

**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 **FRESNO HOUSING AUTHORITY**, a Public Body, Corporate and Political whose address is 1331 Fulton Mall, Fresno, CA 93721, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

WHEREAS, COUNTY, through the Department of Social Services (DSS) has received allocation funding from California Department of Social Services (CDSS) to implement and administer the California Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program (HSP), authorized by Senate Bill (SB) 855 (Chapter 29, Statutes of 2014); and

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

WHEREAS, the CONTRACTOR is willing and able to provide said rapid rehousing assistance and related supportive services to homeless families.

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

**1. SERVICES**

CONTRACTOR shall perform all services and fulfill all responsibilities as set forth in the Summary of Services, attached hereto as Exhibit A, incorporated herein by reference and made part of this Agreement.

**2. TERM**

This Agreement shall become effective on the 24<sup>th</sup> day of February 2015 and shall terminate on the 30th day of June 2015. This Agreement may be extended for two (2) subsequent twelve (12) month periods upon the terms and conditions herein set forth.

**3. TERMINATION**

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency.

1 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
2 terminated by COUNTY or COUNTY's DSS Director, or designee at any time by giving  
3 CONTRACTOR thirty (30) days advance written notice.

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

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

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

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

#### 22 4. COMPENSATION

23 For actual services provided as identified in the terms and conditions of this Agreement,  
24 including Exhibit A, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive  
25 compensation in accordance with Exhibit B, "Budget," attached hereto and by this reference  
26 incorporated herein. Mandated travel shall be reimbursed based on actual expenditures and mileage  
27 reimbursement shall be at CONTRACTOR's adopted rate per mile, not to exceed the IRS published  
28 rate. CONTRACTOR agrees to limit administrative cost to a maximum of 15% of the total program

1 budget and to limit employee benefits to a maximum of 20% of total salaries for those employees  
2 working under this Agreement during the term of this Agreement. Payment shall be made upon  
3 certification or other proof satisfactory to COUNTY's DSS that services have actually been performed  
4 by CONTRACTOR as specified in this Agreement.

5 In no event shall the cumulative total of this Agreement exceed Two Million Ninety  
6 Seven Thousand Six Hundred Nine and No/100 Dollars (\$2,097,609.00). For the period of February  
7 24, 2015 to June 30, 2015, in no event shall services performed under this Agreement be in excess of  
8 Seven Hundred Eighty Five Thousand Seven Hundred Twenty Five and No/100 Dollars  
9 (\$785,725.00). For each subsequent twelve (12) month period of this Agreement, in no event shall  
10 services provided under this Agreement be in excess of Six Hundred Fifty Five Thousand Nine  
11 Hundred Forty Two and No/100 Dollars (\$655,942.00). It is understood that all expenses incidental to  
12 CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR.

13 Except as provided below regarding State payment delays, payments by COUNTY shall  
14 be in arrears, for services provided during the preceding month, within forty-five (45) days after  
15 receipt, verification and approval of CONTRACTOR's invoices by COUNTY's DSS. If  
16 CONTRACTOR should fail to comply with any provision of this Agreement, COUNTY shall be  
17 relieved of its obligation for further compensation. All final claims shall be submitted by  
18 CONTRACTOR within sixty (60) days following the final month of service for which payment is  
19 claimed. No action shall be taken by COUNTY on claims submitted beyond the sixty (60) day  
20 closeout period. Any compensation which is not expended by CONTRACTOR pursuant to the terms  
21 and conditions of this Agreement shall automatically revert to COUNTY.

22 The services provided by CONTRACTOR under this Agreement are funded in whole or  
23 in part by the State of California. In the event that funding for these services is delayed by the State  
24 Controller, COUNTY may defer payment to CONTRACTOR. The amount of the deferred payment  
25 shall not exceed the amount of funding delayed by the State Controller to COUNTY. The period of  
26 time of the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of  
27 payment to COUNTY plus forty-five (45) days.

