

**AGREEMENT**

This Agreement is made and entered into this 24<sup>th</sup> day of February 2015, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and each contractor listed in Exhibit A-1, attached hereto and by this reference incorporated herein, and collectively hereinafter referred to as "CONTRACTOR," and any such additional contractors as may, from time to time during the term of this Agreement, be added by COUNTY. Reference in this Agreement to party or parties shall be understood to refer to COUNTY and each individual CONTRACTOR unless otherwise specified.

**WITNESSETH:**

WHEREAS, COUNTY, through its Department of Social Services (DSS) has received 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 provision 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 homeless people who are in need of rapid re-housing activities; and

WHEREAS, CONTRACTOR has the capacity and staff to provide Rapid Re-Housing financial assistance services for Fresno County residents.

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

**1. SERVICES**

A. Upon signature of Exhibit A-2, the Agreement Signature Page by both CONTRACTOR and COUNTY's DSS Director or designee, CONTRACTOR shall be added to this Agreement in accordance to Section Twelve (12) of this Agreement. Once a CONTRACTOR is added to this Agreement CONTRACTOR shall be eligible to provide the services described in Exhibit B, Summary of Services. CONTRACTOR shall not provide services or be reimbursed for activities, services, or assistance provided prior to the date signed by the COUNTY's DSS Director or designee.

B. CONTRACTOR shall provide services identified in the "Summary of Services,"

1 Exhibit B, attached hereto and by this reference incorporated herein.

2 C. CONTRACTOR shall fulfill all requirements included in the "General  
3 Requirements" identified in Exhibit B, page two (2), Summary of Services.

4 D. CONTRACTOR warrants that it possesses all licenses and certificates required  
5 by local, State of California and / or Federal laws and regulations for the conduct of its business and  
6 shall operate its business in accordance with all applicable laws and regulations. CONTRACTOR  
7 further warrants that all of its personnel performing services under this Agreement shall be licensed  
8 and certified where required, to lawfully perform their duties and shall maintain such licensure and  
9 certifications throughout the term of this Agreement.

10 E. CONTRACTOR shall maintain copies of all licenses and certifications noted  
11 above and shall allow COUNTY DSS staff to review the documents upon request.

12 **2. TERM**

13 This Agreement shall become effective February 24, 2015 and shall terminate on the  
14 30<sup>th</sup> day of June, 2017.

15 Each CONTRACTOR added to this Agreement after the execution of this Agreement by  
16 all parties shall become part of the Agreement, effective upon the date executed, by the  
17 CONTRACTOR's Signature Page being received and approved by the COUNTY's DSS Director or  
18 designee, as set for in Section 1.B and Section Twelve (12) of this Agreement.

19 The June 30, 2017 termination date specified herein shall be the termination date for all  
20 CONTRACTORS, regardless of when CONTRACTOR is added to this Agreement.

21 **3. TERMINATION**

22 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be  
23 provided thereunder, are contingent on the approval of funds by the appropriating government agency.  
24 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
25 terminated at any time by giving one (1) or more CONTRACTORS thirty (30) days advance written  
26 notice.

27 B. Breach of Contract - The COUNTY may immediately suspend or terminate this  
28 Agreement in whole or in part, as to one (1) or more CONTRACTORS, where in the determination of

1 the COUNTY there is:

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

6 In no event shall any payment by the COUNTY constitute a waiver by the  
7 COUNTY of any breach of this Agreement or any default which may then exist on the part of the  
8 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the  
9 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the  
10 CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under  
11 this Agreement, which in the judgment of the COUNTY were not expended in accordance with the  
12 terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand or,  
13 at the COUNTY's option, such repayment shall be deducted from future payments owing to  
14 CONTRACTOR under this Agreement.

