

**AGREEMENT**

THIS AGREEMENT is made and entered into this 12th day of January, 2021, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **RH Community Builders**, a California Limited Partnership, whose address is 331 W Shields Avenue, Fresno, CA 93705, hereinafter referred to as "SUBRECIPIENT."

**WITNESSETH:**

WHEREAS, COUNTY, through its Department of Social Services (DSS), is the Administrative Entity for Coronavirus Aid, Relief, And Economic Security (CARES) Act Allocation of Emergency Solutions Grant-Coronavirus (ESG-CV) allocated to the Fresno Madera Continuum of Care (FMCoC) by the California Department of Housing and Community Development (HCD) to administer and implement the Emergency Solutions Grant (ESG) in the Fresno Madera Continuum of Care (FMCoC) jurisdiction, in accordance with the provisions of 24 CFR Part 576 (as now in effect and as may be amended from time to time) and the California Code of Regulations Title 25, Division 1, Chapter 7, Subchapter 20; and

WHEREAS, the FMCoC has a need for coordinated homeless services to address homelessness throughout the Counties of Fresno and Madera; and

WHEREAS, COUNTY, as the administrative entity of HCD ESG-CV funding, is required to collaborate and consult with the FMCoC regarding the use of HCD ESG-CV funds and the designation of services and service provision in meeting the homeless needs in the community; and

WHEREAS, SUBRECIPIENT has the expertise and is willing and able to provide rapid rehousing services pursuant to the terms and conditions of this Agreement.

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

**1. OBLIGATIONS**

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

B. SUBRECIPIENT shall participate in monthly, or as needed, meetings with staff from COUNTY's DSS to discuss requirements, data reporting, training, policies and procedures, overall program operations, and any problems or foreseeable problems that may arise.

1 C. In the event of the termination or expiration of this Agreement in accordance with  
2 Section Three (3) of this Agreement, SUBRECIPIENT shall provide transitional services to clients  
3 currently receiving services, working with DSS staff and/or COUNTY's contracted vendor(s). Transitional  
4 services shall include but are not limited to the transfer of client records and shall not exceed a  
5 maximum of thirty (30) days. This section of the Agreement shall survive thirty (30) days from the  
6 expiration or written termination date of this Agreement.

7 **2. TERM**

8 The term of this Agreement shall commence on January 1, 2021 through and including June  
9 30, 2021.

10 **3. TERMINATION**

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

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

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

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

28 C. Without Cause - Under circumstances other than those set forth above, this

1 Agreement may be terminated by SUBRECIPIENT or COUNTY or COUNTY's DSS Director, or  
2 designee, upon the giving of thirty (30) days advance written notice of an intention to terminate to  
3 SUBRECIPIENT.

4 **4. COMPENSATION**

5 For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to  
6 pay SUBRECIPIENT and SUBRECIPIENT agrees to receive compensation in accordance with Exhibit B,  
7 Budget. Mandated travel shall be reimbursed based on actual expenditures and mileage reimbursement  
8 shall be at SUBRECIPIENT's adopted rate per mile, not to exceed the IRS published rate. Payment shall  
9 be made upon certification or other proof satisfactory to COUNTY's DSS that services have actually been  
10 performed by SUBRECIPIENT as specified in this Agreement.

11 For the period January 1, 2021 through June 30, 2021, in no event shall actual services  
12 performed under this Agreement be in excess of Nine Hundred Sixty-Five Thousand, Seventeen and  
13 No/100 Dollars (\$965,017).

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

24 **5. INVOICING**

25 SUBRECIPIENT shall invoice COUNTY's DSS in arrears by the tenth (10<sup>th</sup>) of each month  
26 for expenditures incurred to provide services rendered in the previous month to:

27 [DSSInvoices@fresnocountyca.gov](mailto:DSSInvoices@fresnocountyca.gov). Payments by COUNTY's DSS shall be in arrears, for actual services  
28 provided during the preceding month, within forty-five (45) days after receipt, verification, and approval of

1 SUBRECIPIENT's invoices by COUNTY's DSS. A Monthly Activity Report (MAR) shall accompany the  
2 invoice, reflecting services supported by the invoiced expenditures and be in a form and in such detail as  
3 acceptable to COUNTY's DSS. Invoices shall include all corresponding documentation submitted and  
4 identified by line item. Supporting documentation shall include but is not limited to receipts, invoices  
5 received and documented administrative/overhead costs. No reimbursement for services shall be made  
6 until invoices and MARs are reviewed and approved by COUNTY's DSS.