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1           **5.     INVOICING**

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

4           DSSInvoices@co.fresno.ca.us. A monthly activity report shall accompany the invoice reflecting  
5 services supported by the invoiced expenditure and be in a form and in such detail as acceptable to  
6 COUNTY's DSS. Invoices shall include all corresponding documentation submitted and identified by  
7 line item, as identified in Exhibit B. Supporting documentation shall include but is not limited to  
8 receipts, invoices received and documented administrative/overhead costs. No reimbursement for  
9 services shall be made until invoices, reports and outcomes are received, reviewed and approved by  
10 COUNTY's DSS.

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

22           **6.     INDEPENDENT CONTRACTOR**

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

1 its work and function. However, COUNTY shall retain the right to administer this Agreement so as to  
2 verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions  
3 thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the  
4 rules and regulations, if any, of governmental authorities having jurisdiction over matters which are  
5 directly or indirectly the subject of this Agreement.

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

14 **7. MODIFICATION**

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

17 B. Notwithstanding the above, changes to Rapid Rehousing line items in the budget,  
18 attached hereto as Exhibit B, shall not exceed 10% of the total maximum compensation for Rapid  
19 Rehousing, and may be made with the written approval of COUNTY's DSS Director or designee and  
20 CONTRACTOR. Line item changes shall not result in any change to the maximum compensation  
21 amount payable to CONTRACTOR, as stated herein. There shall be no budget modifications to the  
22 amount listed under the budget category of Homeless Management Information System (HMIS).

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

1           **8.     NON-ASSIGNMENT**

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

4           **9.     HOLD-HARMLESS**

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

15          **10.    INSURANCE**

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

19           A.     Commercial General Liability

20           Commercial General Liability Insurance with limits of not less than One Million  
21 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million  
22 Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.  
23 COUNTY may require specific coverage including completed operations,  
24 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.

25           B.     Automobile Liability

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

1 Agreement.

2 C. Professional Liability

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

7 D. Worker's Compensation

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

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

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

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

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

7 **11. CONFIDENTIALITY**

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

11 **12. NON-DISCRIMINATION**

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

18 **13. CONFLICT OF INTEREST**

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

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1           **14.    CHARITABLE CHOICE**

2           CONTRACTOR may not discriminate in its program delivery against a client or  
3 potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a  
4 refusal to actively participate in a religious practice. Any specifically religious activity or service made  
5 available to individuals by CONTRACTOR must be voluntary as well as separate in time and location  
6 from County funded activities and services. CONTRACTOR shall inform COUNTY as to whether it  
7 is faith-based. If CONTRACTOR identifies as faith-based it must submit to DSS a copy of its policy  
8 on referring individuals to an alternate treatment provider, and include a copy of this policy in its  
9 client admission forms. The policy must inform individuals that they may be referred to an alternative  
10 provider if they object to the religious nature of the program, and include a notice to DSS. Adherence  
11 to this policy will be monitored during annual site reviews, and a review of client files. If  
12 CONTRACTOR identifies as faith-based, by July 1 of each year CONTRACTOR will be required to  
13 report to DSS the number of individuals who requested referrals to alternate providers based on  
14 religious objection.

15           **15.    PROHIBITION ON PUBLICITY**

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

24           **16.    PUBLIC INFORMATION**

25           CONTRACTOR shall disclose COUNTY as a funding source in all public information.

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

27           This provision is only applicable if CONTRACTOR is operating as a corporation (a for-  
28 profit or non-profit corporation) or if during the term of this Agreement, CONTRACTOR changes its

1 status to operate as a corporation.

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

10 **18. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,**  
11 **INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED**  
12 **TRANSACTIONS**

13 A. COUNTY and CONTRACTOR recognize that Federal assistance funds may be  
14 used under the terms of this Agreement. For purposes of this section, CONTRACTOR will be  
15 referred to as the "prospective recipient".

16 B. This certification is required by the regulations implementing Executive Order  
17 12549, Debarment and Suspension, 29 Code of Federal Regulations (CFR) Part 98, section 98.510,  
18 Participants' Responsibilities.