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

19 **4. COMPENSATION**

20 For Rapid Rehousing financial assistance services, identified on Page Two (2) and Three  
21 (3) of Exhibit B, COUNTY's DSS agrees to pay CONTRACTOR and CONTRACTOR agrees to  
22 receive compensation based on actual expenditures in accordance with Exhibit B, Page Four (4)  
23 "Compensation". CONTRACTOR must match contract amount dollar for dollar as required in 24  
24 CFR 576.201.

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

27 In no event shall all services performed under this Agreement be in excess of One  
28 Hundred Fifteen Thousand Two Hundred Forty and 00/100 Dollars (\$115,240.00) during the term

1 February 24, 2015 through June 30, 2017. It is understood that all expenses incidental to  
2 CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR.  
3

4 Payments by COUNTY shall be in arrears, for services provided during the preceding  
5 month, within forty-five (45) days after receipt, verification and approval of CONTRACTOR's  
6 invoices by COUNTY's DSS. If CONTRACTOR should fail to comply with any provision of this  
7 Agreement, COUNTY shall be relieved of its obligation for further compensation. All final claims  
8 and / or any final budget modification requests shall be submitted by CONTRACTOR within thirty  
9 (30) days following the final month of service for which payment is claimed. No action shall be taken  
10 by COUNTY on claims submitted beyond the thirty (30) day closeout period. Any compensation  
11 which is not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement  
12 shall automatically revert to COUNTY.

13 CONTRACTOR agrees to limit administrative cost to a maximum of 15% of the total  
14 program budget and to limit employee benefits to a maximum of 20% of total salaries for those  
15 employees working under this Agreement during the term of this Agreement. Payment shall be made  
16 upon certification or other proof satisfactory to COUNTY's DSS that services have actually been  
17 performed by CONTRACTOR as specified in this Agreement.

18 **5. INVOICING**

19 CONTRACTOR shall invoice COUNTY in arrears by the tenth (10<sup>th</sup>) of each month for  
20 actual expenses incurred and services rendered in the previous month to:

21 DSSInvoices@co.fresno.ca.us.

22 Supporting documentation required by COUNTY's DSS shall accompany the invoice,  
23 reflecting services supported by the invoiced expenditures and be in a form and in such detail as  
24 acceptable to COUNTY's DSS. No reimbursement for services shall be made until invoices, reports  
25 and outcomes are received and reviewed by COUNTY's DSS.

26 At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is  
27 otherwise not in proper form or substance, COUNTY's DSS Director or designee shall have the right  
28 to withhold payment as to only that portion of the invoice that is incorrect or improper after five (5)

1 days prior written notice to CONTRACTOR. CONTRACTOR agrees to continue to provide services  
2 for a period of ninety (90) days after notification of an incorrect or improper invoice. If after the  
3 ninety (90) day period the invoice(s) is still not corrected to COUNTY's DSS satisfaction,  
4 COUNTY's DSS Director or designee may elect to terminate this Agreement, pursuant to the  
5 termination provisions stated in Paragraph Three (3) of this Agreement. In addition, for invoices  
6 received thirty (30) days after the expiration of each term of this Agreement or termination of this  
7 Agreement, at the discretion of COUNTY's DSS Director or designee, COUNTY's DSS shall have  
8 the right to deny payment of any additional invoices received.

9 **6. INDEPENDENT CONTRACTOR**

10 In performance of the work, duties, and obligations assumed by CONTRACTOR under  
11 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of  
12 CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an  
13 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,  
14 employee, joint venture, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no  
15 right to control or supervise or direct the manner or method by which CONTRACTOR shall perform  
16 its work and function. However, COUNTY shall retain the right to administer this Agreement so as to  
17 verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions  
18 thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the  
19 rules and regulations, if any, of governmental authorities having jurisdiction over matters which are  
20 directly or indirectly the subject of this Agreement.

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

1           **7. MODIFICATION**

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

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

10           **8. NON-ASSIGNMENT**

11           Neither party shall assign or transfer this Agreement nor their rights or duties under this  
12 Agreement without the prior written consent of the other party.

