

AMENDMENT I TO AGREEMENT No. 19-259

THIS AMENDMENT I TO AGREEMENT (hereinafter "Amendment") is made and entered into this 16th day of November, 2021, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and **WestCare California, Inc.**, a California Non-Profit Corporation, whose address is 1900 N. Gateway Blvd., Suite 100, Fresno, CA 93727 hereinafter referred to as "SUBRECIPIENT."

WITNESSETH:

WHEREAS, COUNTY is the Administrative Entity for Homeless Emergency Aid Program (HEAP) grant funds awarded to the Fresno Madera Continuum of Care (FMCoC) by the California Business Consumer Services and Housing (BCSH) Agency, as authorized by SB 850 (Chapter 48, Statutes of 2018); and

WHEREAS, COUNTY is the Administrative Entity for California Emergency Solutions and Housing (CESH) grant funds awarded to the FMCoC by the California Department of Housing and Community Development (HCD), as authorized by SB 850 (Chapter 48, Statutes of 2018); and

WHEREAS, the FMCoC has a need for coordinated homeless services to address the homelessness crisis throughout the Counties of Fresno and Madera and, therefore, the COUNTY, as the Administrative Entity for FMCoC, and SUBRECIPIENT entered into Agreement No. 19-259, dated the 4th of June 2019, for SUBRECIPIENT to provide such coordinated homeless services, providing diversion services; and

WHEREAS, COUNTY is the Administrative Entity for Homeless Housing, Assistance and Prevention (HHAP) grant funds awarded to the FMCoC by the California Business Consumer Services and Housing (BCSH) Agency, as authorized by AB 101; and

WHEREAS, COUNTY for itself was awarded HHAP grant funds by the BCSH Agency; and

WHEREAS, COUNTY, as the Administrative Entity for FMCoC, and for itself, and the SUBRECIPIENT desire to amend Agreement No. 19-259 to provide that SUBRECIPIENT shall also provide services funded by the HHAP grant funds awarded to FMCoC and the COUNTY.

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

1 1. That the existing County Agreement No. 19-259, Page one (1), line twenty-one (21),
2 beginning with the number “1” and ending on page three (3), line twelve (12) with the word “DSS,” be
3 deleted and the following inserted into its place:

4 **“1. OBLIGATIONS**

5 A. SUBRECIPIENT shall perform all services and fulfill all responsibilities to
6 provide diversion services as identified in COUNTY’s Request for Proposal (RFP) No. 19-053, dated
7 February 12, 2019, and Addendum No. One (1) to COUNTY’s RFP No. 19-053, dated February 27,
8 2019, collectively hereinafter referred to as COUNTY’s Revised RFP No. 19-053 and
9 SUBRECIPIENT’s response to said Revised RFP, all incorporated herein by reference and made part
10 of this Agreement.

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

13 C. SUBRECIPIENT shall provide services pursuant to the staffing pattern and
14 program expenses detailed in Revised Exhibit B, Budget, attached hereto and by this reference
15 incorporated herein.

16 D. SUBRECIPIENT shall maintain membership in the FMCoC and participate in
17 Coordinated Entry throughout the term of this Agreement, as described in Revised Exhibit A. If, for any
18 reason, this status is not maintained, the COUNTY may terminate this Agreement pursuant to Section
19 Three (3) of this Agreement.

20 E. COUNTY, as the Administrative Entity for HEAP grant funds awarded to
21 FMCoC, has entered into an agreement with the State of California for HEAP funding (Agreement No.
22 18-HEAP-0027), a copy of which is attached hereto as Exhibit C and is incorporated herein by this
23 reference. Services provided by SUBRECIPIENT under this Agreement shall be funded in part with
24 HEAP funding and, therefore, SUBRECIPIENT shall be aware of, agree to, and comply with all State
25 requirements governing the use of HEAP funds; and all conditions in Exhibit C. Failure to comply with
26 these requirements and conditions may result in termination of this Agreement pursuant to Section
27 Three (3) of this Agreement. Required conditions include, but are not limited to:

- 28 1) Perform the work in accordance with Federal, State, and Local housing

1 and building codes, as applicable.

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

4 3) Maintain, as required by law, unemployment insurance, disability
5 insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or
6 corporation who may be injured or damaged by the SUBRECIPIENT or any Subcontractor in
7 performing the Work or any part of it.

8 4) Agree to include all the terms of this Agreement and Exhibit C in each
9 subcontract.

10 F. COUNTY, as the Administrative Entity for CESH grant funds awarded to
11 FMCoC, has entered into an agreement with the State of California for CESH funding (Agreement No.
12 19-452), a copy of which is attached hereto as Exhibit D and is incorporated herein by this reference.
13 Services provided by SUBRECIPIENT under this Agreement shall be funded in part with CESH
14 funding allocated to the COUNTY and, therefore, SUBRECIPIENT shall be aware of, agree to, and
15 comply with all State requirements governing the use of CESH funds; and all conditions in Exhibit D.
16 Failure to comply with these requirements and conditions may result in termination of this Agreement
17 pursuant to Section Three (3) of this Agreement.

18 G. COUNTY has entered into an agreement for HHAP grant funds awarded to
19 COUNTY with the State of California HHAP funding (Agreement No. 20-HHAP-00096), a copy of
20 which is attached hereto as Exhibit E and is incorporated herein by this reference. Services provided
21 by SUBRECIPIENT under this Agreement shall be funded in part with HHAP funding allocated to the
22 COUNTY and, therefore, SUBRECIPIENT shall be aware of, agree to, and comply with all State
23 requirements governing the use of HHAP funds; and all conditions in Exhibit E. Failure to comply with
24 these requirements and conditions may result in termination of this Agreement pursuant to Section
25 Three (3) of this Agreement.

26 H. COUNTY, as the Administrative Entity for HHAP grant funds awarded to
27 FMCoC, has entered into an agreement with the State of California for HHAP funding (Agreement No.
28 20-HHAP-00097), a copy of which is attached hereto as Exhibit F and is incorporated herein by this

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

6 I. In the event of any inconsistency among the documents described in
7 Paragraphs One (1) A, B, C, D, E, F, G, and H hereinabove, the inconsistency shall be resolved by
8 giving precedence in the following order of priority: 1) to this Agreement, including all Exhibits attached
9 hereto, 2) to COUNTY's Revised RFP No. 19-053, and 3) to the SUBRECIPIENT's response to the
10 Revised RFP. A copy of COUNTY's Revised RFP 19-053 and SUBRECIPIENT's response shall be
11 retained and made available during the term of this Agreement by COUNTY's Department of Social
12 Services, hereinafter referred to as COUNTY's DSS."

13 2. That the existing County Agreement No. 19-259, Page Three (3), Section Two (2)
14 beginning with Line Thirteen (13), with the number "2" and ending on Page Three (3), Line Fifteen (15)
15 with the year "2021," be deleted and the following inserted in its place:

16 **"2. TERM**

17 This Agreement shall be effective on the 4th of June 2019, though and including
18 November 30, 2023."

19 3. That the existing County Agreement No. 19-259, page Four (4), Section Four (4)
20 beginning with Line Ten (10), with the number "4" and ending on Page Five (5), Line Ten (10) with the
21 word "Agreement," be deleted and the following be inserted in its place:

22 **"4. COMPENSATION**

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

28 In no event shall actual services performed under this Agreement be in excess of Two

1 Million, Four Thousand and No/100 Dollars (\$2,004,000). For the period of June 4, 2019 to May 31,
2 2021, in no event shall services performed under this Agreement exceed One Million and No/100
3 Dollars (\$1,000,000). For the period of June 1, 2021 to November 30, 2021, in no event shall services
4 performed under this Agreement exceed Two Hundred Thousand and No/100 Dollars (\$200,000). For
5 the period of December 1, 2021 to November 30, 2022, in no event shall services performed under
6 this Agreement exceed Four Hundred Two Thousand and No/100 Dollars (\$402,000). For the period of
7 December 1, 2022 to November 30, 2023, in no event shall services performed under this Agreement
8 exceed Four Hundred Two Thousand and No/100 Dollars (\$402,000). Payments by COUNTY shall be
9 in arrears, for services provided during the preceding month, within forty-five (45) days after receipt,
10 verification and approval of SUBRECIPIENT's invoices by COUNTY.