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

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

27 (3) Where the prospective recipient of Federal assistance funds is unable to  
28 certify to any of the statements in this certification, such prospective participant shall attach an

1 explanation to this Agreement.

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

6 (5) The prospective recipient further agrees that by entering into this  
7 Agreement, it will include a clause identical to Section Eighteen (18) of this Agreement entitled  
8 "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier  
9 Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier  
10 covered transactions.

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

13 **19. LOBBYING ACTIVITY**

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

17 **20. POLITICAL ACTIVITY**

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

21 **21. SUPPLEMENTAL SOURCES**

22 CONTRACTOR shall not use any funds under this Agreement to the extent that there  
23 are any other existing or contemplated funds available to CONTRACTOR to be expended for the same  
24 services covered by this Agreement. Upon confirmation that CONTRACTOR has received funds  
25 from any other source to conduct the same services covered by this Agreement COUNTY shall have  
26 the right to reduce its payment amount accordingly.

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1           **22.    COMPLIANCE WITH APPLICABLE LAWS**

2           CONTRACTOR shall comply with all rules and regulations established pursuant to  
3 Housing and Urban Development regulations at 24 CFR Part 576, as revised by the Consolidated Plan  
4 Conforming Amendments Interim Rule, published in the Federal Register on December 5, 2011 (76  
5 Fed. Reg. 75954). CONTRACTOR must also comply with all applicable fair housing and civil rights  
6 requirements in 24 CFR 5.105(a). CONTRACTOR and any subcontractors shall comply with all  
7 applicable local, State, Federal laws, ordinances, regulations and Fresno County Charter provisions  
8 applicable to the performance of services.

9           **23.    EQUIPMENT**

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

- 15                   1)    To maintain all items of capital equipment in good working order and  
16 condition, normal wear and tear expected; and  
17                   2)    To label all items of capital equipment, perform periodic inventories as  
18 required by COUNTY and to maintain an inventory list showing where and how the capital equipment  
19 is being used, in accordance with procedures developed by COUNTY. All such lists shall be  
20 submitted to COUNTY within ten (10) days of any request therefore; and  
21                   3)    To report in writing to COUNTY immediately after discovery, the loss or  
22 theft of any items of capital equipment. For stolen items, the local law enforcement agency must be  
23 contacted and a copy of the police report submitted to COUNTY.

24          B.     The purchase of any capital equipment by CONTRACTOR shall require the  
25 prior written approval of COUNTY, and must be appropriate and directly related to CONTRACTOR's  
26 service or activity under the terms of the Agreement. No capital equipment shall be purchased during  
27 the fourth (4<sup>th</sup>) or last quarter of each term of this Agreement. COUNTY may refuse reimbursement  
28 for any costs resulting from capital equipment purchased, which are incurred by CONTRACTOR, if

1 prior written approval has not been obtained from COUNTY.

2 **24. LIMITED ENGLISH PROFICIENCY**

3 CONTRACTOR shall provide interpreting and translation services to persons  
4 participating in CONTRACTOR's services that have limited or no English language proficiency,  
5 including services to persons who are deaf or blind. Interpreter and translation services shall be  
6 provided as necessary to allow such participants meaningful access to the programs, services and  
7 benefits provided by CONTRACTOR. Interpreter and translation services, including translation of  
8 CONTRACTOR's "vital" documents (those documents that contain information that is critical for  
9 accessing CONTRACTOR's services or are required by law) shall be provided to participants at no  
10 cost to the participant. CONTRACTOR shall ensure that any employees, agents, subcontractors, or  
11 partners who interpret or translate for a program participant, or who directly communicate with a  
12 program participant in a language other than English, demonstrate proficiency in the participant's  
13 language and can effectively communicate any specialized terms and concepts peculiar to  
14 CONTRACTOR's services.