13           **9. SUBCONTRACTS**

14           Any transferee, assignee, or subcontractor will be subject to all applicable provisions of  
15 this Agreement, and all applicable State and Federal regulations. CONTRACTOR shall be held  
16 primarily responsible by COUNTY for the performance of any transferee, assignee, or subcontractor  
17 unless otherwise expressly agreed to in writing by COUNTY's DSS Director or designee. The use of  
18 subcontractors by CONTRACTOR shall not entitle CONTRACTOR to any additional compensation  
19 that is provided for under this Agreement.

20           **10. HOLD-HARMLESS**

21           CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,  
22 defend the COUNTY, its officers, agents and employees from any and all costs and expenses,  
23 including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to  
24 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers,  
25 agents or employees under this Agreement, and from any and all costs and expenses, including  
26 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any  
27 person, firm or corporation who may be injured or damaged by the performance, or failure to perform,  
28 of CONTRACTOR, its officers, agents or employees under this Agreement. In addition,

1 CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and/or local audit  
2 exceptions resulting from noncompliance herein on the part of the CONTRACTOR.

3 **11. INSURANCE**

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

7 A. Commercial General Liability

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

13 B. Automobile Liability

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

19 C. Professional Liability

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

22 D. Worker's Compensation

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

25 CONTRACTOR shall obtain endorsements to the Commercial General Liability  
26 insurance naming the County of Fresno, its officers, agents, and employees, individually and  
27 collectively, as additional insured, but only insofar as the operations under this Agreement are  
28 concerned. Such coverage for additional insured shall apply as primary insurance and any other

1 insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees shall be  
2 excess only and not contributing with insurance provided under the CONTRACTOR's policies herein.  
3 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance  
4 written notice given to COUNTY.

5 At the time the CONTRACTOR is added to this Agreement, CONTRACTOR shall  
6 provide certificates of insurance and endorsements as stated above for all of the foregoing policies, as  
7 required herein, to the County of Fresno, DSS, P.O. BOX 1912, Fresno, California, 93718-1912,  
8 Attention: Contracts, stating that such insurance coverages have been obtained and are in full force;  
9 that the County of Fresno, its officers, agents and employees will not be responsible for any premiums  
10 on the policies; that such Commercial General Liability insurance names the County of Fresno, its  
11 officers, agents and employees, individually and collectively, as additional insured, but only insofar as  
12 the operations under this Agreement are concerned; that such coverage for additional insured shall  
13 apply as primary insurance and any other insurance, or self-insurance, maintained by the COUNTY,  
14 its officers, agents and employees, shall be excess only and not contributing with insurance provided  
15 under the CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed  
16 without a minimum of thirty (30) days advance, written notice given to COUNTY.

17 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as  
18 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate  
19 this Agreement upon the occurrence of such event. All policies shall be with admitted insurers  
20 licensed to do business in the State of California. Insurance purchased shall be from companies  
21 possessing a current A.M. Best, Inc. rating of A FSC VII or better.

## 22 **12. ADDITIONS / DELETIONS OF CONTRACTOR**

23 COUNTY's DSS Director or designee reserves the right at any time during the term of  
24 this Agreement to add a new CONTRACTOR to those contained in Exhibit A-1, in accordance with  
25 Section 1.B of this Agreement. It is understood any such additions will not affect compensation paid  
26 to other CONTRACTOR's, and therefore such additions may be made by COUNTY's DSS Director  
27 or designee without notice to or approval of other CONTRACTOR's under this Agreement. These  
28 same provisions shall apply to the deletion of any CONTRACTOR contained in Exhibit A-1, except



1 that deletions shall by written mutual agreement between the COUNTY's DSS and the particular  
2 CONTRACTOR to be deleted, or shall be in accordance with Section Three (3) of this Agreement.