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

22 To the extent permitted by State and Federal rules and regulations, advanced payment
23 of up to ten percent (10%) of the maximum compensation for the first twelve (12) months under this
24 Agreement may be requested of COUNTY by SUBRECIPIENT. Advance payments shall be limited to
25 implementation costs for new and/or expanded services only. Approval of an advanced payment is at
26 the sole discretion of COUNTY's DSS Director or designee. If advanced payment occurs, the amount
27 of the advanced payment shall be deducted in equal installments from claims submitted during the
28 seventh through twelfth months of this Agreement."

1 4. That all references in existing COUNTY Agreement No. 19-259 to Exhibit A shall be
2 changed to read "Revised Exhibit A," which is attached hereto and incorporated herein by this
3 reference.

4 5. That all references in existing COUNTY Agreement No. 19-259 to Exhibit B shall be
5 changed to read "Revised Exhibit B," which is attached hereto and incorporated herein by this
6 reference.

7 6. That all references in existing COUNTY Agreement No. 19-259 to Exhibit D (Self-
8 Dealing Transaction Disclosure Form) shall be changed to read "Exhibit G," which is attached hereto
9 and incorporated herein by this reference.

10 7. ELECTRONIC SIGNATURE: The parties agree that this Amendment may be executed
11 by electronic signature as provided in this section. An "electronic signature" means any symbol or
12 process intended by an individual signing this Amendment to represent their signature, including but
13 not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an
14 electronically scanned and transmitted (for example by PDF document) of a handwritten signature.
15 Each electronic signature affixed or attached to this Amendment (1) is deemed equivalent to a valid
16 original handwritten signature of the person signing this Amendment for all purposes, including but not
17 limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and
18 effect as the valid original handwritten signature of that person. The provisions of this section satisfy
19 the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction
20 Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital
21 signature represents that it has undertaken and satisfied the requirements of Government Code
22 section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely
23 upon that representation. This Amendment is not conditioned upon the parties conducting the
24 transactions under it by electronic means and either party may sign this Amendment with an original
25 handwritten signature.

26 COUNTY and SUBRECIPIENT agree that this Amendment is sufficient to amend Agreement
27 No. 19-259 and, that upon execution of this Amendment, the original Agreement and this Amendment,
28 shall together be considered the Agreement.

1 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
2 covenants, conditions, and promises contained in this Agreement not amended herein shall remain in
3 full force and effect. This Amendment shall be effective upon execution on the day first written
4 hereinabove.

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

3 ATTEST:

4 **CONTRACTOR:**
WestCare California, Inc.

COUNTY OF FRESNO

5
6 By: Shawn A. Jenkins
7 Print Name: Shawn A. Jenkins
8 Title: COO
9 Chairman of the Board, or
President, or any Vice President

Steven Brandau
Steven Brandau, Chairman of the Board of
Supervisors of the County of Fresno

10 *Attesting to the authority*
11 *of the COO to execute*
12 *subsequent to Resolution*
13 *WCCA 202102*
By: Jim Hanna *10/22/21*
WCCAL

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

14 Print Name: Jim Hanna
15 Title: Corporate Secretary
16 Secretary (of Corporation), or
17 any Assistant Secretary, or
18 Chief Financial Officer, or
19 any Assistant Treasurer

BY: Rosei Cuyf

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

24 Fund/Subclass: 0001/10000
25 Organization: 56107114
26 Account/Program: 7870

27
28 DEN:sgv

SUMMARY OF SERVICES

ORGANIZATION: WestCare California, Inc.
ADDRESS: 1900 N. Gateway Blvd., Suite 100, Fresno, CA 93727
TELEPHONE: (559) 251-4800
CONTACT: Shawn Jenkins, Deputy Chief Operating Officer
EMAIL: shawn.jenkins@Westcare.com
CONTRACT: Diversion Services
CONTRACT TERM: June 4, 2019 to November 30, 2023
CONTRACT AMOUNT: \$ 2,004,000

SUMMARY OF SERVICES

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

TARGET POPULATION

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

DIVERSION SERVICES

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

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

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

SUBRECIPIENT RESPONSIBILITIES

WestCare shall:

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

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

PERFORMANCE MEASUREMENTS AND OUTCOMES

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

WestCare shall meet the following outcomes:

- Provide Diversion services to a minimum of 300 participants per each 12-month period of the 54-month contract period. A minimum of 1,350 participants will be served for the entire contract period.
- A minimum of 50% of participants will be connected to appropriate permanent housing.
- Provide direct financial assistance to a maximum of 150 participants per each 12-month period of the 54-month contract period.
- Diversion program participants will attain a successful exit from the program within 30 days.
- Provide Diversion training to FMCoC members at least once quarterly. All FMCoC members will be offered Diversion training during the contract term.

BUDGET SUMMARY

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

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

BUDGET SUMMARY

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

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

BUDGET SUMMARY

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

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

BUDGET SUMMARY

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

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 18-CESH-12459	PURCHASING AUTHORITY NUMBER (if applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME
County of Fresno

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
Five (5) Years from the Effective Date

3. The maximum amount of this Agreement is:
\$1,563,085.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	CESH Program Terms and Conditions	7
Exhibit E	Special Conditions	1
Exhibit F	Additional Provisions	0
TOTAL NUMBER OF PAGES ATTACHED		13 pages

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS P.O. Box 24055	CITY Fresno	STATE CA	ZIP 93779
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PRINTED NAME OF PERSON SIGNING <i>Nathan Maggig</i>	TITLE <i>Chairman</i>
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED <i>9/24/19</i>

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS 2020 W. El Camino Ave., Suite 130	CITY Sacramento	STATE CA	ZIP 95833
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PRINTED NAME OF PERSON SIGNING Synthia Rhinehart	TITLE Contracts Manager, Business & Contract Services Branch
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CONTRACTING AGENCY AUTHORIZED SIGNATURE 	DATE SIGNED <i>10/4/19</i>
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California Department of General Services Approval (or exemption, if applicable)

ATTEST:

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

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

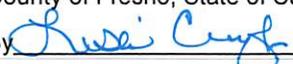
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EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to Part 2 of Division 31 Chapter 2.8 of the Health and Safety Code (commencing with Section 50490) enacted in 2018, as amended and in effect from time to time (the "CESH Statutes"), the State has established the California Emergency Solutions and Housing Program (the "Program"). This Standard Agreement along with all its exhibits (the "Agreement") is entered under the authority of, and in furtherance of the purpose of, the Program. Pursuant to Health and Safety Code, Section 50490.1(b), the California Department of Housing and Community Development (referred to herein as "HCD" or "Department") has issued that certain Notice of Funding Availability, dated August 15, 2018, as amended from time to time (the "NOFA") to govern administration of the fund and carry out the Program.

