

**AGREEMENT**

This Agreement is made and entered into this 11th day of September 2018, 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., Ste. 100, Fresno, CA 93727, hereinafter referred to as "SUBRECIPIENT."

**WITNESSETH:**

WHEREAS, COUNTY, through its Department of Social Services (DSS) has received allocation funding from the California Department of Social Services (CDSS) to implement and administer the Housing and Disability Advocacy Program (HDAP), authorized by Assembly Bill (AB) 1603 (Chapter 25, Statutes of 2016); and

WHEREAS, COUNTY, through its Department of Social Services (DSS) has received grant funding from the United States Department of Housing and Urban Development (HUD) to administer and implement the Emergency Solutions Grant (ESG) in the COUNTY OF FRESNO, in accordance with the provisions of 24 CFR Part 576 (as now in effect and as may be amended from time to time) and the laws of the State of California; and

WHEREAS, the COUNTY has a significant population of homeless and disabled individuals who are in need of disability advocacy and housing assistance; and

WHEREAS, the SUBRECIPIENT is willing and able to provide said disability advocacy and housing assistance and related case management services to homeless and disabled individuals.

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

**1. SERVICES**

A. SUBRECIPIENT shall perform all services and fulfill all responsibilities as set forth in the Summary of Services, attached hereto as Exhibit A, and by this reference incorporated herein. SUBRECIPIENT's performance shall be in accordance with the following: COUNTY's Request for Proposal (RFP) No. 18-029 dated February 26, 2018, and Addendum No. One (1), dated March 20, 2018, herein collectively referred to as COUNTY's Revised RFP No. 18-029, and

1 SUBRECIPIENT's Response to Revised RFP No. 18-029, dated April 5, 2018; and COUNTY's  
2 Request for Proposal (RFP) No. 18-032 dated March 6, 2018, Addendum No. One (1), dated March  
3 6, 2018, and Addendum No. Two (2), dated March 23, 2018, herein collectively referred to as  
4 COUNTY's Revised RFP 18-032, and SUBRECIPIENT's Response to Revised RFP 18-032, dated  
5 April 4, 2018, all of which are incorporated herein by this reference.

6 B. In the event of any inconsistency among the documents described in Paragraph  
7 A herein above, the inconsistency shall be resolved by giving precedence in the following order of  
8 priority: 1) to this Agreement, including all Exhibits attached hereto; 2) COUNTY's Revised RFPs No.  
9 18-029 and No. 18-032; and 3) SUBRECIPIENT's Responses to Revised RFPs. A copy of  
10 COUNTY's Revised RFPs No. 18-029 and 18-032, and SUBRECIPIENT's Responses to Revised  
11 RFP, shall be retained and made available during the term of this Agreement by COUNTY's DSS.

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

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

## 21 2. **TERM**

22 This term of this Agreement shall commence on the 11<sup>th</sup> day of September, 2018, through and  
23 including the 30<sup>th</sup> day of June, 2020.

## 24 3. **TERMINATION**

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

1           B.     Breach of Contract – COUNTY may immediately suspend or terminate this  
2 Agreement in whole or in part, where in the determination of COUNTY there is:

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

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

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

#### 18           4.     COMPENSATION

19                   For actual services provided as identified in the terms and conditions of this Agreement,  
20 including Exhibit A, COUNTY agrees to pay SUBRECIPIENT and SUBRECIPIENT agrees to receive  
21 compensation in accordance with Exhibit B, "Budget," attached hereto and by this reference  
22 incorporated herein. Mandated travel shall be reimbursed based on actual expenditures and mileage  
23 reimbursement shall be at SUBRECIPIENT's adopted rate per mile, not to exceed the IRS published  
24 rate. Payment shall be made upon certification or other proof satisfactory to COUNTY's DSS that  
25 services have actually been performed by SUBRECIPIENT as specified in this Agreement.

26                   For the term of this Agreement, in no event shall services performed under this  
27 Agreement be in excess of Nine Hundred and Fifty-Seven Thousand Eight Hundred and No/100  
28 Dollars (\$957,800.00). It is understood that all expenses incidental to SUBRECIPIENT's performance

of services under this Agreement shall be borne by SUBRECIPIENT.

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

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

## **5. INVOICING**

SUBRECIPIENT shall invoice COUNTY in arrears by the tenth (10<sup>th</sup>) day of each month for actual expenses incurred and services rendered in the previous month to: [DSSInvoices@co.fresno.ca.us](mailto:DSSInvoices@co.fresno.ca.us).

A monthly activity report shall accompany the invoice, reflecting services supported by the invoiced expenditures and be in a form and in such detail as acceptable to COUNTY's DSS. Invoices shall include all corresponding documentation submitted and identified by line item, as identified in Exhibit B.

Supporting documentation shall include, but is not limited to: receipts, invoices received, and documented administrative/overhead costs. No reimbursement for services shall be made until invoices, reports and outcomes are received, reviewed and approved by COUNTY's DSS.