3 **13. SEPARATE AGREEMENT**

4 It is mutually understood by the parties that this Agreement does not, in any way, create  
5 a joint venture among the individual CONTRACTORS. By execution of this Agreement,  
6 CONTRACTOR understands that a separate Agreement is formed between each individual  
7 CONTRACTOR and COUNTY.

8 **14. NON-DISCRIMINATION**

9 During the performance of this Agreement CONTRACTOR 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 **15. ESG ELIGIBILITY AND REPORTING REQUIREMENTS**

16 A. CONTRACTOR is required to participate in the Fresno Madera Continuum of Care  
17 (FMCoC). Participation is defined as being a paid member in good standing and maintaining  
18 attendance at a minimum of 75% of all FMCoC Director's meetings. If CONTRACTOR does not  
19 meet the definition of participation within sixty (60) days of entering this Agreement, the Agreement  
20 will be terminated. If at any time CONTRACTOR attendance falls below 75% the Agreement will be  
21 terminated.

22 B. CONTRACTOR must adhere to all ESG Policies and Procedures as outlined by the  
23 COUNTY's ESG Policies and Procedures Manual. As COUNTY's ESG Policy and Procedures  
24 Manual is subject to periodic updates, COUNTY will notify CONTRACTOR of updates and provide  
25 access to current ESG Policy and Procedures Manual. CONTRACTOR agrees to abide by all current  
26 and future updates to COUNTY's ESG Policy and Procedures Manual.

27 C. COUNTY's failure to inform CONTRACTOR that ESG funds are provided under this  
28 Agreement of any reporting requirements shall not relieve CONTRACTOR of compliance with any

1 ESG eligibility and reporting requirements. CONTRACTOR agrees, in accordance with the  
2 requirements of the ESG Program, that ALL beneficiaries of CONTRACTOR's activities provided  
3 under this Agreement must meet the following minimum criteria:

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

6 (2) The household must be at or below 30% of the Annual Area Median Income  
7 (AMI) as referenced in Exhibit C, incorporated herein by reference and made part of this Agreement.  
8 The AMI may change on a yearly basis and CONTRACTOR is required to use the most recent version  
9 as provided by COUNTY.

10 (3) All clients to be served with ESG funds must have a Vulnerability Index &  
11 Service Prioritization Decision Assistance Tool (VI-SPDAT) administered and be entered into the  
12 FMCoC Coordinated Access Housing Match (CAHM) system. CONTRACTOR will not be  
13 reimbursed for financial assistance or other services provided to clients who did not go through VI-  
14 SPDAT and the CAHM system.

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

18 D. CONTRACTOR is expected to meet all other ESG requirements including adherence  
19 to ESG certifications as referenced in Exhibit D, incorporated herein by reference and made part of  
20 this Agreement.

21 **16. INTERPRETATION OF LAWS AND REGULATIONS**

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

24 **17. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

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

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1           **18.    RECORDS**

2                   A.    Record Establishment and Maintenance

3                           CONTRACTOR shall establish and maintain records in accordance with those  
4 requirements prescribed by COUNTY, with respect to all matters covered by this Agreement.  
5 CONTRACTOR shall retain all fiscal books, account records and client files for services performed  
6 under this Agreement for at least three (3) years from date of final payment under this Agreement or  
7 until all State and Federal audits are completed for that fiscal year, whichever is later.

8                   B.    Cost Documentation

9                           1)       CONTRACTOR shall submit to COUNTY all fiscal and program reports  
10 for that month with invoices as described in Section Five (5) of this Agreement. CONTRACTOR  
11 shall also furnish to COUNTY such statements, records, data and information as COUNTY may  
12 request pertaining to matters covered by this Agreement. In the event that CONTRACTOR fails to  
13 provide reports as provided herein, it shall be deemed sufficient cause for COUNTY's DSS to  
14 withhold payments until compliance is established, in accordance to Section Five (5) of this  
15 Agreement.