2. Purpose

In accordance with the authority cited above, an application was made to the State (the "Application") for assistance from the Program for the purpose of funding eligible activities relating to homelessness within a specified Continuum of Care ("CoC") service area, as defined in Health and Safety Code Section 50490. By entering into this Agreement and thereby accepting the award of the CESH grant funds (the "Grant"), the Contractor (sometimes referred to herein as the "Applicant") agrees to comply with the terms and conditions of the NOFA, this Agreement, the representations contained in the Application, and the requirements of the authorities cited above.

3. Definitions

Capitalized terms not otherwise defined herein shall have the meaning of the definitions set forth in Health and Safety Code Section 50490.

4. Scope of Work

The scope of work ("Work") for this Agreement shall consist of one or more of the following eligible uses:

- A. Rental assistance, housing relocation and stabilization services to ensure housing affordability to individuals experiencing homeless or who are at risk of homelessness.
- B. Operating subsidies in the form of 15-year capitalized operating reserves for new and existing affordable permanent housing units for homeless individuals and/or families.
- C. Flexible housing subsidy funds for local programs that establish or support the provision of rental subsidies in permanent housing to assist homeless individuals and families. Funds used for purposes of this paragraph may support rental assistance, bridge subsidies to property owners waiting for approval from another permanent rental subsidy source, vacancy payments, or project-based rent or operating reserves.

County of Fresno
18-CESH-12459
Page 2 of 3

EXHIBIT A

- D. Operating support for emergency housing interventions, including, but not limited to, the following:
- 1) Navigation centers that provide temporary room and board and case managers who work to connect homeless individuals and families to income, public benefits, health services, permanent housing, or other shelter.
 - 2) Street outreach services to connect unsheltered homeless individuals and families to temporary or permanent housing.
 - 3) Shelter diversion, including, but not limited to, homelessness prevention activities such those described in 24 CFR 576.103, and other necessary service integration activities such as those described in 24 CFR 576.105, to connect individuals and families to alternate housing arrangements, services, and financial assistance
- E. Systems support for activities necessary to maintain a comprehensive homeless services and housing delivery system, including Coordinated Entry System (CES) data, and Homeless Management Information System (HMIS) reporting, and homelessness planning activities.
- F. Development or updating of a CES, if the CoC does not have a system in place that meets the requirements of 24 CFR 576.400(d) or 24 CFR 578.7(a)(8), as applicable, and related HUD requirements, as set forth in Section II.E.3.A of the NOFA.
- G. Development of a plan addressing actions to be taken within the CoC service area if no such plan exists.
- H. Contractor may contract with a Subrecipient if the Contractor determines that the Subrecipient is qualified to carry out the eligible activities with the allocated funds. Subrecipients shall include a unit of local government, a private non-profit, or a for-profit organization

5. Department Contract Coordinator

The Department's Contract Coordinator for this Agreement is the Grant Management CESH Program Manager of the Division of Financial Assistance, or their designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the Department Contract Coordinator at the following address:

California Department of Housing and Community Development
ATTENTION: California Emergency Solutions and Housing Grant Fund Program (CESH)
Grant Management Section
2020 West El Camino Avenue, Suite 400, 95833
P. O. Box 952050
Sacramento, CA 94252-2050

California Emergency Solutions and Housing (CESH) Program Grant
NOFA Date: 08/15/18
Approved Date: 05/21/2019
Prep. Date: 06/24/2019

EXHIBIT A

6. Contractor Contract Coordinator

The Contractor’s contract coordinator for this Agreement is the Authorized Representative listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement may be mailed by first class mail, or sent through a commercial courier to the Authorized Representative at the following address:

Authorized Representative Name:	Delfino Neira
Authorized Representative Title:	Director, Department of Social Services
Agency Name:	County of Fresno
Address:	205 W. Pontiac Way Clovis, CA 93612
Phone No.:	(559) 600-2301
Email Address:	dneira@fresnocountyca.gov

7. Effective Date, Term of Agreement, and Deadlines

- A. This Agreement is effective upon approval by the Department, which is the date executed by all parties (such date, the “Effective Date”).
- B. This Agreement shall terminate five (5) years after the Effective Date as stated in STD 213, paragraph 2 (such date, the “Expiration Date”).
- C. Grant expenses must be incurred from the Effective Date of this Agreement until the date which is 90 calendar days prior to the Expiration Date (such date, the “Expenditure Deadline”).
- D. Any expenses incurred prior to the Effective Date or after the Expenditure Deadline will not be eligible for payment from any Grant funds. Any Grant funds which have not been expended by the Expenditure Deadline shall be disencumbered and revert to the Department.
- E. Contractor must issue award letters to any Subrecipients within 24 months of an award letter from HCD.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

Contractor has been awarded the following grant activity amounts:

Rental Assistance, Housing Relocation and Stabilization Services	\$ 784,931
Operating Support for Emergency Housing Interventions	\$ 600,000
Development of a Plan Addressing Actions Within Service Area	\$ 100,000
Projected Administration Costs	\$ <u>78,154</u>
TOTAL AWARD AMOUNT	\$1,563,085

Contractor will be responsible for maintaining oversight of any minimum and maximum grant activity amounts, since they will be evaluating Subrecipient applications and managing those contracts.

2. Conditions of Disbursement

Prior to receiving any Grant funds, the Contractor shall submit the following for the Department's approval:

- A. Payee Data Record (Std. 204) or Government TIN Form, as applicable;
- B. Certification from the CoC documenting that the Contractor has been designated by the CoC to administer the Grant;
- C. HUD Coordinated Entry Process Self-Assessment or, alternatively, documentation satisfactory to the Department in its reasonable discretion which demonstrates that a minimum of 20 percent of the allocation to the CoC service area will be used to implement or update its systems to comply with the applicable HUD requirements;
- D. Local program or project selection process documentation satisfactory to the Department in its reasonable discretion; and,
- E. Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of Grant funds.

EXHIBIT B

3. Performance

- A. Contractor must issue award letters to any Subrecipients within 24 months of an award letter from HCD.

4. Fiscal Administration

- A. The Contractor may request a disbursement of up to 40 percent of total awarded Grant funds at one time. After initial disbursement, Contractor must demonstrate prior to each subsequent disbursement request, using the forms provided by HCD, that at least 80 percent of Grant funds previously disbursed have been expended by Contractor or otherwise awarded to Subrecipients pursuant to the terms of this Agreement. Administrative costs related to the planning and execution of eligible activities shall not exceed 5 percent of each disbursement.
- B. A separate checking account for the Grant funds is not required. However, the Contractor shall deposit Grant funds in an interest-bearing checking or savings account insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for eligible Program activities and accounted for in Contractor's annual expenditure report.
- C. The Contractor shall make a good faith effort to minimize the number of disbursement requests by anticipating and requesting funds in advance.
- D. The Contractor may request that Grant funds awarded for a certain eligible activity be moved to another awarded activity without an amendment to this Agreement. This request must be made in writing to HCD and shall be effective only upon written HCD approval. HCD's decision to approve or deny any such request shall be final, absent fraud, mistake or arbitrariness.
- E. Any Grant funds which have not been expended by the Expenditure Deadline must be returned to HCD with accrued interest. Checks shall be made payable to the Department of Housing and Community Development and shall be mailed to the Department at the address below, no later than (thirty) 30 calendar days after the Expenditure Deadline.

