

AGREEMENT

THIS AGREEMENT is made and entered into this 25 day of February, 2021, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and **Poverello House**, a California Non-Profit Corporation, whose address is 412 F Street, Fresno, CA 93706, hereinafter referred to as "SUBRECIPIENT".

WITNESSETH:

WHEREAS, COUNTY, on March 17, 2020 declared a Local Emergency in response to the imminent and proximate threat of the Novel Coronavirus (COVID-19); and

WHEREAS, COUNTY, through the Department of Social Services (DSS), in response to said Local Emergency and to the State of Emergency declared by the State of California on March 4, 2020, sought to provide shelter to individuals and families that are experiencing homelessness during the COVID-19 pandemic in order to reduce the spread of virus transmission; and

WHEREAS, SUBRECIPIENT was identified as being able to provide said shelter in an expedient manner and SUBRECIPIENT is willing to provide said services pursuant to the terms and conditions of this Agreement; and

WHEREAS, SUBRECIPIENT has been providing ongoing COVID Emergency Shelter services to homeless individuals residing in Fresno County as of March 26, 2020; and

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

1. OBLIGATIONS

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

B. SUBRECIPIENT shall provide services pursuant to program expenses detailed in Exhibit B, Budget Summary, attached hereto and by this reference incorporated herein.

2. TERM

The term of this Agreement shall be effective December 31, 2020 through June 30, 2021. This Agreement may be extended for three (3) additional consecutive one (1) month periods from July 1, 2021 through and including September 30, 2021 upon written approval of both parties no

1 later than fifteen (15) days prior to the first day of the one (1) month extension period. The DSS
2 Director or designee is authorized to execute such written approval on behalf of COUNTY based on
3 SUBRECIPIENT's satisfactory performance.

4 **3. TERMINATION**

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

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

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

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

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

26 **4. COMPENSATION**

27 For actual services provided pursuant to the terms of this Agreement, including Exhibit
28 A, COUNTY agrees to pay SUBRECIPIENT and SUBRECIPIENT agrees to receive compensation in

1 accordance with Exhibit B, "Budget Summary." Mandated travel shall be reimbursed based on actual
2 expenditures and mileage reimbursement shall be at SUBRECIPIENT's adopted rate per mile, not to
3 exceed the IRS published rate.

4 In no event shall the cumulative total of this Agreement exceed Five Hundred Seventy
5 Thousand One Hundred Sixty and No/100 Dollars (\$570,160). In no event shall actual services
6 performed under this Agreement be in excess of Three Hundred Eighty Thousand One Hundred
7 Seven and No/100 Dollars (\$380,107) for the six (6) month cumulative period of December 31, 2020
8 through June 30, 2021. In no event shall actual services performed under this Agreement be in excess
9 of Sixty-Three Thousand Three Hundred Fifty-One and No/100 Dollars (\$63,351) for each one (1)
10 month period from July 1, 2021 through September 30, 2021. Payments by COUNTY shall be in
11 arrears, for services provided during the preceding month, within forty-five (45) days after receipt,
12 verification and approval of SUBRECIPIENT's invoices by COUNTY.

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

24 5. INVOICING

25 SUBRECIPIENT shall invoice COUNTY's DSS in arrears by the tenth (10th) of each
26 month for expenditures incurred to provide services rendered in the previous month to:
27 DSSInvoices@fresnocountyca.gov. Payments by COUNTY's DSS shall be in arrears, for actual
28 services provided during the preceding month, within forty-five (45) days after receipt, verification, and

1 approval of SUBRECIPIENT's invoices by COUNTY's DSS. A monthly activity report shall accompany
2 the invoice, reflecting services supported by the invoiced expenditures and be in a form and in such
3 detail as acceptable to the COUNTY's DSS. All final claims for funding shall be submitted by
4 SUBRECIPIENT within sixty (60) days following the final month of services.

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

13 **6. INDEPENDENT CONTRACTOR**

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

23 SUBRECIPIENT and COUNTY shall comply with all applicable provisions of law and
24 the rules and regulations, if any, of governmental authorities having jurisdiction over matters the
25 subject thereof.