7           At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is  
8 otherwise not in proper form or detail, COUNTY's DSS Director or designee shall have the right to withhold  
9 full payment of the invoice that is incorrect or improper after five (5) days prior written notice or email  
10 correspondence to SUBRECIPIENT. SUBRECIPIENT agrees to continue to provide services for a period of  
11 ninety (90) days after written or email notification of an incorrect or improper invoice. If after the ninety (90)  
12 day period the invoice(s) is still not corrected to COUNTY's DSS satisfaction, COUNTY or COUNTY's DSS  
13 Director or designee may elect to terminate this Agreement, pursuant to the termination provisions stated in  
14 Paragraph Three (3) of this Agreement. All final claims shall be submitted by SUBRECIPIENT within sixty  
15 (60) days following the month of actual service for which payment is claimed. No payment for services shall  
16 be made by COUNTY's DSS on claims submitted beyond sixty (60) days following the month of actual  
17 service for which payment is invoiced.

18           **6.     INDEPENDENT CONTRACTOR**

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

27           SUBRECIPIENT and COUNTY shall comply with all applicable provisions of law and the  
28 rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject

1 thereof.

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

10           **7.    MODIFICATION**

11           A.    Any matters of this Agreement may be modified from time to time by the written  
12 consent of SUBRECIPIENT and COUNTY without, in any way, affecting the remainder.

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

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

24           **8.    NON-ASSIGNMENT**

25           SUBRECIPIENT shall not assign, transfer or sub-contract this Agreement nor their rights or  
26 duties under this Agreement without the prior written consent of the COUNTY or COUNTY's DSS Director  
27 or designee. Any transferee, assignee, or subcontractor will be subject to all applicable provisions of this  
28 Agreement, and all applicable State and Federal regulations. SUBRECIPIENT shall be held primarily

1 responsible by the COUNTY for the performance of any transferee, assignee, or subcontractor unless  
2 otherwise expressly agreed to in writing by COUNTY. The use of subcontractor by SUBRECIPIENT shall  
3 not entitle SUBRECIPIENT to any additional compensation than is provided for under this Agreement.

4 **9. HOLD HARMLESS**

5 SUBRECIPIENT agrees to indemnify, save, hold harmless, and at COUNTY'S request,  
6 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including  
7 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in  
8 connection with the performance, or failure to perform, by SUBRECIPIENT, its officers, agents, or  
9 employees under this Agreement, and from any and all costs and expenses (including attorney's fees and  
10 costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who  
11 may be injured or damaged by the performance, or failure to perform, of SUBRECIPIENT, its officers,  
12 agents, or employees under this Agreement.

13 **10. INSURANCE**

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

18 A. Commercial General Liability

19 Commercial General Liability Insurance with limits of not less than Two Million Dollars  
20 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
21 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
22 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
23 liability or any other liability insurance deemed necessary because of the nature of this contract.

24 B. Automobile Liability

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

28 ///

1 C. Professional Liability

2 If SUBRECIPIENT employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,  
3 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million  
4 Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.  
5 SUBRECIPIENT agrees that it shall maintain, at its sole expense, in full force and effect for a period of  
6 three (3) years following the termination of this Agreement, one or more policies of professional liability  
7 insurance with limits of coverage as specified herein.

8 D. Worker's Compensation

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

11 E. Additional Requirements Relating to Insurance

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

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

24 Within Thirty (30) days from the date SUBRECIPIENT signs and executes this Agreement,  
25 SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above for all of the  
26 foregoing policies, as required herein, to the County of Fresno, P.O. Box 1912, Fresno, CA 93718-1219,  
27 Attention: Contract Analyst, stating that such insurance coverage has been obtained and is in full force; that  
28 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the

1 policies; that for such worker's compensation insurance the SUBRECIPIENT has waived its right to recover  
2 from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and  
3 that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance  
4 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional  
5 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for  
6 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
7 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance  
8 provided under SUBRECIPIENT's policies herein; and that this insurance shall not be cancelled or changed  
9 without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

16 **11. CONFLICT OF INTEREST:**

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

24 **12. NON-DISCRIMINATION:**

25 During the performance of this Agreement SUBRECIPIENT shall not unlawfully discriminate  
26 against any employee or applicant for employment, or recipient of services, because of ethnic group  
27 identification, gender, gender identity, gender expression, sexual orientation, color, physical disability,  
28 mental disability, medical condition, national origin, race, ancestry, marital status, religion, or religious

1 creed, pursuant to all applicable State of California and Federal statutes and regulations.