15 **25. RECORDS**

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

25 B. Monthly Activity Reports - CONTRACTOR shall submit to COUNTY by the  
26 tenth (10<sup>th</sup>) of each month, activity reports for the previous month. CONTRACTOR shall also  
27 furnish to COUNTY such statements, receipts, reports, data, support documentation and other  
28 information as COUNTY may request pertaining to matters covered by this Agreement. Said support

1 documentation must indicate the line item budget account number to which the cost is charged. In  
2 the event that CONTRACTOR fails to provide such reports or other information required hereunder,  
3 it shall be deemed sufficient cause for COUNTY to withhold monthly payments until there is  
4 compliance. In addition, CONTRACTOR shall provide written notification and explanation to  
5 COUNTY of any funds received from another source to conduct the same services covered by this  
6 Agreement within five (5) days of the receipt of such funds. The invoice and monthly activity report  
7 shall be in a form and in such detail as acceptable to COUNTY's Director of Social Services or  
8 designee.

9 C. HMIS Data Entry – HMIS entry must be completed the 20<sup>th</sup> of each month for all  
10 services provided the previous month.

11 **26. EVALUATION**

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

19 **27. NEPOTISM**

20 Except by written consent of COUNTY, no person shall be employed by  
21 CONTRACTOR who is related by blood or marriage to any member of the Board of Directors or any  
22 officer of CONTRACTOR.

23 **28. SINGLE AUDIT CLAUSE**

24 CONTRACTOR agrees to provide a copy of its audit report, performed in accordance  
25 with the requirements of the Single Audit Act of 1984 (31 USC section 7502) and subject to the terms  
26 of Office of Management and Budget (OMB) Circulars (A-110, A-122 and A-133), to COUNTY.  
27 Such audit shall be delivered to COUNTY's DSS, for review not later than nine (9) months after the  
28 close of the CONTRACTOR's fiscal year in which the funds supplied through this Agreement are

1 expended and/or received for this program. The audit must include a statement of findings or a  
2 statement that there were no findings. If there were negative findings, CONTRACTOR must include a  
3 corrective action plan signed by an authorized individual. Failure to comply with the Single Audit Act  
4 may result in COUNTY performing the necessary audit tasks, or, at COUNTY's option, contracting  
5 with a qualified accountant to perform this audit. All audit costs related to this Agreement are the sole  
6 responsibility of CONTRACTOR who agrees to take corrective action to eliminate any material  
7 noncompliance or weakness found as a result of such audit. Audit work performed by COUNTY  
8 under this section shall be performed only after written notice to CONTRACTOR and billed to  
9 CONTRACTOR at COUNTY cost as determined by COUNTY's Auditor-Controller/Treasurer-Tax  
10 Collector.

11 **29. AUDITS AND INSPECTIONS**

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

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

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

adjusted from CONTRACTOR's future payments, at the discretion of COUNTY's DSS Director or designee. In addition, COUNTY shall have the sole discretion in the determination of fiscal review outcomes, decisions and actions.

### 30. NOTICES

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

#### COUNTY

Director, County of Fresno  
Department of Social Services  
P.O. BOX 1912  
Fresno, CA 93718-1912

#### CONTRACTOR

Executive Director  
Fresno Housing Authority  
1331 Fulton Mall  
Fresno, California 93721

### 31. 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.

### 32. 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.

///



1           **33.    ENTIRE AGREEMENT**

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

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26   ///

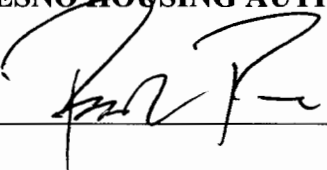
27   ///

28   ///

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

3 ATTEST:


4 **CONTRACTOR:**  
5 **FRESNO HOUSING AUTHORITY**

6 By 

7 Print Name: Preston Prince

8 Title: CEO/Executive Director  
9 Chairman of the Board, or  
10 President, or any Vice President  
11

COUNTY OF FRESNO

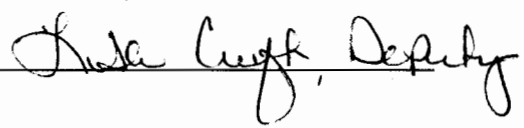
By   
Deborah A. Poochigian, Chairman  
Board of Supervisors