16                           2)       All costs shall be supported by properly executed payrolls, time records,  
17 invoices, vouchers, orders, or any other accounting documents pertaining in whole or in part to this  
18 Agreement and they shall be clearly identified and readily accessible. The support documentation  
19 must indicate the line budget account number to which the cost is charged.

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

26                   C.    Service Documentation

27                           CONTRACTOR agrees to maintain records to verify services under this  
28 Agreement including names and addresses of clients served, the date of service and a description of

1 services provided on each occasion. These records and any other document pertaining in whole or in  
2 part to this Agreement shall be clearly identified and readily accessible.

3 D. Use of Data

4 CONTRACTOR shall grant to COUNTY and the United States Department  
5 Health and Human Services the royalty-free, nonexclusive and irrevocable license throughout the  
6 world to publish, translate, reproduce, deliver, perform, dispose of, duplicate, use, disclose in any  
7 manner and for any purpose whatsoever and to authorize others to do so, all subject data now or  
8 hereafter covered by copyright. However, with respect to subject data not originated in the  
9 performance of this Agreement, such license shall be only to the extent that CONTRACTOR has the  
10 right to grant such license without becoming liable to pay any compensation to others because of such  
11 grant. CONTRACTOR shall exert all reasonable effort to advise COUNTY at time of delivery of  
12 subject data furnished under this Agreement, of all possible invasions of the right of privacy therein  
13 contained, and of all portions of such subject data copied from work not composed or produced in the  
14 performance of this Agreement and not licensed under this provision.

15 As used in this clause, the term "Subject Data" means writing, sound recordings,  
16 pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms,  
17 diagrams, work flow charts, equipment descriptions, data files and data processing of computer  
18 programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are  
19 first produced or developed under this Agreement. The term does not include financial reports, cost  
20 analyses and similar information incidental to contract administration.

21 CONTRACTOR shall report to COUNTY promptly and in written detail, each  
22 notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data  
23 delivered under this Agreement. CONTRACTOR shall not affix any restrictive markings upon any  
24 data. If markings are affixed, COUNTY shall have the right at any time to modify, remove, obliterate  
25 or ignore such markings.

26 COUNTY shall have access to any report, preliminary findings or data  
27 assembled by CONTRACTOR under this Agreement. In addition, CONTRACTOR must receive  
28 written permission from COUNTY prior to publication of any materials developed under this

1 Agreement and file with COUNTY a copy of all educational and training materials, curricula,  
2 audio/visual aids, printed material and periodicals, assembled pursuant to this Agreement prior to  
3 publication.

4 **19. REPORTS**

5 CONTRACTOR shall submit to COUNTY's DSS such statements, records, reports,  
6 data, and other information requested by the COUNTY, State and / or Federal agencies may request  
7 pertaining to matters covered by this Agreement. COUNTY's DSS may request changes and / or  
8 additional information to be submitted for services related to this Agreement and CONTRACTOR  
9 shall provide requested information. In the event that the CONTRACTOR fails to provide such  
10 reports or other information required hereunder, it shall be deemed sufficient cause for the COUNTY  
11 to withhold monthly payments until there is compliance.

12 **20. SEVERABILITY**

13 If any non-material term, provision, covenant or condition of this Agreement is held by a  
14 court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions  
15 shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

16 **21. CONFLICT OF INTEREST**

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

27 **22. CHARITABLE CHOICE**

28 CONTRACTOR may not discriminate in its program delivery against a client or

1 potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a  
2 refusal to actively participate in a religious practice. Any specifically religious activity or service made  
3 available to individuals by the CONTRACTOR must be voluntary as well as separate in time and  
4 location from County funded activities and services. CONTRACTOR shall inform County as to  
5 whether it is faith-based. If CONTRACTOR identifies as faith-based it must submit to DSS a copy of  
6 its policy on referring individuals to an alternate treatment provider, and include a copy of this policy  
7 in its client admission forms. The policy must inform individuals that they may be referred to an  
8 alternative provider if they object to the religious nature of the program, and include a notice to  
9 DSS. Adherence to this policy will be monitored during annual site reviews, and a review of client  
10 files. If CONTRACTOR identifies as faith-based, by July 1 of each year CONTRACTOR will be  
11 required to report to DSS the number of individuals who requested referrals to alternate providers  
12 based on religious objection.