26 Because of its status as an independent contractor, SUBRECIPIENT shall have
27 absolutely no right to employment rights and benefits available to COUNTY employees.
28 SUBRECIPIENT shall be solely liable and responsible for providing to, or on behalf of, its employees

1 all legally-required employee benefits. In addition, SUBRECIPIENT shall be solely responsible and
2 save COUNTY harmless from all matters relating to payment of SUBRECIPIENT'S employees,
3 including compliance with Social Security withholding and all other regulations governing such matters.
4 It is acknowledged that during the term of this Agreement, SUBRECIPIENT may be providing services
5 to others unrelated to the COUNTY or this Agreement.

6 **7. MODIFICATION**

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

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

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

20 **8. NON-ASSIGNMENT**

21 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or
22 duties under this Agreement without the prior written consent of the other party.

23 **9. HOLD HARMLESS**

24 SUBRECIPIENT agrees to indemnify, save, hold harmless, COUNTY, its officers,
25 agents, and employees from any and all costs and expenses , damages, liabilities, claims, and losses
26 occurring or resulting to COUNTY in connection with the performance, or failure to perform, by
27 SUBRECIPIENT, its officers, agents, or employees under this Agreement, and from any and all costs
28 and expenses , damages, liabilities, claims, and losses occurring or resulting to any person, firm, or

corporation who may be injured or damaged by the performance, or failure to perform, of
SUBRECIPIENT, its officers, agents, or employees under this Agreement.

10. INSURANCE

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

A. Commercial General Liability

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

B. Automobile Liability

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

C. Professional Liability

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

D. Worker's Compensation

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

E. Additional Requirements Relating to Insurance

SUBRECIPIENT shall obtain endorsements to the Commercial General Liability

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

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

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

28 In the event SUBRECIPIENT fails to keep in effect at all times insurance coverage as

1 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate
2 this Agreement upon the occurrence of such event.

3 All policies shall be issued by admitted insurers licensed to do business in the State of
4 California, and such insurance shall be purchased from companies possessing a current A.M. Best,
5 Inc. rating of A FSC VII or better.

6 **11. CONFLICT OF INTEREST**

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

14 **12. NON-DISCRIMINATION**

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

21 **13. LIMITED ENGLISH PROFICIENCY**

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

1 cost to the participant. SUBRECIPIENT shall ensure that any employees, agents, subcontractor, or
2 partners who interpret or translate for a program participant, or who directly communicate with a
3 program participant in a language other than English, demonstrate proficiency in the participants'
4 language and can effectively communicate any specialized terms and concepts peculiar to
5 SUBRECIPIENT's services.

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

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

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

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

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

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

25 (4) The prospective recipient shall provide immediate written notice to COUNTY if
26 at any time prospective recipient learns that its certification in Section Fourteen (14) of this Agreement
27 was erroneous when submitted or has become erroneous by reason of changed circumstances.

28 (5) SUBRECIPIENT shall include a clause titled "Certification Regarding

Debarment, Suspension, Ineligibility, and Voluntary Exclusion- Lower Tier Covered Transactions" and similar in nature to this paragraph in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

15. CONFIDENTIALITY

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

16. DATA SECURITY

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

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

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

C. County-Owned Computer Equipment – SUBRECIPIENT or anyone having an employment relationship with COUNTY may not use COUNTY computers or computer peripherals on

1 non-COUNTY premises without prior authorization from COUNTY's Chief Information Officer or her
2 designee.

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

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

9 F. Confidential client information transmitted to one party by the other by means of
10 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of
11 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

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

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

18 **17. PROPERTY OF COUNTY**

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

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

1 termination or expiration of this Agreement. SUBRECIPIENT is responsible for returning to COUNTY
2 all COUNTY owned fixed assets upon the expiration or termination of this Agreement.

3 **18. INDEPENDENT AUDIT**

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

7 1) If a financial audit is required by COUNTY, the audit shall be performed by an
8 independent certified public accountant.