12 BERNICE E. SEIDEL, Clerk  
13 Board of Supervisors

14 By \_\_\_\_\_

15 Print Name: \_\_\_\_\_

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

By 

21 **PLEASE SEE ADDITIONAL**  
22 **SIGNATURE PAGE ATTACHED**

23 Mailing Address:  
24 Fresno Housing Authority  
25 1331 Fulton Mall  
26 Fresno, California 93721  
27 Phone No.: (559) 443-8400  
28 Contact: Executive Director

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: sw  
27  
28

### **Summary of Services**

ORGANIZATION: Fresno Housing Authority

ADDRESS: 1331 Fulton Mall, Fresno, CA 93721

CONTACT: Doreen Eley, Assisted Housing Manager  
(559) 443-8400

SERVICES: CalWORKs Housing Support Program

CONTRACT PERIOD AND AMOUNTS: February 24, 2015 through June 30, 2015 (\$785,725.00)  
July 1, 2015 through June 30, 2016 (\$655,942.00)  
July 1, 2016 through June 30, 2017 (\$655,942.00)

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#### **SUMMARY OF SERVICES:**

Fresno Housing Authority shall provide a California Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program (HSP) which will include activities designed to rapidly re-house families referred for services who are experiencing homelessness. Rapid re-housing is a strategy that has proven effective in ending homelessness for many and includes services designed to help those who are experiencing homelessness to be quickly re-housed and stabilized. Services will include case management, financial assistance and housing and relocation services.

Fresno Housing Authority, as the operator of the Housing and Urban Development (HUD) mandated Homeless Management Information System (HMIS) for Fresno and Madera Counties, will provide HMIS services to collect CalWORKs HSP data. The HMIS program is used for the collection of unduplicated data on services provided to individuals and families.

#### **TARGET POPULATION:**

This program will provide services to households with children residing in Fresno County who are receiving CalWORKs and seeking homeless assistance.

#### **CONTRACTOR RESPONSIBILITIES:**

Fresno Housing Authority shall provide a CalWORKs Housing Support Program offering services listed in this exhibit to clients referred and accepted to the program. When a referral is received, Fresno Housing Authority shall review the referral, conduct an intake assessment, and provide services accordingly. Families referred whose children attend Fresno Unified School District (FUSD) will receive financial assistance and housing and relocation services from Fresno Housing Authority and case management

from outside sources. Families seeking services whose children attend school outside of FUSD will receive services and case management from Fresno Housing Authority.

All families assisted through this program will be administered a Family Vulnerability Index and Service Prioritization Decision Assistance Tool (F-VI-SPDAT) prior to service commencement. Additionally, each assisted family will utilize the Fresno Madera Continuum of Care's Coordinated Assessment Housing Match system which will standardize the access and assessment process for coordinating referrals and providing assistance.

Fresno Housing Authority shall provide the following services:

1. Case Management Services: This project will employ a case manager whose primary responsibilities will be:
  - Development of an Individual Service Plan;
  - Assistance in maintaining housing;
  - Coordination of services with relevant providers; and
  - Provision of supports necessary to foster self-sufficiency.

Project participants will be required to meet with a case manager at least monthly while being provided financial assistance. Additional supports for participants will come from community partners within the Fresno Madera Continuum of Care (FMCoC), Emergency Solutions Grant (ESG) partners and Fresno County school districts including Fresno Unified School District.

The Individual Service Plan will be primarily developed by the information gathered from the F-VI-SPDAT; however, additional measures may be used. Case management is meant to quickly foster self-sufficiency such that homelessness does not reoccur. As such, primary reasons for homelessness will be discussed and plan for resolution made. Case notes will be updated monthly with progress and/or barriers noted. Reassessment of need for housing support will occur every six months. Participants will be referred to relevant, appropriate community partners based on both F-VI-SPDAT information and subsequent needs/desires of the family.