California Department of Housing and Community Development
Accounting Division, Suite 300
2020 W. El Camino Avenue
Sacramento, California 95833

EXHIBIT D

CESH PROGRAM TERMS AND CONDITIONS

1. Strict Compliance

Contractor will strictly comply with the terms, conditions and requirements of the CESH Statutes, the NOFA and this Agreement.

2. Contractor's Application for Funds

- A. Contractor has submitted to the Department an Application for a Grant under the Program. The Department is entering into this Agreement based on, and in substantial reliance upon, Contractor's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. Contractor warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of Contractor's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the Grants or activities governed by this Agreement, then the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

3. Eligible Activities

Grant funds awarded to the Contractor and expended by either the Contractor or any Subrecipient shall be used for the eligible activities set forth in Exhibit A as required by the CESH Statutes. The following additional limitations or requirements shall apply:

- A. A Contractor shall not use more than 40 percent of any funds allocated in a fiscal year for operating support for emergency housing interventions as described in Health and Safety Code Section 50490.4(f).
- B. If the CoC does not have a functioning CES and HMIS that meet the requirements of 24 CFR 576.400(d) or 24 CFR 578.7(a)(8), as applicable, and related HUD requirements, as set forth in Section II.E.3.A of the NOFA, a minimum of 20 percent of the allocation to the CoC service area will be used to implement or update its systems to comply with such requirements. Eligible CES costs do not include capital development activities, including, but not limited to, real property acquisition, construction, or rehabilitation activities.
- C. A Contractor shall not use more than 5 percent of an allocation for a CoC service area for administrative costs related to the planning and execution of eligible activities. A Contractor may share any funds available for administrative costs with Subrecipients.

EXHIBIT D

- D. Rental assistance provided as an eligible activity shall not exceed 48 months for each assisted household and rent payments shall not exceed two times the current HUD fair market rent for the local area, as determined pursuant to 24 CFR part 888.

4. Core Practices

- A. A Contractor or Subrecipient must provide eligible activities in a manner consistent with the housing first practices described in California Code of Regulations, title 25, section 8409(b)(1)-(6). A Contractor or Subrecipient allocated funds for eligible activities that provide permanent housing shall incorporate the core components of Housing First as provided in Section 8255(b) of the Welfare and Institutions Code.
- B. Except in the case of a program or project specifically targeting homelessness prevention activities as part of shelter diversion activities, as described in Section II.B.4.C of the NOFA, a Contractor that is allocated CESH Program funds shall prioritize assistance to homeless individuals and families over assistance to individuals and families at risk of homelessness.

5. Monitoring Grant Activities

- A. Contractor shall monitor the activities selected and awarded by them to ensure compliance with CESH requirements. An onsite monitoring visit of Subrecipients and any other service providers shall occur whenever determined necessary by the Contractor, but at least once during the Grant period.
- B. The Department will monitor the performance of the Contractor based on a risk assessment and according to the terms of this Agreement. The Department may also monitor any Subrecipients of the Contractor as the Department deems appropriate based on a risk assessment.
- C. The Department will monitor the performance of the Contractor and funded projects based on the performance measures tracked by HMIS data for the CoC service area. The Department will work collaboratively with the Contractor to develop performance improvement plans if project-level or system-wide performance is determined to be substandard by the Department in its reasonable discretion.
- D. As requested by the Department, the Contractor shall submit to the Department all CESH monitoring documentation necessary to ensure that Contractor and its Subrecipients are in continued compliance with CESH requirements. Such documentation requirements and the submission deadline shall be provided by the Department at the time such information is requested from the Contractor.

EXHIBIT D

6. Reporting/Audits

- A. Commencing with the Effective Date of this Agreement and continuing through the Expiration Date, the Contractor shall submit an annual report to the Department by July 31 of each year that reports all activities from the previous fiscal year (7/1–6/30), on forms provided by the Department.

The first report will be due on July 31, 2020 and will report all activities from date of initial fund disbursement through June 30, 2019 in addition to reporting all activities from the 7/1/19 – 6/30/20 fiscal year.

- B. The annual expenditure report shall contain a detailed report which must include, at a minimum:

- 1) The Contractor's program or project selection process performed in collaboration with the CoC;
- 2) Amounts awarded to Subrecipients with the activity(ies) identified;
- 3) Projected performance measures;
- 4) Contract expenditures;
- 5) The expenditures and activities of any Subrecipients for each year of the term of the contract with HCD until all funds awarded to a Subrecipient have been expended; and,
- 6) Progress on the following performance measures and others established by the Contractor and described in the Application to evaluate success in implementing eligible activities:
 - a) The number of homeless persons served;
 - b) The number of unsheltered homeless persons served, and the average length of time spent as homeless before entry into the program or project;
 - c) The number of homeless persons exiting the program or project to permanent housing; and,
 - d) The number of persons that return to homelessness after exiting the program or project.

- C. The Contractor is responsible for the completion of audits and all costs of preparing audits.

EXHIBIT D

- D. The Department reserves the right to perform or cause to be performed a financial audit. At the Department's request, the Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant.
- E. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in 24 CFR 85.36.
 - 1) The Contractor shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
 - 2) The Contractor is responsible for the completion of audits and all costs of preparing audits.
 - 3) If there are audit findings, the Contractor must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.

7. Retention and Inspection of Records

- A. The Contractor is responsible for maintaining records which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds.
- B. The Contractor agrees that the Department or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Contractor agrees to provide the Department or its designee, with any relevant information requested. The Contractor agrees to permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the CESH Statutes, the NOFA, and this Agreement.
- C. The Contractor further agrees to retain all records for a period of (5) five years after the end of the term of this Agreement:
 - 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

EXHIBIT D

2) The Contractor also agrees to include in any contract that it enters into in an amount exceeding \$10,000, the Department's right to audit the contractor's records and interview their employees. The Contractor shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Code Section 10115.10.

D. The determination by the Department of the eligibility of any expenditure shall be final. If the eligibility of any expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and HCD shall determine the reimbursement method for the amount disallowed.

E. The Contractor shall retain all books and records relevant to this Agreement for a minimum of (5) five years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

8. **Breach and Remedies**

A. The following shall each constitute a breach of this Agreement:

- 1) Contractor's failure to comply with the terms of this Agreement.
- 2) Use of, or permitting the use of, Grant funds provided under this Agreement for any ineligible costs or for activities not approved under this Agreement.
- 3) Any failure to comply with the deadlines set forth in this Agreement.

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

- 1) Bar the Contractor from applying for future CESH funds;
- 2) Revoke any other existing CESH award(s) to the Contractor;
- 3) Require the return of any unexpended CESH funds disbursed under this Agreement;
- 4) Require repayment of CESH funds disbursed and expended under this agreement;
- 5) Require the immediate return to the Department of all funds derived from the use of CESH funds including, but not limited to recaptured funds and returned funds;
- 6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with the CESH Program requirements; and,

EXHIBIT D

7) Seek such other remedies as may be available under the relevant agreement or any law.

C. All remedies available to the Department are cumulative and not exclusive.

D. The Department may give written notice to the Contractor to cure the breach or violation within a period of not less than 15 days.

9. **Termination**

A. The Department may terminate this Agreement at any time for cause by giving a minimum of fourteen (14) days' notice of termination, in writing, to the Contractor. Cause shall consist of, violations of any terms and/or special conditions of this Agreement, the CESH Statutes, or the NOFA. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Contractor shall be returned to the Department within thirty (30) days of the notice of termination.