9 2) The SUBRECIPIENT shall notify COUNTY of the auditor's name and address
10 immediately after the selection has been made. The contract for the audit shall
11 allow access by COUNTY and State representatives to the independent
12 auditor's working papers.

13 3) The SUBRECIPIENT is responsible for the completion of audits and all costs
14 of preparing audits.

15 4) The completed audit report shall be submitted by the auditor to COUNTY
16 within three business days of completion.

17 5) If there are audit findings, the SUBRECIPIENT must submit a detailed
18 response acceptable to COUNTY for each audit finding within 90 days from the
19 date of the audit finding report.

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

26 **19. AUDITS AND INSPECTIONS**

27 The SUBRECIPIENT shall at any time during business hours, and as often as the
28 COUNTY may deem necessary, make available to the COUNTY for examination all of its records and

1 data with respect to the matters covered by this Agreement. The SUBRECIPIENT shall, upon request
2 by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to
3 ensure SUBRECIPIENT'S compliance with the terms of this Agreement.

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

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

20 **20. FRATERNIZATION**

21 SUBRECIPIENT shall establish procedures addressing fraternization between
22 SUBRECIPIENT's staff and clients. Such procedures will include provisions for informing
23 SUBRECIPIENT's staff and clients regarding fraternization guidelines.

24 **21. CHARITABLE CHOICE**

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

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

22. GRIEVANCES

SUBRECIPIENT shall establish procedures for handling client complaints and/or grievances. Such procedures will include provisions for informing clients of their rights to a State Hearing to resolve such issues.

23. PROHIBITION ON PUBLICITY

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

24. PUBLIC INFORMATION

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

25. NOTICES

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

COUNTY
Director, COUNTY OF FRESNO
Department of Social Services
P.O. Box 1912
Fresno, CA 93718-1912

SUBRECIPIENT
Director
Poverello House
412 F Street
Fresno, CA 93706

All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

26. GOVERNING LAW

Venue for any action arising out of or related to this Agreement shall only 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.

27. INTERPRETATION OF LAWS AND REGULATIONS

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

28. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

SUBRECIPIENT shall comply with all rules and regulations established pursuant to

1 Housing and Urban Development regulations at 24 CFR Part 576, as revised by the Emergency
2 Solutions Grant and Consolidated Plan Conforming Amendments Interim Rule, published in the
3 Federal Register on December 5, 2011 (76 Fed. Reg. 75954). SUBRECIPIENT must also comply with
4 all applicable fair housing and civil rights requirements in 24 CFR 5.105(a). SUBRECIPIENT and any
5 subcontractors shall comply with all applicable local, State, Federal laws, ordinances, regulations and
6 Fresno County Charter provisions governing this agreement.

7 A. Whenever the SUBRECIPIENT uses services of a contractor, the SUBRECIPIENT
8 shall require that the contractor comply with all Federal, State and local laws, ordinances, regulations
9 and Fresno County Charter provisions applicable in the performance of their work.

10 B. This Agreement is subject to the requirements of Section 3 of the Housing and Urban
11 Development Act of 1968, as amended, 12 U.S.C. 1701(u). Accordingly, the SUBRECIPIENT shall
12 require the prime contractor to complete and submit documentation prior to award of the construction
13 contract and upon Project completion that compliance with Section 3 of the Housing and Urban
14 Development Act of 1968, as amended, has been met.

15 C. Non-Discrimination: The SUBRECIPIENT agrees to comply with the non-
16 discrimination in employment and contracting opportunities laws, regulations, and executive orders
17 referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-
18 discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are
19 still applicable.

20 D. Records Retention: The SUBRECIPIENT shall retain all financial records, supporting
21 documents, statistical records and all other records pertinent to this Agreement for a period of four (4)
22 years from the date of the submission of the COUNTY's consolidated annual performance and
23 evaluation report to HUD in which the activities assisted under this Agreement are reported on for the
24 final time. If there is litigation, claims, audits, negotiations or other actions that involve any of the
25 records cited and that have started before the expiration of the four-year record retention period, such
26 records must be retained until completion of the actions and resolution of all issues, or the expiration of
27 the four-year period, whichever occurs later (24 CFR 570.502, 570.503(b)(2), 570.506).