2 **13. LIMITED ENGLISH PROFICIENCY:**

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

14 **14. CLEAN AIR AND WATER**

15 In the event the funding under this Agreement exceeds One Hundred Thousand and No/100  
16 Dollars (\$100,000), SUBRECIPIENT shall comply with all applicable standards, orders or requirements  
17 issued under the Clear Air Act contained in 42 U.S. Code 7601 et seq; the Clean Water Act contained in 33  
18 U.S. Code 1368 et seq.; and any standards, laws and regulations, promulgated thereunder. Under these  
19 laws and regulations, SUBRECIPIENT shall assure:

20 A. No facility shall be utilized in the performance of the Agreement that has been listed on  
21 the Environmental Protection Agency (EPA) list of Violating Facilities;

22 B. COUNTY shall be notified prior to execution of this Agreement of the receipt of any  
23 communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility to be  
24 utilized in the performance of this Agreement is under consideration to be listed on the EPA list of  
25 Violating Facilities;

26 C. COUNTY and U.S. EPA shall be notified about any known violation of the above laws  
27 and regulations; and

28 D. This assurance shall be included in every nonexempt sub-grant, contract, or

1 subcontract.

2 **15. DRUG-FREE WORKPLACE REQUIREMENTS**

3 For purposes of this paragraph, SUBRECIPIENT will be referred to as the “grantee.” By  
4 drawing funds against this grant award, the grantee is providing the certification that is required by  
5 regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These  
6 regulations require certification by grantees that they will maintain a drug-free workplace. False certification  
7 or violation of the certification shall be grounds for suspension of payments, suspension or termination of  
8 grants, or government wide suspension or debarment. SUBRECIPIENT shall also comply with the  
9 requirements of the Drug-Free Workplace Act of 1990 (California Government Code section 8350 et seq.).

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

12 A. COUNTY and SUBRECIPIENT recognize that SUBRECIPIENT is a recipient of State  
13 funds under the terms of this Agreement. By signing this Agreement, SUBRECIPIENT agrees to notify  
14 COUNTY of any past, present, or future Federal suspension or debarment. By signing this Agreement,  
15 SUBRECIPIENT attests to the best of its knowledge and belief, that it and its principals:

16 1) Are not presently debarred, suspended, proposed for debarment, declared  
17 ineligible, or voluntarily excluded by any Federal department or agency; and

18 2) Shall not knowingly enter into any covered transaction with an entity or person  
19 who is proposed for debarment under Federal regulations, debarred, suspended, declared ineligible, or  
20 voluntarily excluded from participation in such transaction.

21 B. SUBRECIPIENT shall provide immediate written notice to COUNTY if at any time  
22 during the term of this Agreement SUBRECIPIENT learns that the representations it makes above were  
23 erroneous when made or have become erroneous by reason of changed circumstances.

24 C. SUBRECIPIENT shall include a clause titled “Certification Regarding Debarment,  
25 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions” and similar in  
26 nature to this paragraph in all lower tier covered transactions and in all solicitations for lower tier  
27 covered transactions.

28 D. SUBRECIPIENT shall, prior to soliciting or purchasing goods and services in

1 excess of \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and  
2 debarment status at <https://sam.gov/SAM/>.