B. This Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

C. The Department has the option to terminate this Agreement under the fourteen (14) day cancellation clause or to amend this Agreement to reflect any reduction of funds.

10. **Waivers**

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

11. **Relocation**

Contractor shall comply with all requirements of applicable California relocation law (Gov. Code, § 7260 et seq. and the regulations promulgated thereunder at Cal. Code Regulations, Title. 25, § 6000 et seq.). Any relocation plan for the Development shall be subject to the review and approval by the State.

EXHIBIT D

12. **Special Conditions-Contractors and Subrecipients**

The Contractor agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit E. These conditions shall be met to the satisfaction of the Department prior to disbursement of funds. The Contractor shall ensure that all Subrecipients are made aware of and agree to comply with all conditions of this Agreement and the applicable State requirements governing the use of Grant funds. The Contractor shall ensure that all Subrecipients are qualified to do business and in good standing with the California Secretary of State and the California Franchise Tax Board. Failure to comply with these conditions may result in cancellation of this Agreement.

13. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Grant, the Contractor, its Subrecipients, and any other Grant activity.

14. **Litigation**

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

EXHIBIT E

SPECIAL CONDITIONS

These Special Conditions are specific for this Standard Agreement.

1. None.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
20-HHAP-00096

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services, and Housing Agency

CONTRACTOR NAME

County of Fresno

2. The term of this Agreement is:

START DATE

Upon BCSH Approval

THROUGH END DATE

06/30/2025

3. The maximum amount of this Agreement is:

\$2,325,640.36

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	1-6
Exhibit B	Budget Detail and Payment Provisions	7-11
Exhibit C	Homeless Coordinating and Financing Council Terms and Conditions	12-21
+ - Exhibit D	Special Terms and Conditions	22
+ - Exhibit E*	General Terms and Conditions	23

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

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

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

CONTRACTOR

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

County of Fresno

CONTRACTOR BUSINESS ADDRESS

PO Box 24055

PRINTED NAME OF PERSON SIGNING

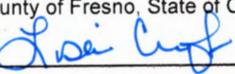
Ernest Buddy Mendes

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors

County of Fresno, State of California

By  Deputy

CONTRACTOR AUTHORIZED SIGNATURE



CITY

Fresno

STATE

CA

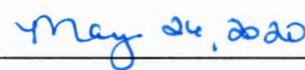
ZIP

93612

TITLE

Chairman, Board of Supervisors

DATE SIGNED

 May 26, 2020

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 20-HHAP-00096	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Business, Consumer Services, and Housing Agency			
CONTRACTING AGENCY ADDRESS 915 Capitol Mall, Suite 350A	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Lourdes Castro Ramírez	TITLE Secretary		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

For Accounting use only:

Fund: 0065

Subclass: 17237

Org: 1132

Account: 3575-State Other

Homeless Housing, Assistance and Prevention Standard Agreement

EXHIBIT A SCOPE OF WORK

1. Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program (“HHAP” or “Program” or “grant”) pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Added by Stats.2019, c. 159 (A.B. 101), § 10, eff. July 31, 2019.)

The Program is administered by the California Homeless Coordinating and Financing Council (“Council”) in the Business, Consumer Services and Housing Agency (“Agency”). HHAP provides one-time flexible block grant funds to continuums of care, large cities (population of 300,000+) and counties as defined in the December 6, 2019 HHAP Notice of Funding Availability (“NOFA”) to support regional coordination and expand or develop local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

This Standard Agreement along with all its exhibits (“Agreement”) is entered into by the Agency and a continuum of care, a city, or a county (“Grantee”) under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of the Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee’s application, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to provide one-time block grant funding to support regional coordination, and to expand or develop local capacity to address immediate homelessness challenges. Activities will be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing. In accordance with the authority cited above, an application was created and submitted by the Grantee for HHAP funds to be allocated for eligible uses as stated in Health and Safety Code section 50219, subdivision (c)(1) – (8).

EBM

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT A
SCOPE OF WORK**

3. Definitions

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

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

Homeless Housing, Assistance and Prevention Standard Agreement

EXHIBIT A SCOPE OF WORK

database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

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

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

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

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

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

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

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

Homeless Housing, Assistance and Prevention Standard Agreement

EXHIBIT A SCOPE OF WORK

(p) “Program allocation” means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges, in the amount of six hundred fifty million dollars (\$650,000,000).

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

Additional definitions for the purposes of the HHAP program:

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

“Expended” means all HHAP funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding. In the case of an award made through subcontracting, subcontractors are required to obligate the funds by the same statutory deadlines.

“Grantee” means the continuum of care, city, or county that has entered into contract with the Business, Consumer Services and Housing Agency and is receiving HHAP funding.

4. Scope of Work

The Scope of Work (“Work”) for this Agreement shall include uses that are consistent with Health and Safety Code section 50219, subdivision (c)(1) – (8), and any other applicable laws. Eligible uses include the following:

- A. Rental assistance and rapid rehousing.
- B. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- C. Incentives to landlords, including, but not limited to, security deposits and holding fees.
- D. Outreach and coordination, which may include access to job programs, to assist vulnerable populations in accessing permanent housing and to promote housing stability in supportive housing.

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT A
SCOPE OF WORK**

- E. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- F. Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions.
- G. Prevention and shelter diversion to permanent housing.
- H. New navigation centers and emergency shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - i. The number of available shelter beds in the city, county, or region served by a continuum of care.
 - ii. Shelter vacancy rate in the summer and winter months.
 - iii. Percentage of exits from emergency shelters to permanent housing solutions.
 - iv. A plan to connect residents to permanent housing.

5. Agency Contract Coordinator

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

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	County of Fresno
SECTION/UNIT:	Homeless Coordinating and Financing Council (HCFC)	
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA 95814	PO Box 24055 Fresno, California 93612
CONTRACT MANAGER	Amber Ostrander	Laura Moreno Program Manager
PHONE NUMBER:	916-651-7995	559-600-2335
EMAIL ADDRESS:	Amber.Ostrander@bcsh.ca.gov	lhaga@fresnocountyca.gov

Homeless Housing, Assistance and Prevention Standard Agreement

EXHIBIT A SCOPE OF WORK

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

6. Effective Date, Term of Agreement, and Deadlines

A. This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.

B. Contractual Obligation:

- Grantees that are counties must contractually obligate **100 percent** of their full program allocations on or before **May 31, 2023**.
- Grantees that are cities or continuums of care must contractually obligate no less than **50 percent** of program allocations on or before **May 31, 2023**.

Cities or continuums of care that contractually obligate less than 50 percent or program allocations after May 31, 2023 are subject to an alternative disbursement plan as required under (Health & Safety Code, § 50220, subdivision (a)(4)(B)).

C. Full Expenditure of HHAP Grant Funds

- All HHAP grant funds (**100 percent**) must be expended by **June 30, 2025**. Any funds not expended by that date shall revert to the General Fund. (Health & Safety Code, § 50220, subdivision (e).)

7. Special Conditions

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

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

1. Budget Detail & Changes

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

The Grantee shall expend HHAP funds on eligible activities as detailed in the annual budget submitted with the Grantee's approved application. The Grantee shall submit an updated budget with the annual report that revises and reports all actual and projected expenditures of HHAP funds.

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the Agency so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the budget approved with the Grantee's application. Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the Council's HHAP Grant Manager or his/her designee, in writing, before the Grantee may expend HHAP funds according to an alternative budget. The HHAP Grant Manager will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Grant Manager or his/her designee as required by this section may be considered a breach of this Agreement.