As a tenant based rental assistance program, households will exercise choice in housing location throughout the City and County of Fresno. Housing choice is a better predictor of housing stability and retention as families will take advantage of natural support amenities – i.e. educational opportunities for themselves and their children. Project participants will be assigned a Housing Counselor who will assist in housing search most suitable to the needs and desires of the family. The Housing Counselor will also advocate on the family's behalf with property managers/landlords, and assist with understanding of lease and tenant/landlord responsibilities.

2. Financial Assistance: Provide financial assistance including, but not limited to the following:
  - Rental Assistance
    - Full Monthly Rental Subsidy
    - Partial Rental Assistance
  - Security Deposits
  - Utility Deposits
  - Utility Payments
  - Moving Costs
  - Motel or Hotel Vouchers
  - Paid Shelter Costs
  - Costs to Make Home Habitable (i.e. appliances and beds, when necessary)
3. Housing and Relocation Services: Provide services including, but not limited to the following:
  - Landlord Engagement
  - Housing Search and Placement
  - Credit Repair
4. Homeless Management Information System (HMIS):
  - Each participant will be entered into HMIS at program entry, for each contact and at program exit, as mandated by HUD.
  - The Fresno Housing Authority will oversee the coordination of technical and support services to verify the HMIS program performance and insure that all participants are entered into HMIS. Housing Authority will provide reports as requested by County.

### **PERFORMANCE MEASUREMENTS:**

#### **Overall Service Objective:**

Housing Authority shall provide rapid rehousing services to assist CalWORKs families in need of housing assistance.

#### **Specific Performance Measurements:**

For the contract periods, Housing Authority shall meet the following performance measurements and levels:

### **PERFORMANCE OUTCOMES:**

- Provide Housing Support services 130 Households or 620 Participants.
- 100% of participating families will exit the program to permanent housing.
- 65% of participating families will retain their housing 6 months after exiting the program.

**BUDGET SUMMARY  
FY 2014-15**

ORGANIZATION: Fresno Housing Authority  
SERVICES: CalWORKs Housing Support Program  
CONTRACT PERIOD: February 24, 2015 – June 30, 2015 (4 months)  
CONTRACT AMOUNT: \$785,725.00

<u>BUDGET CATEGORIES</u>	<u>AMOUNT</u>
<u>RAPID RE-HOUSING</u>	
Rental Assistance	\$448,841.00
Security Deposits	\$183,027.00
Utility Deposits	\$21,250.00
Utility Payments	\$10,000.00
Motel/Hotel Vouchers	\$5,000.00
Subtotal . . . . .	\$668,118.00
<u>HOUSING &amp; RELOCATION SERVICES</u>	
Case Management	\$49,911.00
Housing Search and Placement	\$24,996.00
Subtotal . . . . .	\$74,907.00
<u>HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)</u>	
HMIS Services	\$42,700.00
Subtotal . . . . .	\$42,700.00
<b>TOTAL</b>	<b>\$785,725.00</b>

**BUDGET SUMMARY  
FY 2015-16 and FY 2016-17**

ORGANIZATION: Fresno Housing Authority

SERVICES: CalWORKs Housing Support Program

CONTRACT PERIOD: July 1, 2015 – June 30, 2016 (12 months)  
July 1, 2016 – June 30, 2017 (12 months)

CONTRACT AMOUNT: \$655,942.00 each year

<u>BUDGET CATEGORIES</u>	<u>AMOUNT</u>
<u>RAPID RE-HOUSING</u>	
Rental Assistance	\$416,871.00
Security Deposits	\$48,320.00
Utility Deposits	\$16,250.00
Utility Payments	\$5,000.00
Motel/Hotel Vouchers	\$5,000.00
Subtotal . . . . .	\$491,441.00
<u>HOUSING &amp; RELOCATION SERVICES</u>	
Case Management	\$81,411.00
Housing Search and Placement	\$40,388.00
Subtotal . . . . .	\$121,799.00
<u>HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)</u>	
HMIS Services	\$42,702.00
Subtotal . . . . .	\$42,702.00
<b>TOTAL</b>	<b>\$655,942.00</b>



## 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>	