### 13 **23. PROHIBITION ON PUBLICITY**

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

### 22 **24. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

26 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing  
27 transactions that they are a party to while CONTRACTOR is providing goods or performing services  
28 under this agreement. A self-dealing transaction shall mean a transaction to which the

1 CONTRACTOR is a party and in which one or more of its directors has a material financial interest.  
2 Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to  
3 by completing and signing a *Self-Dealing Transaction Disclosure Form*, attached hereto as Exhibit E  
4 and by this reference incorporated herein, and submitting it to the COUNTY prior to commencing  
5 with the self-dealing transaction or immediately thereafter.

6 **25. AUDITS AND INSPECTIONS**

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

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

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

27 **26. NOTICES**

28 The persons having authority to give and receive notices under this Agreement and their

addresses include the following:

COUNTY

CONTRACTOR

Director, County of Fresno  
Department of Social Services  
PO BOX 1912  
Fresno, CA 93718-1912

SEE EXHIBIT A-1

**27. CHANGE OF LEADERSHIP / MANAGEMENT**

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

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

**28. GOVERNING LAW**

The parties agree, that for the purposes of venue, performance under this Agreement is to 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.

**29. ENTIRE AGREEMENT**

This Agreement, including all Exhibits, constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

///



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

3 ATTEST:

4 COUNTY OF FRESNO


5  
6 By Deborah A. Pachegian  
7 Chairman, Board of Supervisors

8  
9 BERNICE E. SEIDEL, Clerk  
Board of Supervisors

10  
11 By Lisa Craft, Deputy  
12

13 PLEASE SEE ADDITIONAL  
14 SIGNATURE PAGE ATTACHED

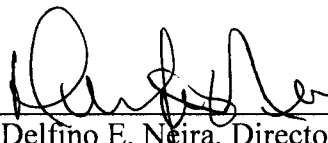
1 APPROVED AS TO LEGAL FORM:  
2 DANIEL C. CEDERBORG, COUNTY COUNSEL

3  
4 By 

5 APPROVED AS TO ACCOUNTING FORM:  
6 VICKI CROW, C.P.A., AUDITOR-CONTROLLER/  
7 TREASURER-TAX COLLECTOR

8  
9 By 

10 REVIEWED AND RECOMMENDED  
11 FOR APPROVAL:

12  
13 By   
14 Delfino E. Neira, Director  
15 Department of Social Services

16  
17  
18  
19  
20 Fund/Subclass: 0001/10000  
21 Organization: 56107001  
22 Account/Program: 7870

23  
24  
25  
26 DEN:tz  
27  
28

**Department of Social Services**

**Contracted Rapid Re-Housing Financial Assistance Services Providers**

1. Providers to be added upon conclusion of Letter of Qualifications process.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_  
2 day of \_\_\_\_\_, 2015.

3  
4 **DEPARTMENT OF SOCIAL SERVICES**

5  
6  
7 By \_\_\_\_\_

By \_\_\_\_\_  
Delfino E. Neira, Director

8 Print Name \_\_\_\_\_

9  
10 Title \_\_\_\_\_  
11 Chairman of the Board, or President  
12 or any Vice President

13 By \_\_\_\_\_

14  
15 Print Name \_\_\_\_\_

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

21 Mailing Address:

22  
23 Contact:

24 Telephone:

*EMERGENCY SOLUTIONS GRANT MASTER AGREEMENT  
SUMMARY OF SERVICES*

Services: Rapid Re-Housing financial assistance services  
Contract Period: February 24, 2015 – June 30, 2017  
Maximum Contract Amount: \$115,240.00