2. General Conditions Prior to Disbursement

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

- A. Request for Funds Form (RFF)
- B. STD 213 Standard Agreement - 2 original copies of the signed STD 213 form and initialed Exhibits A through E.
- C. Data Use Agreement (**continuums of care and counties that accepted redirected funding from a continuum of care- see Exhibit D for relevant Special Terms and Conditions**)

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Homeless Housing, Assistance and Prevention Standard Agreement

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

3. Disbursement of Funds

HHAP funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Agency, the Department of General Services (DGS) and the State Controller's Office (SCO). Once Agency receives, reviews, and signs off on the completed documents, the documents will be sent to DGS for review. Once DGS review is completed, documents will be forwarded to SCO for final review and fund disbursement. The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. HHAP funds will be disbursed in a single allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

4. Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are set forth in the Homeless Housing, Assistance, and Prevention Program statutes. Health and Safety Code sections 50218, 50219, and 50220 mandate the following:

- A. Up to 5 percent of the HHAP allocation may be expended for the following uses that are intended to meet federal requirements for housing funding:
 - (1) Strategic homelessness plan, as defined in section 578.7(c) of Title 24 of the Code of Federal Regulations; and/or
 - (2) Infrastructure development to support coordinated entry systems and Homeless Management Information Systems.
- B. No more than 7 percent of the HHAP allocation may be used for administrative costs incurred by the Grantee.
- C. At least 8 percent of the HHAP allocation shall be used to establish or expand services for homeless youth populations.
- D. Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP funds by May 31, 2023. If less than 50 percent is obligated after May 31, 2023, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

- (1) On or before June 30, 2023, the Grantee submits an alternative disbursement plan to Agency that includes an explanation for the delay and a plan to fully expend these funds by December 31, 2023.
 - (2) Agency approves the alternative disbursement plan.
If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2023, the funds shall be returned to Agency.
- E. Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2023. Any funds that are not contractually obligated by this date shall be reverted to the continuum of care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.
- Counties not obligating their full program allocation by May 31, 2023 are required to notify Agency on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2023, the county shall provide Agency with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.
- F. All HHAP funds shall be expended by June 30, 2025.
- G. Any funds not expended by June 30, 2025 shall revert to the General Fund.

5. Reimbursement

HHAP program funds should not generally be obligated or expended prior to the effective date of this Agreement. However, Agency acknowledges that there may be circumstances that would require reimbursement in order to prevent or address homelessness in a given jurisdiction. When considering a reimbursement, the following requirements are applicable:

- A. Reimbursement is not permitted for activities occurring prior to July 1, 2019.

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

- B. Reimbursement shall not supplant existing local funds for homeless housing, assistance, or prevention.
- C. Approval from HCFC must be obtained prior to obtaining reimbursement.
- D. Capital improvement projects pertaining to emergency shelters and navigation centers are still required to demonstrate need. Eligible applicants are required

to submit the following information for HCFC to review and approve or deny such projects:

- (1) The number of available shelter beds in the jurisdiction;
- (2) The shelter vacancy rate in the summer and winter months;
- (3) The percentage of exits from emergency shelters to permanent housing solutions; and
- (4) A plan to connect residents to permanent housing.

6. Ineligible Costs

HHAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code sections 50218 and 50219.

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

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

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

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

Homeless Housing, Assistance and Prevention Standard Agreement

7. Administrative Costs

The Grantee must comply with Health and Safety Code section 50219, subdivision (e), which limits the Grantee's administrative costs to no more than 7 percent of total HHAP funds received. For purposes of this requirement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the Program allocation.

**Homeless Housing, Assistance and Prevention
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**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

1. Termination and Sufficiency of Funds

A. Termination of Agreement

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

B. Sufficiency of Funds

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

2. Transfers

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of Agency and a formal amendment to this Agreement to affect such subcontract or novation.

3. Grantee's Application for Funds

Grantee has submitted to Agency an application for HHAP funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Agency is entering into this Agreement on the basis of, and in substantial reliance upon, Grantee's facts, information, assertions and representations contained in that application, and in any subsequent modifications or additions thereto approved by Agency. The application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

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**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
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Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Agency approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Agency may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4. Reporting/Audits

A. Annual Report Deadlines

By January 1, 2021, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to Agency in a format provided by Agency. If the Grantee fails to provide such documentation, Agency may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than January 1, 2026, the Grantee shall submit a final report, in a format provided by Agency, as well as a detailed explanation of all uses of the Program funds.

B. Reporting Requirements

The annual report shall contain detailed information in accordance with Health and Safety Code section 50221, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by Agency:

1. An ongoing tracking of the specific uses and expenditures of any Program funds broken out by eligible uses listed, including the current status of those funds.
2. The number of homeless individuals served by the Program funds in that year, and a total number served in all years of the Program, as well as the homeless populations served.
3. The types of housing assistance provided, broken out by the number of individuals.

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4. Outcome data for an individual served through Program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

In addition to the annual reports, Agency requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to the agency on a form and method provide by the agency, that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information the agency deems appropriate or necessary.

Agency may require additional supplemental reporting with written notice to the Grantee.

C. Auditing

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

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

5. Inspection and Retention of Records

A. Record Inspection

The Grantee agrees that Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Agency, or its designee, with any

**Homeless Housing, Assistance and Prevention
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**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
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relevant information requested. The Grantee agrees to give Agency or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP program guidance document published on the website, and this Agreement.

B. Record Retention

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

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

6. Breach and Remedies

A. Breach of Agreement

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

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

B. Remedies for Breach of Agreement

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

1. Bar the Grantee from applying for future HHAP funds;
2. Revoke any other existing HHAP award(s) to the Grantee;
3. Require the return of any unexpended HHAP funds disbursed under this Agreement;
4. Require repayment of HHAP funds disbursed and expended under this Agreement;

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5. Require the immediate return to Agency of all funds derived from the use of HHAP funds including, but not limited to, recaptured funds and returned funds; and
6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHAP requirements.

C. All remedies available to Agency are cumulative and not exclusive.

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

7. Waivers

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

8. Nondiscrimination

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

**Homeless Housing, Assistance and Prevention
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**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
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under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. Conflict of Interest

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50219, subdivision (h) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C.

**Homeless Housing, Assistance and Prevention
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**EXHIBIT C
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C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the a Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

D. Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial

E. interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10. Drug-Free Workplace Certification

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

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

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

1. The dangers of drug abuse in the workplace;
2. Grantee's policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation, and employee assistance program; and
4. Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

**Homeless Housing, Assistance and Prevention
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**EXHIBIT C
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C. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

1. Will receive a copy of Grantee's drug-free policy statement, and
2. Will agree to abide by terms of Grantee's condition of employment or subcontract.

11. Child Support Compliance Act

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

A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12. Special Conditions – Grantees/SubGrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Grantee shall ensure that all SubGrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP funds. Failure to comply with these conditions may result in termination of this Agreement.

A. The Agreement between the Grantee and any SubGrantee shall require the Grantee and its SubGrantees, if any, to:

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

**Homeless Housing, Assistance and Prevention
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2. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any SubGrantee in performing the Work or any part of it.
4. Agree to include all the terms of this Agreement in each subcontract.