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

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

8 **6. INDEPENDENT CONTRACTOR**

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

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

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1           **7.     MODIFICATION**

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

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

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

15           **8.     NON-ASSIGNMENT**

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

18           **9.     HOLD-HARMLESS**

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

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

A. Commercial General Liability

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

## B. Automobile Liability

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

### C. Professional Liability

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

#### D. Worker's Compensation

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

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

1           Within thirty (30) days from the date SUBRECIPIENT signs this Agreement,  
2       SUBRECIPIENT shall provide certificates of insurance and endorsements as stated above for all of the  
3       foregoing policies, as required herein, to the County of Fresno, DSS, PO BOX 1912, Fresno, California,  
4       93718-1912, Attention: Contracts, stating that such insurance coverages have been obtained and are in  
5       full force; that the County of Fresno, its officers, agents and employees will not be responsible for any  
6       premiums on the policies; that such Commercial General Liability insurance names the County of Fresno,  
7       its officers, agents and employees, individually and collectively, as additional insured, but only insofar as  
8       the operations under this Agreement are concerned; that such coverage for additional insured shall apply  
9       as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers,  
10      agents and employees, shall be excess only and not contributing with insurance provided under  
11      SUBRECIPIENT's policies herein; and that this insurance shall not be cancelled or changed without a  
12      minimum of thirty (30) days advance written notice given to COUNTY.

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

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

19           **11.    CONFIDENTIALITY**

20           All services performed by SUBRECIPIENT under this Agreement shall be in strict  
21      conformance with all applicable Federal, State of California and/or local laws and regulations relating to  
22      confidentiality, including but not limited to, California Civil Code section 56 et seq., California Welfare and  
23      Institutions Code sections 5328, 10850 and 14100.2, Health and Safety Code sections 11977 and 11812,  
24      22 California Code of Regulations section 51009, and 42 Code of Federal Regulations sections 2.1 et  
25      seq. SUBRECIPIENT shall submit to COUNTY's monitoring of said compliance with all State and  
26      Federal statutes and regulations regarding confidentiality. SUBRECIPIENT shall ensure that no list of  
27      persons receiving services under this contract is published, disclosed, or used for any other purpose  
28      except for the direct administration of the program or other uses authorized by law that are not in conflict



1 with requirements for confidentiality.

2 **12. DATA SECURITY**

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

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

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

18 C. County-Owned Computer Equipment – SUBRECIPIENT or anyone having an  
19 employment relationship with COUNTY may not use COUNTY computers or computer peripherals on  
20 non-COUNTY premises without prior authorization from COUNTY's Chief Information Officer or her  
21 designee.

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

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

28 F. Confidential client information transmitted to one party by the other by means of

1 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of  
2 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

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

7 H. The requirements in this Data Security provision shall apply to SUBRECIPIENT's  
8 subcontractor, if any.

9 **13. NON-DISCRIMINATION**

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

15 **14. CONFLICT OF INTEREST**

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

23 **15. CHARITABLE CHOICE**

24 SUBRECIPIENT may not discriminate in its program delivery against a client or potential  
25 client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively  
26 participate in a religious practice. Any specifically religious activity or service made available to individuals  
27 by SUBRECIPIENT must be voluntary as well as separate in time and location from County funded  
28 activities and services. SUBRECIPIENT shall inform COUNTY as to whether it is faith-based. If

1 SUBRECIPIENT identifies as faith-based it must submit to DSS a copy of its policy on referring  
2 individuals to an alternate provider, and include a copy of this policy in its client admission forms. The  
3 policy must inform individuals that they may be referred to an alternative provider if they object to the  
4 religious nature of the program, and include a notice to DSS. Adherence to this policy will be monitored  
5 during annual site reviews, and a review of client files. If SUBRECIPIENT identifies as faith-based, by July  
6 1 of each year SUBRECIPIENT will be required to report to DSS the number of individuals who requested  
7 referrals to alternate providers based on religious objection.

8 **16. PROHIBITION ON PUBLICITY**

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

17 **17. PUBLIC INFORMATION**

18 SUBRECIPIENT shall disclose COUNTY as a funding source in all public information  
19 related to the Housing and Disability Advocacy Program.

20 **18. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

24 Members of SUBRECIPIENT's Board of Directors shall disclose any self-dealing  
25 transactions that they are a party to while SUBRECIPIENT is providing goods or performing services  
26 under this Agreement. A self-dealing transaction shall mean a transaction to which SUBRECIPIENT is  
27 a party and in which one or more of its directors has a material financial interest. Members of the  
28 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing

1 and signing a *Self-Dealing Transaction Disclosure Form*, attached hereto as Exhibit C and by this  
2 reference incorporated herein, and submitting it to COUNTY prior to commencing with the self-dealing  
3 transaction or immediately thereafter.

4 **19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND**  
5 **VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

6 A. COUNTY and SUBRECIPIENT recognize that Federal assistance funds may be  
7 used under the terms of this Agreement. For purposes of this section, SUBRECIPIENT will be referred  
8 to as the “prospective recipient”.