**DEFINITIONS OF ELIGIBLE RECIPIENTS FOR FINANCIAL ASSISTANCE**

Homeless – An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

1. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
2. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
3. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

Fleeing or Attempting to flee domestic violence - Any individual or family who:

1. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
2. Has no other residence; and  
Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

Fresno Madera Continuum of Care (FMCoC) member in good standing – An organization who:

1. Is current on membership dues (not compensated through this Agreement) and;
2. Maintains a minimum attendance rate of 75% of all FMCoC Director's meetings.

**INTRODUCTION**

The County of Fresno Department of Social Services (DSS) has established this Master Agreement with qualified Contractors to provide Emergency Solutions Grant (ESG) funded Rapid Re-Housing financial assistance services (including rental assistance), as listed under "Cores Services", to eligible recipients within Fresno County.

Any changes to Core Services being provided shall be approved in writing by County's DSS Director or designee.

## **GENERAL REQUIREMENTS FOR ALL CONTRACTORS**

All Contractors shall:

1. Abide by all Federal Department of Housing and Urban Development rules and regulations governing the ESG program procedures.
2. Keep apprised of legislative and programmatic changes affecting ESG to the extent that such changes affect the provision of services under this Master Agreement and train appropriate staff promptly.
3. Require all staff and volunteers who may potentially gain access to an individual's confidential consumer information (including personally identifiable information, federal tax information, or any other information as required by federal law) to sign and abide by a confidentiality statement and abide by all best practices for security and privacy of such information.
4. Use personally identifiable information gathered in the provision of Rapid Re-Housing financial assistance services only for the purposes of providing said services.
5. Become and/or remain a paid member in good standing of FMCoC (see definitions).
6. Coordinate with the County, FMCoC, and other organizations as deemed necessary by the County.
7. Enter required client data into the Homeless Management Information System and have a rating of 100% completeness by the 20<sup>th</sup> day of subsequent month for preceding month's clients.
8. Provide invoices submitted for compensation no later than the tenth (10th) day of the month following the month in which services were provided.
9. Provide a dollar for dollar match for all ESG funding received under this Master Agreement as required under 24 CFR 576.201 and provide the source of the matching funds.
10. Provide verification of all costs incurred for each month's invoice, including but not limited to rental agreements, rental applications, utility bills, receipts, etc.
11. Only provide financial assistance or other services to clients who have gone through the Coordinated Assessment Housing Match (CAHM) system. (Compensation will not be provided for services rendered to clients who did not go through the CAHM system).
12. Enter all services provided into the Homeless Management Information System (HMIS).
  - a. An Agreement with the Fresno Housing Authority may be required for access to HMIS. Expenses incurred for obtaining HMIS access and use will not be compensated through this Agreement.

## **CORE SERVICES:**

All Contractors providing ESG funded Rapid Re-Housing financial assistance services will identify which of the following financial assistance services will be provided:

1. **Rental application fees:** ESG funds may pay for the rental housing application fee that is charged by the owner to all applicants.
2. **Security deposits:** ESG funds may pay for a security deposit that is equal to no more than 2 months' rent.
3. **Last month's rent:** If necessary to obtain housing for a program participant, the last month's rent may be paid from ESG funds to the owner of that housing at the time the owner is paid the security deposit and the first month's rent. This assistance must not exceed one month's rent.
4. **Utility deposits:** ESG funds may pay for a standard utility deposit required by the utility company for all customers for the utilities listed in paragraph (5) of this section.
5. **Utility payments:** ESG funds may be used to pay for utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service; however this shall only be provided one time per client (example: if a client receives utility payments for 3 months of utility payments in arrears, he or she may not receive utility payments on a separate occasion for another 3 months). A partial payment of a utility bill counts as one month. This assistance may only be provided if the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments. Eligible utility services are gas, electric, water, and sewage. No program participant shall receive more than 7 months (1 month of current utility payments and 6 months in arrears) of utility assistance within the contract period.
6. **Moving costs:** ESG funds may pay for moving costs, such as truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to 3 months, provided that the fees are accrued after the date the program participant begins receiving assistance under paragraph (b) of this section and before the program participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible.