28 E. Uniform Administrative Requirements: The SUBRECIPIENT shall comply with

1 applicable Uniform Administrative Requirements, as described in 24 CFR 570.502.

2 F. Other Program Requirements: The SUBRECIPIENT shall comply with CDBG
3 program requirements described in 24 CFR 570.600 – 615 not otherwise mentioned in this Agreement,
4 except that the SUBRECIPIENT does not assume the COUNTY's responsibilities described at 24 CFR
5 570.604 or 24 CFR 52.

6 G. Faith-Based Organizations: The SUBRECIPIENT agrees that funds provided under
7 this Agreement will not be utilized for inherently religious activities such as worship, religious
8 instructions or proselytization, and that the SUBRECIPIENT will comply with all requirements of 24
9 CFR 570.200(j) and 5.109.

10 **29. CHANGE OF LEADERSHIP/MANAGEMENT**

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

18 **30. LOBBYING AND POLITICAL ACTIVITY**

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

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

24 **31. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

25 This provision is only applicable if the SUBRECIPIENT is operating as a corporation (a
26 for-profit or non-profit corporation) or if during the term of the agreement, the SUBRECIPIENT
27 changes its status to operate as a corporation.

28 Members of the SUBRECIPIENT's Board of Directors shall disclose any self-dealing

1 transactions that they are a party to while SUBRECIPIENT is providing goods or performing services
2 under this agreement. A self-dealing transaction shall mean a transaction to which the
3 SUBRECIPIENT is a party and in which one or more of its directors has a material financial interest.
4 Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to
5 by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C
6 and incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the
7 self-dealing transaction or immediately thereafter.

8 **32. SEVERABILITY**

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

11 **33. ESG ELIGIBILITY AND REPORTING REQUIREMENTS**

12 A. SUBRECIPIENT is required to be a member in good standing of the FMCoC. A
13 member in good standing is defined as a current dues-paid member with attendance at a minimum of
14 75% of all FMCoC Director's meetings.

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

17 C. COUNTY's failure to inform SUBRECIPIENT that ESG funds are provided under this
18 Agreement of any reporting requirements shall not relieve SUBRECIPIENT of compliance with any
19 ESG eligibility and reporting requirements. SUBRECIPIENT agrees, in accordance with the
20 requirements of the ESG program, that ALL beneficiaries of SUBRECIPIENT's activities provided
21 under this Agreement must meet the following minimum criteria:

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

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

28 (3) The households targeted must be those most in need of this assistance and

1 most likely to achieve stable housing, whether subsidized or unsubsidized, outside of ESG after the
2 program concludes.

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

5 **34. MINIMUM DATA COLLECTION REQUIREMENTS**

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

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

- 13 (1) Name
- 14 (2) Social Security Number
- 15 (3) Date of Birth
- 16 (4) Race
- 17 (5) Ethnicity
- 18 (6) Gender
- 19 (7) Veteran Status
- 20 (8) Disabling Condition
- 21 (9) Residence Prior to Program Entry
- 22 (10) Zip Code of Last Permanent Address
- 23 (11) Housing Status
- 24 (12) Program Entry Date
- 25 (13) Program Exit Date
- 26 (14) Personal Identification Number
- 27 (15) Household Identification Number
- 28 (16) Income and Sources

1 (17) Non-Cash Benefits

2 (18) Destination (where client will stay upon exit)

3 (19) Financial Services Provided

4 (20) Housing Relocation & Stabilization Services Provided

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

7 **35. RECORDS**

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

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

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

services provided the previous month.