3 **17. CONFIDENTIALITY AND SECURITY**

4 All services performed by SUBRECIPIENT under this Agreement shall be in strict  
5 conformance with all applicable Federal, State of California, and/or local laws and regulations relating to  
6 confidentiality. SUBRECIPIENT shall require its employees, agents, officers and subcontractors to comply  
7 with the provisions of Sections 10850 and 14100.2 of the Welfare and Institutions Code, as well as the  
8 California Department of Social Services (CDSS) Manual of Policies and Procedures, Division 19-0000 and  
9 the California Department of Health Care Services (DHCS) Medi-Cal Eligibility Procedures Manual, Section  
10 2H. These Code sections provide that:

11 A. All applications and records concerning any individual made or kept by any public  
12 officer or agency in connection with the administration of any provision of the Welfare and Institutions Code  
13 relating to Medicaid or any form of public social services for which grants-in-aid are received by the State of  
14 California from the United States government shall be confidential, and shall not be open to examination for  
15 any purpose not directly connected with the administration of such public social services.

16 B. No person shall publish, disclose or use or permit or cause to be published or  
17 disclosed any list of persons receiving public social services, except as is provided by law.

18 C. No person shall publish, disclose, or use or permit or cause to be published,  
19 disclosed or used any confidential information pertaining to an applicant or recipient, except as is provided  
20 by laws.

21 SUBRECIPIENT shall inform all of its employees, agents, officers and subcontractors of the  
22 above provisions and that any person knowingly and intentionally violating such provisions is guilty of a  
23 misdemeanor.

24 In addition, SUBRECIPIENT, its employees, agents and officers shall comply, and require  
25 all of its subcontractors to comply, with (1) the DHCS Medi-Cal Privacy and Security Agreement between  
26 the California DHCS and the County of Fresno that is then in effect, and (2) the Privacy and Security  
27 Agreement between the CDSS and the County of Fresno that is then in effect, both of which together shall  
28 be referred to as "the Agreements" and are incorporated herein by this reference. The current versions of

1 both the DHCS and CDSS Privacy and Security agreements are available upon request or can be viewed  
2 at: <http://www.co.fresno.ca.us/MediCalPrivacy/>. SUBRECIPIENT shall insure that all personally identifiable  
3 information (PII), as defined in the Agreements, concerning program recipients shall be kept confidential  
4 and shall not be opened to examination, publicized, disclosed, or used for any purpose not directly  
5 connected with the administration of the program. SUBRECIPIENT shall use appropriate administrative,  
6 physical, and technical safeguards to protect PII, as set forth in the Agreements. Upon discovery of a  
7 breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII, SUBRECIPIENT shall  
8 immediately report the incident to the COUNTY by calling (559) 600-2300 or E-mailing at  
9 [dssprivacyofficer@fresnocountyca.gov](mailto:dssprivacyofficer@fresnocountyca.gov). SUBRECIPIENT shall certify that all employees, agents, officers  
10 and subcontractors have received privacy and security training before accessing any PII and have received  
11 refresher training annually, as required by the Agreements.

12 **18. SINGLE AUDIT CLAUSE:**

13 A. If SUBRECIPIENT expends Seven Hundred Fifty Thousand Dollars (\$750,000) or  
14 more in Federal and Federal flow-through monies, SUBRECIPIENT agrees to conduct an annual audit  
15 in accordance with the requirements of the Single Audit Standards as set forth in Office of Management  
16 and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200. SUBRECIPIENT shall submit  
17 said audit and management letter to COUNTY. The audit must include a statement of findings or a  
18 statement that there were no findings. If there were negative findings, SUBRECIPIENT must include a  
19 corrective action signed by an authorized individual. SUBRECIPIENT agrees to take action to correct  
20 any material non-compliance or weakness found as a result of such audit. Such audit shall be delivered  
21 to COUNTY's DSS, Administration, for review within nine (9) months of the end of any fiscal year in  
22 which funds were expended and/or received for the program. Failure to perform the requisite audit  
23 functions as required by this Agreement may result in COUNTY performing the necessary audit tasks, or  
24 at COUNTY's option, contracting with a public accountant to perform said audit, or, may result in the  
25 inability of COUNTY to enter into future agreements with SUBRECIPIENT, All audit costs related to this  
26 Agreement are the sole responsibility of SUBRECIPIENT.

