Act

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

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

12) Special Conditions – Grantees/Subgrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of

this Agreement and the applicable State requirements governing the use of HHAP-3 funds. Failure to comply with these conditions may result in termination of this Agreement.

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

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

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-3 program, the Grantee, its subrecipients, and all eligible activities.

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

14) Inspections

- a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b) HCFC reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.



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- c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) Litigation

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

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- 1) All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-3 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-3 funds, must be used for HHAP-3-eligible activities and reported on as required by Agency.
- 2) Per Health and Safety Code Section 50220.7 (g), any housing-related activities funded with HHAP-3 funds, including but not limited to emergency shelter (per HSC § 50220.7(e)(8)(F)), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-3 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.
- 3) Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-3-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-3 funding (e.g., by creating appropriate HHAP-3-specific funding sources and project codes in HMIS).
- 4) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide

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Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

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



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

Standard Agreement

EXHIBIT E

STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

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

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

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

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

Standard Agreement

EXHIBIT F

STANDARD AGREEMENT TO APPLY



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

HHAP-3 funding is provided pursuant to Health & Safety Code 50220.7(a) and requires all eligible applicants to submit this Standard Agreement to Apply no later than **5:00pm on October 15, 2021**. In this agreement, applicants must indicate whether they intend to apply for HHAP-3 funding jointly with an overlapping jurisdiction or apply as an individual entity. For any eligible applicant who does not submit an agreement by the deadline, HCFC may choose to re-allocate the applicant's allocation to an overlapping jurisdiction¹.

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

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

APPLICATION SUBMISSION INFORMATION

ALL APPLICANTS:

Eligible Applicant Jurisdiction

Large City: _____ County: County of Fresno

Continuum of Care: _____ CoC Number: _____

Administrative Entity: County of Fresno

Contact Person: Laura Moreno

Title: Program Manager

Contact Phone Number: 559-600-2335

Contact Email Address: lhaga@fresnocountyca.gov

Individual or Joint Application Designation:

_____ will submit **an individual** application for HHAP-3 funding

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

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

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

JOINT APPLICANTS ONLY:

Fund Disbursement/Contract Execution

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

Administrative Entity:

CoC Large City County

Name of Applicant: County of Fresno

Joint Applicants agree to the following:

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

HHAP-3 APPLICATION REQUIREMENTS

Application Requirements – ALL APPLICANTS:

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

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

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

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

(A) Capacity building and workforce development for service providers within the jurisdiction, including removing barriers to contracting with culturally specific service providers and building capacity of providers to administer culturally specific services.

(B) Funding existing evidence-based programs serving people experiencing homelessness.

(C) Investing in data systems to meet reporting requirements or strengthen the recipient's Homeless Management Information System.

(D) Improving homeless point-in-time counts.

(E) Improving coordinated entry systems to eliminate racial bias or to create a youth-specific coordinated entry system.

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

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

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

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

FORM CONTINUES ON PAGE 4

HHAP-3 GRANTEE AWARD DISBURSEMENT INFORMATION

ALL APPLICANTS:

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

Administrative Entity/Contracting Agency Name

County of Fresno

Administrative Entity/Contracting Agency Business Address

P.O. Box 1912, Fresno, CA 93718

Contract Manager Name

Laura Moreno

Contract Manager Email Address

lhaga@fresnocountyca.gov

Contract Manager Phone Number

559-600-2335

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

County of Fresno

P.O. Box 24055, Fresno, CA 93779

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

Select one:

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

Select one:

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

CERTIFICATION

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

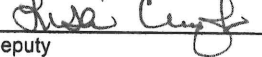
Steve Brandau, Chairman, County of Fresno Board of Supervisors

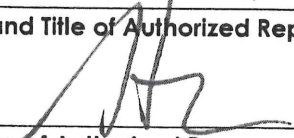
Name and Title of Authorized Representative

Signature of Authorized Representative

ATTEST:

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

By 
Deputy


Date October 5, 2021

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:	