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

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

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

14. Inspections

A. Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

B. Agency reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

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

**Homeless Housing, Assistance and Prevention
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**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
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15. Litigation

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

B. The Grantee shall notify Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP funds, must be used for HHAP-eligible activities.
2. Any housing-related activities funded with HHAP funds, including but not limited to emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, pursuant to Welfare and Institutions Code section 8255, subdivision (b).
3. Grantee agrees to utilize its local Homeless Management Information System (HMIS) to track HHAP-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP funding (e.g., by creating appropriate HHAP-specific funding sources and project codes in HMIS).
4. Grantee agrees to participate in the statewide data system or warehouse created by Agency to collect local data from California continuums of care through the HMIS, and sign any required data use agreements allowing Agency to access Grantee's HMIS data for that purpose.
5. If Grantee is a continuum of care or a county that accepted redirected funding from a continuum of care, it shall review and execute a data use agreement no later than July 31, 2020, in order to ensure compliance with Health and Safety Code section 50219, subdivision (a)(7) and (10). Grantee's failure to timely execute a data use agreement will constitute a breach of this Agreement. In this event, BCSH, in its sole and absolute discretion, may exercise any and all remedies permitted by this Agreement or by applicable law.

EBM

**Homeless Housing, Assistance and Prevention
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**EXHIBIT E
GENERAL TERMS AND CONDITIONS**

This exhibit is incorporated by reference and made part of this agreement. This document can be viewed at the following link:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

EBM

Agreement No. 20-197

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 20-HHAP-00097	PURCHASING AUTHORITY NUMBER (If Applicable)
--	---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services, and Housing Agency

CONTRACTOR NAME

County of Fresno (CA-514 Fresno Madera CoC)

2. The term of this Agreement is:

START DATE

Upon BCSH Approval

THROUGH END DATE

06/30/2025

3. The maximum amount of this Agreement is:

\$2,954,437.15

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	1-6
Exhibit B	Budget Detail and Payment Provisions	7-10 11
Exhibit C	Homeless Coordinating and Financing Council Terms and Conditions	12-21
+ - Exhibit D	Special Terms and Conditions	22
+ - Exhibit E*	General Terms and Conditions	23

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

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

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

CONTRACTOR

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

County of Fresno (CA-514 Fresno Madera CoC)

CONTRACTOR BUSINESS ADDRESS

PO Box 24055

PRINTED NAME OF PERSON SIGNING

Ernest Buddy Mendes

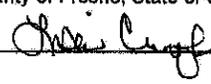
CONTRACTOR AUTHORIZED SIGNATURE

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors

County of Fresno, State of California

By  Deputy

CITY

Fresno

STATE

CA

ZIP

93779

TITLE

Chairman, Board of Supervisors

DATE SIGNED

May 20, 2020



STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
20-HHAP-00097

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Business, Consumer Services, and Housing Agency

CONTRACTING AGENCY ADDRESS

915 Capitol Mall, Suite 350A

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lourdes Castro Ramirez

TITLE

Secretary

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

6/19/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT A
SCOPE OF WORK**

1. Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program ("HHAP" or "Program" or "grant") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Added by Stats.2019, c. 159 (A.B. 101), § 10, eff. July 31, 2019.)

The Program is administered by the California Homeless Coordinating and Financing Council ("Council") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP provides one-time flexible block grant funds to continuums of care, large cities (population of 300,000+) and counties as defined in the December 6, 2019 HHAP Notice of Funding Availability ("NOFA") to support regional coordination and expand or develop local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

This Standard Agreement along with all its exhibits ("Agreement") is entered into by the Agency and a continuum of care, a city, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of the Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee's application, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to provide one-time block grant funding to support regional coordination, and to expand or develop local capacity to address immediate homelessness challenges. Activities will be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing. In accordance with the authority cited above, an application was created and submitted by the Grantee for HHAP funds to be allocated for eligible uses as stated in Health and Safety Code section 50219, subdivision (c)(1) – (8).

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3. Definitions

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

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

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database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

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

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

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

(m) "Jurisdiction" means a city, city that is also a county, county, or continuum of care, as defined in this section.

(m) "Jurisdiction" means a city, city that is also a county, county, or continuum of care, as defined in this section.

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

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

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(p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges, in the amount of six hundred fifty million dollars (\$650,000,000).

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

Additional definitions for the purposes of the HHAP program:

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

"Expended" means all HHAP funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding. In the case of an award made through subcontracting, subcontractors are required to obligate the funds by the same statutory deadlines.

"Grantee" means the continuum of care, city, or county that has entered into contract with the Business, Consumer Services and Housing Agency and is receiving HHAP funding.

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50219, subdivision (c)(1) – (8), and any other applicable laws. Eligible uses include the following:

- A. Rental assistance and rapid rehousing.
- B. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- C. Incentives to landlords, including, but not limited to, security deposits and holding fees.
- D. Outreach and coordination, which may include access to job programs, to assist vulnerable populations in accessing permanent housing and to promote housing stability in supportive housing.

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- E. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- F. Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions.
- G. Prevention and shelter diversion to permanent housing.
- H. New navigation centers and emergency shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - i. The number of available shelter beds in the city, county, or region served by a continuum of care.
 - ii. Shelter vacancy rate in the summer and winter months.
 - iii. Percentage of exits from emergency shelters to permanent housing solutions.
 - iv. A plan to connect residents to permanent housing.

5. Agency Contract Coordinator

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

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	Continuum of Care for CA-514 Fresno Madera
SECTION/UNIT:	Homeless Coordinating and Financing Council (HCFC)	
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA 95814	PO Box 24055 Fresno, CA 93779
CONTRACT MANAGER	Amber Ostrander	Laura Moreno Program Manager
PHONE NUMBER:	916-651-7995	559-600-2335
EMAIL ADDRESS:	Amber.Ostrander@bcsh.ca.gov	lhaga@fresnocountyca.gov

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

6. Effective Date, Term of Agreement, and Deadlines

A. This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.

B. Contractual Obligation:

- Grantees that are counties must contractually obligate **100 percent** of their full program allocations on or before **May 31, 2023**.
- Grantees that are cities or continuums of care must contractually obligate no less than **50 percent** of program allocations on or before **May 31, 2023**.

Cities or continuums of care that contractually obligate less than 50 percent of program allocations after May 31, 2023 are subject to an alternative disbursement plan as required under (Health & Safety Code, § 50220, subdivision (a)(4)(B).

C. Full Expenditure of HHAP Grant Funds

- All HHAP grant funds (**100 percent**) must be expended by **June 30, 2025**. Any funds not expended by that date shall revert to the General Fund. (Health & Safety Code, § 50220, subdivision (e).)

7. Special Conditions

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

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**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

1. Budget Detail & Changes

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

The Grantee shall expend HHAP funds on eligible activities as detailed in the annual budget submitted with the Grantee's approved application. The Grantee shall submit an updated budget with the annual report that revises and reports all actual and projected expenditures of HHAP funds.

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the Agency so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the budget approved with the Grantee's application. Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the Council's HHAP Grant Manager or his/her designee, in writing, before the Grantee may expend HHAP funds according to an alternative budget. The HHAP Grant Manager will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Grant Manager or his/her designee as required by this section may be considered a breach of this Agreement.