27 B. A single audit report is not applicable if all SUBRECIPIENT's Federal contracts do  
28 not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or SUBRECIPIENT's

1 funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must be  
2 performed and a program audit report with management letter shall be submitted by SUBRECIPIENT to  
3 COUNTY as a minimum requirement to attest to SUBRECIPIENT's solvency. Said audit report shall be  
4 delivered to COUNTY's DSS, Administration, for review no later than nine (9) months after the close of  
5 the fiscal year in which the funds supplied through this Agreement are expended. Failure to comply with  
6 this Act may result in COUNTY performing the necessary audit tasks or contracting with a qualified  
7 accountant to perform said audit. All audit costs related to this Agreement are the sole responsibility of  
8 SUBRECIPIENT who agrees to take corrective action to eliminate any material noncompliance or  
9 weakness found as a result of such audit. Audit work performed by COUNTY under this paragraph shall  
10 be billed to the SUBRECIPIENT at COUNTY cost, as determined by COUNTY's Auditor-  
11 Controller/Treasurer-Tax Collector.

12 C. SUBRECIPIENT shall make available all records and accounts for inspection by  
13 COUNTY, the State of California, if applicable, the Comptroller General of the United States, the Federal  
14 Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a period of at  
15 least three (3) years following final payment under this Agreement or the closure of all other pending  
16 matters, whichever is later.

17 **19. PROPERTY OF COUNTY**

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

22 All purchases, including furniture, electronics, cell phones, and equipment made for the  
23 setup of this program shall be identified as fixed assets with an assigned Fresno County DSS  
24 Accounting Inventory Number. These fixed assets shall be retained by COUNTY, as COUNTY property,  
25 in the event this Agreement is terminated or upon expiration of this Agreement. SUBRECIPIENT agrees  
26 to participate in an annual inventory of all COUNTY fixed assets and shall be physically present when  
27 fixed assets are returned to COUNTY possession at the termination or expiration of this Agreement.  
28 SUBRECIPIENT is responsible for returning to COUNTY all COUNTY owned fixed assets upon the

1 expiration or termination of this Agreement.

2 **20. AUDITS AND INSPECTIONS:**

3 The SUBRECIPIENT shall at any time during business hours, and as often as the COUNTY  
4 may deem necessary, make available to the COUNTY for examination all of its records and data with  
5 respect to the matters covered by this Agreement. The SUBRECIPIENT shall, upon request by the  
6 COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure  
7 SUBRECIPIENT'S compliance with the terms of this Agreement.

8 If this Agreement exceeds Ten Thousand Dollars (\$10,000.00), SUBRECIPIENT shall be  
9 subject to the examination and audit of the Auditor General for a period of three (3) years after final  
10 payment under contract (Government Code Section 8546.7).

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

21 **21. FRATERNIZATION**

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

25 **22. STATE ENERGY CONSERVATION**

26 SUBRECIPIENT must comply with the mandatory standard and policies relating to energy  
27 efficiency which are contained in the State Energy Conservation Plan issued in compliance with 42 United  
28 States (US) Code sections 6321, et. seq.

1           **23.    CHARITABLE CHOICE**

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

14           **24.    PROHIBITION ON PUBLICITY**

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

22           **25.    PUBLIC INFORMATION**

23           SUBRECIPIENT shall disclose COUNTY as a funding source in all public information.

24           **26.    NOTICES:**

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

27    ///

28    ///

1            COUNTY  
2            Director, COUNTY OF FRESNO  
3            Department of Social Services  
4            P.O. Box 1912  
5            Fresno, CA 93718

SUBRECIPIENT  
              Executive Director  
              RH Community Builders  
              331 W Shields Avenue  
              Fresno, CA 93705

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

21            **27.    GOVERNING LAW:**

22            Venue for any action arising out of or related to this Agreement shall only be in Fresno  
23 County, California.

24            The rights and obligations of the parties and all interpretation and performance of this  
25 Agreement shall be governed in all respects by the laws of the State of California.

26            **28.    CHANGE OF LEADERSHIP/MANAGEMENT:**

27            In the event of any change in the status of SUBRECIPIENT's leadership or management,  
28 SUBRECIPIENT shall provide written notice to COUNTY within thirty (30) days from the date of change.  
Such notification shall include any new leader or manager's name, address and qualifications. "Leadership

1 or management” shall include any employee, member, or owner of SUBRECIPIENT who either a) directs  
2 individuals providing services pursuant to this Agreement, b) exercises control over the manner in which  
3 services are provided, or c) has authority over SUBRECIPIENT’s finances.