36. SINGLE AUDIT CLAUSE

As a SUBRECIPIENT of Federal financial assistance, SUBRECIPIENT agrees to provide copies of their audit reports, performed in accordance with the requirements of the Single Audit Act of 1984 (31 USC section 7502) and subject to the terms of Office of Management and Budget (OMB) Circulars (A-110, A-122 and A-133), to the County of Fresno. Such audits shall be delivered to COUNTY'S DSS, for review not later than nine (9) months after the close of the SUBRECIPIENT's fiscal year in which the funds supplied through this Agreement are expended and/or received for this program. The audits must include a statement of findings or a statement that there were no findings. If there were negative findings, SUBRECIPIENT must include a corrective action plan signed by an authorized individual. Failure to comply with this Act may result in COUNTY performing the necessary audit tasks, or, at COUNTY'S option, contracting with a qualified accountant to perform this audit. All audit costs related to this Agreement are the sole responsibility of SUBRECIPIENT who agrees to take corrective actions to eliminate any material noncompliance or weakness found as a result of such audits. Audit work performed by COUNTY under this paragraph shall be billed at COUNTY cost as determined by COUNTY'S Auditor-Controller/Treasurer-Tax Collector.

37. ENTIRE AGREEMENT

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

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

3
4 **SUBRECIPIENT:**
5 **Poverello House**

COUNTY OF FRESNO

6 By: 

7 (Authorized Signature)


8 Jean Rousseau, County
Administrative Officer of the County of
Fresno

9 Print Name: ZACHARY D. DAMMAH

10 Title: CHIEF EXECUTIVE OFFICER

11
12
13
14 Mailing Address:
15 412 F Street
16 Fresno, CA 93705
17 Phone No.: (559) 498-6988
18 Contact: Chief Program Officer

19
20
21 Fund/Subclass: 0001/10000
22 Organization: 56107350
23 Account/Program: 7870

24
25
26
27
28 DEN:sgv

SUMMARY OF SERVICES

ORGANIZATION: Poverello House
ADDRESS: 412 F Street, Fresno, CA 93706 (28 Beds)
TELEPHONE: (559) 498-6988
CONTACT: Sara Mirhadi, Chief Programs Officer
EMAIL: mirhadi@poverellohouse.org
CONTRACT: Emergency COVID-19 Shelter and Meals
CONTRACT TERM: December 31, 2020 through June 30, 2021
July 1, 2021 through July 31, 2021 (optional)
August 1, 2021 through August 31, 2021 (optional)
September 1, 2021 through September 30, 2021 (optional)

DESCRIPTION OF SERVICES

Poverello House will provide a low-barrier emergency shelter with 28 beds. Shelter accommodations are dormitory style with restrooms, showers, and laundry facilities on-site. The shelter is intended to provide a safe environment for homeless individuals during the COVID-19 State of Emergency.

Poverello House will also provide Navigation staff, including a minimum of one Housing Navigator and One Intake Specialist, in alignment with the existing Multi-Agency Access Program (MAP) program in the community. Services shall include client screenings to determine needs, assistance in obtaining documents, linking clients to appropriate services based on the initial screening, collaborating with other services providers to monitor client success, maintaining agency relationships, employing evidence based practices in screening and serving clients, and utilizing the standardized MAP Point Community Screening Tool. Services shall be provided in Selma, Sanger, and metropolitan Fresno County as directed by the County.

Additionally, Poverello House will provide two meals per day to individuals staying at the Travelodge Fresno or other motels for shelter during the COVID-19 State of Emergency, as directed by the County.

SUBRECIPIENT RESPONSIBILITIES

Poverello House shall:

- Provide sanitary supplies, including but not limited to soap, hand sanitizer, and disinfectants, to all staff and guests.
- Ensure shelter beds are open to all who desire the service regardless of gender, sexual orientation or marital status. Guests must be allowed to enter shelter with their partners, possessions, and pets.
- Provider must not exclude people because of intoxication or mental illness.
- Ensure compliance with local, state, and federal public health directives. This includes practicing social distancing, limiting guest travel, and ensuring ill staff do not report to work.
- Ensure compliance with the Americans with Disabilities Act (ADA) to accommodate people with disabilities.
- Provide accommodations for guests' pets.
- Ensure that staff is on site 24 hours per day, 7 days a week.