2. General Conditions Prior to Disbursement

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

- A. Request for Funds Form (RFF)
- B. STD 213 Standard Agreement - 2 original copies of the signed STD 213 form and initialed Exhibits A through E.
- C. Data Use Agreement (all continuums of care, including those that redirected funding to another jurisdiction - see Exhibit D for relevant Special Terms and Conditions)

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3. Disbursement of Funds

HHAP funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Agency, the Department of General Services (DGS) and the State Controller's Office (SCO). Once Agency receives, reviews, and signs off on the completed documents, the documents will be sent to DGS for review. Once DGS review is completed, documents will be forwarded to SCO for final review and fund disbursement. The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. HHAP funds will be disbursed in a single allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

4. Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are set forth in the Homeless Housing, Assistance, and Prevention Program statutes. Health and Safety Code sections 50218, 50219, and 50220 mandate the following:

- A. Up to 5 percent of the HHAP allocation may be expended for the following uses that are intended to meet federal requirements for housing funding:
 - (1) Strategic homelessness plan, as defined in section 578.7(c) of Title 24 of the Code of Federal Regulations; and/or
 - (2) Infrastructure development to support coordinated entry systems and Homeless Management Information Systems.
- B. No more than 7 percent of the HHAP allocation may be used for administrative costs incurred by the Grantee.
- C. At least 8 percent of the HHAP allocation shall be used to establish or expand services for homeless youth populations.
- D. Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP funds by May 31, 2023. If less than 50 percent is obligated after May 31, 2023, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:

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(1) On or before June 30, 2023, the Grantee submits an alternative disbursement plan to Agency that includes an explanation for the delay and a plan to fully expend these funds by December 31, 2023.

(2) Agency approves the alternative disbursement plan.
If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2023, the funds shall be returned to Agency.

E. Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2023. Any funds that are not contractually obligated by this date shall be reverted to the continuum of care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.

Counties not obligating their full program allocation by May 31, 2023 are required to notify Agency on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2023, the county shall provide Agency with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.

F. All HHAP funds shall be expended by June 30, 2025.

G. Any funds not expended by June 30, 2025 shall revert to the General Fund.

5. Reimbursement

HHAP program funds should not generally be obligated or expended prior to the effective date of this Agreement. However, Agency acknowledges that there may be circumstances that would require reimbursement in order to prevent or address homelessness in a given jurisdiction. When considering a reimbursement, the following requirements are applicable:

A. Reimbursement is not permitted for activities occurring prior to July 1, 2019.

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- B. Reimbursement shall not supplant existing local funds for homeless housing, assistance, or prevention.
- C. Approval from HCFC must be obtained prior to obtaining reimbursement.
- D. Capital improvement projects pertaining to emergency shelters and navigation centers are still required to demonstrate need. Eligible applicants are required to submit the following information for HCFC to review and approve or deny such projects:
 - (1) The number of available shelter beds in the jurisdiction;
 - (2) The shelter vacancy rate in the summer and winter months;
 - (3) The percentage of exits from emergency shelters to permanent housing solutions; and
 - (4) A plan to connect residents to permanent housing.

6. Ineligible Costs

HHAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code sections 50218 and 50219.

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

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

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

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

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7. Administrative Costs

The Grantee must comply with Health and Safety Code section 50219, subdivision (e), which limits the Grantee's administrative costs to no more than 7 percent of total HHAP funds received. For purposes of this requirement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the Program allocation.

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**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

1. Termination and Sufficiency of Funds

A. Termination of Agreement

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

B. Sufficiency of Funds

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

2. Transfers

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of Agency and a formal amendment to this Agreement to affect such subcontract or novation.

3. Grantee's Application for Funds

Grantee has submitted to Agency an application for HHAP funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Agency is entering into this Agreement on the basis of, and in substantial reliance upon, Grantee's facts, information, assertions and representations contained in that application, and in any subsequent modifications or additions thereto approved by Agency. The application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

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Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Agency approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Agency may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4. Reporting/Audits

A. Annual Report Deadlines

By January 1, 2021, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to Agency in a format provided by Agency. If the Grantee fails to provide such documentation, Agency may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than January 1, 2026, the Grantee shall submit a final report, in a format provided by Agency, as well as a detailed explanation of all uses of the Program funds.

B. Reporting Requirements

The annual report shall contain detailed information in accordance with Health and Safety Code section 50221, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by Agency:

1. An ongoing tracking of the specific uses and expenditures of any Program funds broken out by eligible uses listed, including the current status of those funds.
2. The number of homeless individuals served by the Program funds in that year, and a total number served in all years of the Program, as well as the homeless populations served.
3. The types of housing assistance provided, broken out by the number of individuals.

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4. Outcome data for an individual served through Program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

In addition to the annual reports, Agency requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to the agency on a form and method provide by the agency, that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information the agency deems appropriate or necessary.

Agency may require additional supplemental reporting with written notice to the Grantee.

C. Auditing

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

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

5. Inspection and Retention of Records

A. Record Inspection

The Grantee agrees that Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Agency, or its designee, with any

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relevant information requested. The Grantee agrees to give Agency or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP program guidance document published on the website, and this Agreement.

B. Record Retention

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

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

6. Breach and Remedies

A. Breach of Agreement

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

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

B. Remedies for Breach of Agreement

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

1. Bar the Grantee from applying for future HHAP funds;
2. Revoke any other existing HHAP award(s) to the Grantee;
3. Require the return of any unexpended HHAP funds disbursed under this Agreement;
4. Require repayment of HHAP funds disbursed and expended under this Agreement;

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5. Require the immediate return to Agency of all funds derived from the use of HHAP funds including, but not limited to, recaptured funds and returned funds; and
6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHAP requirements.

C. All remedies available to Agency are cumulative and not exclusive.

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

7. Waivers

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

8. Nondiscrimination

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

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under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. Conflict of Interest

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50219, subdivision (h) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C.

**Homeless Housing, Assistance and Prevention
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**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the a Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

D. Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial

E. interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10. Drug-Free Workplace Certification

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

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

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

1. The dangers of drug abuse in the workplace;
2. Grantee's policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation, and employee assistance program;
and
4. Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

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C. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

1. Will receive a copy of Grantee's drug-free policy statement, and
2. Will agree to abide by terms of Grantee's condition of employment or subcontract.

11. Child Support Compliance Act

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

A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12. Special Conditions – Grantees/SubGrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Grantee shall ensure that all SubGrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP funds. Failure to comply with these conditions may result in termination of this Agreement.

A. The Agreement between the Grantee and any SubGrantee shall require the Grantee and its SubGrantees, if any, to:

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

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2. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any SubGrantee in performing the Work or any part of it.
4. Agree to include all the terms of this Agreement in each subcontract.

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

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

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

14. Inspections

- A. Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- B. Agency reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- C. Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

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15. Litigation

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

B. The Grantee shall notify Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.

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**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP funds, must be used for HHAP-eligible activities.
2. Any housing-related activities funded with HHAP funds, including but not limited to emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, pursuant to Welfare and Institutions Code section 8255, subdivision (b).
3. Grantee agrees to utilize its local Homeless Management Information System (HMIS) to track HHAP-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP funding (e.g., by creating appropriate HHAP-specific funding sources and project codes in HMIS).
4. Grantee agrees to participate in the statewide data system or warehouse created by Agency to collect local data from California continuums of care through the HMIS, and sign any required data use agreements allowing Agency to access Grantee's HMIS data for that purpose.
5. If Grantee is a continuum of care or is a jurisdiction that accepted redirected funding from a continuum of care, it shall review and execute a data use agreement no later than July 31, 2020, in order to ensure compliance with Health and Safety Code section 50219, subdivision (a)(7) and (10). Grantee's failure to timely execute a data use agreement will constitute a breach of this Agreement. In this event, BCSH, in its sole and absolute discretion, may exercise any and all remedies permitted by this Agreement or by applicable law.

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**EXHIBIT E
GENERAL TERMS AND CONDITIONS**

This exhibit is incorporated by reference and made part of this agreement. This document can be viewed at the following link:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

EBM

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:	