4 **29. LOBBYING AND POLITICAL ACTIVITY:**

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

8 **30. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

20 **31. NEPOTISM**

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

24 **32. SUPPLEMENTAL SOURCES**

25 SUBRECIPIENT shall not use any funds under this Agreement to the extent that there are  
26 any other existing or contemplated funds available to SUBRECIPIENT to be expended for the same  
27 services covered by this Agreement. Upon confirmation that SUBRECIPIENT has received funds from any  
28 other source to conduct the same services by this Agreement, COUNTY shall have the right to reduce its

1 payment amount accordingly.

2 **33. COMPLIANCE WITH APPLICABLE LAWS**

3 SUBRECIPIENT shall comply with all rules and regulations established pursuant to Housing  
4 and Urban Development regulations at 24 CFR Part 576, as revised by the Emergency Solutions Grant and  
5 Consolidated Plan conforming Amendments Interim Rule, published in the Federal Register on December  
6 5, 2011 (79 Fed. Reg. 75954). SUBRECIPIENT must also comply with all applicable fair housing and civil  
7 rights requirements in 24 CFR 5.105(a). SUBRECIPIENT any subcontractors shall comply with all  
8 applicable local, State, Federal laws, ordinances, regulations, and Fresno County Charter provisions  
9 applicable to the performance of services.

10 **34. ESG ELIBILITY AND REPORTING REQUIREMENTS**

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

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

16 C. COUNTY's failure to inform SUBRECIPIENT of any reporting requirements shall not  
17 relieve SUBRECIPIENT of compliance with any ESG eligibility and reporting requirements.

18 SUBRECIPIENT agrees, in accordance with the requirements of the ESG program, that ALL beneficiaries  
19 of SUBRECIPIENT's activities provided under this Agreement must meet the following minimum criteria:

20 1. Any individual or family provided with assistance through ESG must meet the  
21 HUD definition of homeless and must be documented.

22 2. The households targeted must be those most in need of this assistance and  
23 most likely to achieve stable housing, whether subsidized or unsubsidized, outside of ESG after the  
24 program concludes.

25 D. If SUBRECIPIENT is providing Rapid Rehousing services, the beneficiary household  
26 must be at or below 30% of the Area Median Income (AMI) for Fresno at re-evaluation as referenced in  
27 Exhibit C, incorporated herein by reference and made part of this Agreement. If SUBRECIPIENT is  
28 providing Homeless Prevention services, the beneficiary household must be at or below 30% of the AMI at

1 intake and re-evaluation. The AMI may change on a yearly basis and SUBRECIPIENT is required to use  
2 the most recent version as provided by COUNTY.

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

5 **35. MINIMUM DATA COLLECTION REQUIREMENTS**

6 SUBRECIPIENT is required to collect and report client-level data in the local Homeless  
7 Management Information System (HMIS) administered by the Fresno Housing Authority or a comparable  
8 database if SUBRECIPIENT is a domestic violence provider. In the latter instance, all references to HMIS  
9 shall be understood to refer to a comparable database. Reporting through HMIS is a requirement of ESG  
10 funding. HMIS will be used to collect data and report on outputs and outcomes as required by HUD.

11 SUBRECIPIENT is required to enter all client intakes, provide regular updates and exit all clients once  
12 services are completed.

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

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

- 1 (15) Household Identification Number
- 2 (16) Income and Sources
- 3 (17) Non-Cash Benefits
- 4 (18) Destination (Where Client Will Stay Upon Exit)
- 5 (19) Financial Services Provided
- 6 (20) Housing Relocation and Stabilization Services Provided

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

8 **36. SEVERABILITY**

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

11 **37. ENTIRE AGREEMENT**

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

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

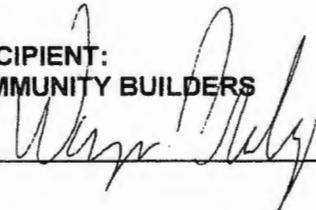
25 ///

26 ///

27 ///

28 ///

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

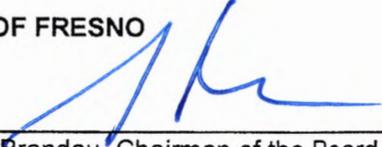
3  
4 **SUBRECIPIENT:**  
5 **RH COMMUNITY BUILDERS**  
6 By: 