Contractors may provide multiple financial assistance services listed above and may submit requests in writing to the [DSSASU@co.fresno.ca.us](mailto:DSSASU@co.fresno.ca.us) mailbox to change financial assistance categories intended to provide at any such time as approved by the DSS Director or designee. Any request to modify list of financial assistance categories provided must be approved by the DSS Director or designee.

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#### REPORTING REQUIREMENTS:

1. Track and report provided financial assistance services in sufficient detail as to satisfy accurate reimbursement claims and any such statistical reports as deemed necessary by DSS Director or designee.
2. Provide monthly copies of activity reports.
3. Provide any additional reports deemed necessary by DSS Director or designee.

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**COORDINATED ACCESS/VI-SPDAT:**

1. Contractors must only provide services to clients who have been entered into CAHM, the County utilized coordinated access system.
2. Contractors must utilize the Vulnerability Index & Service Prioritization Decision Assistance Tool (VI-SPDAT) for all clients who are provided services.
3. Compensation will not be provided for clients that were not entered into CAHM and VI-SPDAT.

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**COMPENSATION:**

Contractors will be compensated for actual expenditures incurred. Supporting documentation verifying services rendered and costs incurred will be required at submission of monthly invoicing to the County.

Below are average costs for each service to be performed:

1. Rental application fees: average cost \$35
2. Security deposits: this will be based on the current Fair Market Rent Documentation System (FMR) and is subject to change. Contractors are responsible for obtaining current FMRs each year:

2015 FMR Chart				
Number of bedrooms:	1	2	3	4
Fair Market Rate:	\$ 676.00	\$ 853.00	\$ 1,199.00	\$ 1,399.00

3. Last month's rent: average cost \$750
4. Utility deposits: average cost \$125
5. Utility payments: average cost \$250
6. Moving costs:
  - a. Truck rental: average cost \$100
  - b. Storage unit: average cost \$120 per month

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**COUNTY RESPONSIBILITIES**

The County of Fresno Department of Social Services shall:

1. Meet with Contractor quarterly or as often as needed to resolve any issues.
2. Prepare and provide reporting templates to Contractors by no later than forty-five (45) days after execution.



## ESG FY 2014 Income Limits

Fresno County 2014 Median Income level	FY 2014 Income Limit Category	Number of Persons in the Family							
		1	2	3	4	5	6	7	8
\$48,700.00	Extremely Low (30%) Income Limits	\$11,500.00	\$13,150.00	\$14,800.00	\$16,400.00	\$17,750.00	\$19,050.00	\$20,350.00	\$21,650.00

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

Date Published: August 2014

## ESG Certifications

The Emergency Solutions Grant Program Recipient certifies that:

**Major rehabilitation/conversion** – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the CONTRACTOR will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the CONTRACTOR will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the CONTRACTOR will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Cost** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the CONTRACTOR will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the CONTRACTOR serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Renovation** – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**Supportive Services** – The CONTRACTOR will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local and private assistance available for such individuals.

**Matching Funds** – The CONTRACTOR will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** – The CONTRACTOR has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

**Homeless Persons Involvement** – To the maximum extent practicable, the CONTRACTOR will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the CONTRACTOR undertakes with assistance under ESG are consistent with the COUNTY's consolidated plan.

**Discharge Policy** – The CONTRACTOR will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

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Signature/Authorized Official

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Date

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Title

### **Self-Dealing Transaction Disclosure Form**

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

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

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

#### **INSTRUCTIONS**

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

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