- Ensure security protocols are in place for emergency incidents, including but not limited to medical emergencies and communicable disease.
- Establish protocols to handle both suspected and confirmed cases of COVID-19.
- Provide necessary transportation for guests.
- Publicly display proper hygiene recommendations throughout each facility.
- Provide daily meal service to guests at the Poverello House facility.
- Provide two meals per day, as directed by the County, for individuals lodging in motel facilities for shelter during the COVID-19 State of Emergency.
- 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, 2021.

BUDGET SUMMARY

ORGANIZATION: Poverello House
SERVICES: Emergency Shelter and Meal Services
CONTRACT TOTAL: \$570,160
Budget for Contract Terms: December 31, 2020 through June 30, 2021

Budget Category	Rate	Term Maximum
<u>Personnel</u>		
Salaries		
Chief Program Officer (.25 FTE)		\$10,002
Chief Operations Officer (.20 FTE)		\$7,998
Client Services Specialist (6.5 FTE)	\$15/hour	\$103,026
Naomi's House Client Advocate (.6 FTE)	\$14/hour	\$8,064
Navigator (1.0 FTE)	\$17/hour	\$22,100
Intake Specialist (1.0 FTE)	\$17/hour	\$22,100
Anticipated Overtime		\$0
	Subtotal	\$173,290
<u>Operating Costs</u>		
On-Site Meals	\$3/meal	\$54,000
Shelter Furniture		\$1,002
Communications		\$1,800
Office Supplies		\$1,554
Equipment		\$3,000
Linen Service		\$3,000
Program Supplies		\$7,002
Utilities		\$10,002
Maintenance		\$4,002
Travel		\$2,000
Equipment (Cell Phone/Laptop)		\$3,900
	Subtotal	\$91,262
<u>Meal Services to Shelter Motels*</u>		
Daily Meal Service - Max. 50 Rooms - as needed	\$6/person/day	\$81,000
	Subtotal	\$81,000
Direct Costs Total		\$345,552
<u>Indirect Costs</u>		
Indirect Costs	10%	\$34,555
	Total	\$380,107

**Meal services are fee-for-service meals for motels providing shelter. Meal services will be compensated based on actual meals provided per day.*

Budget for Contract Terms: July 01, 2021 through July 31, 2021 (optional)
August 01, 2021 through August 31, 2021 (optional)
September 01, 2021 through September 30, 2021 (optional)

Budget Category	Rate	30 Day Maximum
<u>Personnel</u>		
Salaries		
Chief Program Officer (.25 FTE)		\$1,667
Chief Operations Officer (.20 FTE)		\$1,333
Client Services Specialist (6.5 FTE)	\$15/hour	\$17,171
Naomi's House Client Advocate (.6 FTE)	\$14/hour	\$1,344
Navigator (1.0 FTE)	\$17/hour	\$3,683
Intake Specialist (1.0 FTE)	\$17/hour	\$3,684
Anticipated Overtime		\$0
	Subtotal	\$28,882
<u>Operating Costs</u>		
On-Site Meals	\$3/meal	\$9,000
Shelter Furniture		\$167
Communications		\$300
Office Supplies		\$259
Equipment		\$500
Linen Service		\$500
Program Supplies		\$1,167
Utilities		\$1,667
Maintenance		\$667
Travel		\$333
Equipment (Cell Phone/Laptop)		\$650
	Subtotal	\$15,210
<u>Meal Services to Shelter Motels*</u>		
Daily Meal Service - Max. 50 Rooms - as needed	\$6/person/day	\$13,500
	Subtotal	\$13,500
Direct Costs Total		\$57,592
<u>Indirect Costs</u>		
Indirect Costs	10%	\$5,759
	Total	\$63,351

**Meal services are fee-for-service meals for motels providing shelter. Meal services will be compensated based on actual meals provided per day.*

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:	