7 Print Name: Wayne Rutledge  
8 Title: Chief Executive Officer  
9 Chairman of the Board, or  
10 President, or any Vice President

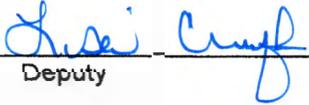
11  
12 By: \_\_\_\_\_  
13 Print Name: \_\_\_\_\_  
14 Title: \_\_\_\_\_  
15 Secretary (of Corporation), or  
16 any Assistant Secretary, or  
17 Chief Financial Officer, or  
18 any Assistant Treasurer

19  
20 Mailing Address:  
21 331 W Shields Ave  
22 Fresno, CA 93705  
23 Phone No: (585) 314-3914  
24 Contact: Executive Director

25 FOR ACCOUNTING USE ONLY:  
26 Fund/Subclass: 0001/10000  
27 ORG No.: 56107093  
28 Account No.: 7870

COUNTY OF FRESNO  
By:   
Steve Brandau, Chairman of the Board of  
Supervisors of the County of Fresno

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

By:   
Deputy

## SUMMARY OF SERVICES

ORGANIZATION: RH COMMUNITY BUILDERS

SERVICES: RAPID REHOUSING SERVICES  
**PROJECT HOMEKEY**

CONTRACT TERM: January 1, 2021-June 30, 2021

COMPENSATION: \$965,017

---

### RAPID REHOUSING SERVICES

The County of Fresno (COUNTY), as the Administrative Entity for CARES Act Allocation of ESG-CV funds allocated to the FMCoC, has a need for the implementation of a Rapid Rehousing program designed to help individuals and families exit homelessness and achieve housing stability in permanent housing. The target population of Rapid Rehousing services are individuals or families that are experiencing homelessness in Fresno and Madera Counties and have demonstrated the ability to continue progressing towards unsubsidized housing or those who are also at risk of serious illness from COVID-19.

The Rapid Rehousing program provides temporary, medium-term financial assistance (12 months), combined with housing location and case management services, to help homeless individuals and families obtain permanent housing and achieve long-term stability.

Rapid Rehousing services shall follow a project-based model.

- Project-based assistance will be provided at the Crossroads Village site located at 3737 N Blackstone Ave, Fresno, CA 93726.
- Participants may exit from the Rapid Rehousing program to permanent housing at the Crossroads Village, or to another location of their choosing.
- Participants shall receive up to 12 months of financial assistance through this program. The County shall procure a provider for the second 6-month term of the program. Should the agreement for the second term of this program not be awarded to RH Community Builders, RH shall work with the new provider prior to the termination of this agreement, to transition participants to the new provider to ensure continuity of service delivery. More specifically, that tracking of housing retention shall be transitioned and that financial assistance shall not exceed a total of 12 months through ESG-CV funding. Should the second term of this program be awarded to RH, the same tracking and limitations shall apply.

### The Rapid Rehousing program shall consist of the following:

- A. Case Management: Intensive case management services are to be provided that focus on developing an unsubsidized or permanently subsidized housing plan for all participants, helping them overcome barriers to attaining permanent housing, locating and placing participants into housing, monitoring participant progress, and intervening with relevant support, if necessary to ensure participant stability. 4 direct service staff will provide services. Case management services entail regular contact, weekly or as needed; sustained effort to stabilize the participant's housing situation; and active pursuit of additional community resources for the participant's benefit.
- B. Renters Education: An educational series are to be provided to participants focused on improving their stability and life skills that will assist participants with long term housing stability. A minimum of 12 group courses will be offered annually on skills such as conflict resolution with landlords and neighbors, resident maintenance, and long-term housing goals.

Note: Education services will be offered in small group, social distanced settings or individual meetings until local COVID restrictions are lifted on the size of gatherings.

- C. Rental Assistance:** Direct financial assistance is to be provided to remove immediate barriers to housing, including rental assistance of up to 12 months, utility payments, security and utility deposits, moving costs, transportation costs, rental application fees, and interpreter services. The Rapid Rehousing Program will work with clients to ensure that clients pay a share of cost toward rental assistance, beginning with the first month of assistance. The Rapid Rehousing Program shall develop a share of cost schedule and ensure that client subsidies adhere to the schedule based on individual needs. All clients will be expected to pay the full amount of rent within the full 12-month period.

These rapid rehousing services are intended to both help individuals obtain permanent housing stability and mitigate the impacts on participants created by coronavirus.

## **SUBRECIPIENT RESPONSIBILITIES**

### **RH shall:**

- **Provide the above Rapid Rehousing Program services during the term of the Agreement.**
- Maintain membership in good standing in the Fresno Madera Continuum of Care (FMCoC) as defined by FMCoC bylaws and participate in the Coordinated Entry System (CES).
- Develop an adequate procedure to prevent duplication of benefits.
- Accept referrals only through the FMCoC CES or DSS.
- In the event the number of referrals exceeds the number of available housing placements, RH will prioritize referrals using the following criteria: Vulnerability Index – Service Prioritization Decision Assistance Tool score, length of homelessness, medical conditions, and any other relevant factors.
- Enter participant information into the Homeless Management Information System (HMIS) in compliance with ESG and HUD data collection, management, and reporting standards.
- Meet with County staff monthly, or as often as needed, for service coordination, problem/issue resolution, information sharing, training, review, and monitoring of services.
- Engage clients in a linguistically and culturally appropriate manner, including the use of interpreters when needed.
- Provide annual Civil Rights training to staff at the beginning of every calendar year and provide relevant verification to the County of Fresno by April 1.  
Provide complete and accurate monthly activity reports to the County of Fresno, in a report format approved by the County by the 10<sup>th</sup> of each month for services rendered in the previous month.
- RH must also report the following:
  1. The number of individuals receiving case management and the duration of the assistance;
  2. The types of assistance received by recipients (financial and/or case management); and
  3. The client's housing status at 6 months after receiving assistance from the program.

## **PERFORMANCE OUTCOMES**

RH shall meet the following outcomes during the term of this agreement:

1. 80% of clients that exit the Rapid Rehousing program component will remain stably housed at 6 months after exiting the program.
2. 60% of participants will be referred to outside services including but not limited to physical health, behavioral health, and/or mental health treatments, money management classes, or anything else deemed appropriate for this population.

**BUDGET SUMMARY**

ORGANIZATION: RH Community Builders  
SERVICES: Homekey Rapid Rehousing  
CONTRACT TERM: January 1, 2021 through June 30, 2021  
CONTRACT AMOUNT: \$965,017

<b>Budget Categories</b>	<b>Amount</b>
<hr/>	
<b>Rapid Rehousing Personnel</b>	
<hr/>	
Salaries	
ED	
Manager	
2.0 FTE Housing Case Managers II	
2.0 FTE Housing Case Managers I	
Financial Analyst	
Office Assistant	
Payroll Taxes	
Worker's Comp	
Benefits	
	<hr/>
	<b>Subtotal \$205,086</b>
<hr/>	
<b>Rapid Rehousing Startup and Operations</b>	
<hr/>	
Startup Costs	
Computer Equipment	
Office Furniture	
iPad(s)	
Networking	
Printers	
Rent Manager Software Setup	
Cellular Phones	
Operations	
Office Supplies	
Equipment Replacement	
Cleaning Supplies	
Timekeeping	
Phone & Email	
Gas/Mileage	
Insurance	
Internet	
Rent Manager Software	
Training	
Van Lease	
	<hr/>
	<b>Subtotal \$41,472</b>
<hr/>	
<b>Rapid Rehousing Direct Financial Assistance</b>	
<hr/>	
Rental Assistance	
Utility Payments	
Security/Utility Deposits	
Moving Costs	

Rental Application Fees

---

**Subtotal \$627,549**

**HMIS**

---

**Subtotal \$4,790**

**Indirect Costs**

---

**Subtotal \$86,120**

---

**Total \$965,017**

*Note: Rent shall not exceed Fair Market Rent for the County of Fresno. Only eligible expenses 24 CFR 576 (ESG) and CPD Notice 20-08 (ESG-CV) are allowed.*

## SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

### INSTRUCTIONS

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

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