9 B. This certification is required by the regulations implementing Executive Order  
10 12549, Debarment and Suspension, 29 Code of Federal Regulations (CFR) Part 98, section 98.510,  
11 Participants’ Responsibilities.

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

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

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

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

27 (5) The prospective recipient further agrees that by entering into this  
28 Agreement, it will include a clause identical to Section Eighteen (18) of this Agreement entitled

1 “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier  
2 Covered Transactions,” in all lower tier covered transactions and in all solicitations for lower tier  
3 covered transactions.

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

6 **20. AUDITS AND INSPECTIONS**

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

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

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

27 **21. HDAP AND ESG ELIGIBILITY AND REPORTING REQUIREMENTS**

28 A. SUBRECIPIENT is required to be a member in good standing of the FMCoC. A

1 member in good standing is defined as a current dues paid member with attendance at a minimum of  
2 75% of all FMCoC General Meetings.

3 B. SUBRECIPIENT is required to utilize the FMCoC Coordinated Entry System for  
4 all clients served under HDAP.

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

10 1) Any individual or family provided with assistance through ESG funding  
11 must meet the HUD definition of homeless and must be documented.

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

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

19 D. SUBRECIPIENT is expected to meet all other ESG requirements as described in  
20 24 CFR Part 576 and all HDAP requirements described in California Welfare and Institutions Code  
21 Section 18999.

22 **22. LOBBYING ACTIVITY**

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

26 **23. POLITICAL ACTIVITY**

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

1           **24.    SUPPLEMENTAL SOURCES**

2           SUBRECIPIENT shall not use any funds under this Agreement to the extent that there  
3 are any other existing or contemplated funds available to SUBRECIPIENT to be expended for the  
4 same services covered by this Agreement. Upon confirmation that SUBRECIPIENT has received  
5 funds from any other source to conduct the same services covered by this Agreement COUNTY shall  
6 have the right to reduce its payment amount accordingly.

7           **25.    COMPLIANCE WITH APPLICABLE LAWS**

8           SUBRECIPIENT shall comply with all rules and regulations established pursuant to  
9 California Welfare and Institutions Code Section 18999. SUBRECIPIENT shall also comply with all  
10 rules and regulations established pursuant to Housing and Urban Development regulations at 24 CFR  
11 Part 576, as revised by the Emergency Solutions Grant and Consolidated Plan Conforming  
12 Amendments Interim Rule, published in the Federal Register on December 5, 2011 (76 Fed. Reg.  
13 75954). SUBRECIPIENT must also comply with all applicable fair housing and civil rights requirements  
14 in 24 CFR 5.105(a). SUBRECIPIENT and any subcontractors shall comply with all applicable local,  
15 State, Federal laws, ordinances, regulations and Fresno County Charter provisions applicable to the  
16 performance of services.

17           **26.    MINIMUM DATA COLLECTION REQUIREMENTS**

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

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

- 25           (1) Name  
26           (2) Social Security Number  
27           (3) Date of Birth  
28           (4) Race

- (5) Ethnicity
- (6) Gender
- (7) Veteran Status
- (8) Disabling Condition
- (9) Residence Prior to Program Entry
- (10) Zip Code of Last Permanent Address
- (11) Housing Status
- (12) Program Entry Date
- (13) Program Exit Date
- (14) Personal Identification Number
- (15) Household Identification Number
- (16) Income and Sources
- (17) Non-Cash Benefits
- (18) Destination (where client will stay upon exit)
- (19) Financial Services Provided
- (20) Housing Relocation & Stabilization Services Provided

In addition, as required by California Welfare and Institutions Code Section 18999.6, the selected vendor will be required to provide the following data to the County:

- (1) The number of clients served in each of the targeted populations described in Welfare and Institutions Code 18999.2, subdivision (b);
- (2) The demographics of clients served, including race or ethnicity, age, and gender;
- (3) The number of applications for benefits, and type of benefits, filed;
- (4) The number of disability benefit applications approved initially, the number approved after reconsideration, the number approved after appeal, and the number not approved, and the time to benefits establishment;
- (5) For applications that were denied, the reasons for denial;
- (6) The number of clients who received subsidized housing during the period that their applications were pending and a description of how that impacted the clients and the



1 rates of completed applications or approval; and

2 (7) The number of clients who received subsidized housing who maintained that  
3 housing during the SSI application period.

4 (8) The percentage of individuals approved for SSI who retain permanent housing 6,  
5 12, and 24 months after benefits approval.

6 (9) The number of individuals eligible to be served by this program who have not yet  
7 received services.

8 COUNTY reserves the right to add additional reporting requirements as required by CDSS  
9 or HUD.

10 **27. EQUIPMENT**

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

16 1) To maintain all items of capital equipment in good working order and  
17 condition, normal wear and tear expected; and

18 2) To label all items of capital equipment, perform periodic inventories as  
19 required by COUNTY and to maintain an inventory list showing where and how the capital equipment  
20 is being used, in accordance with procedures developed by COUNTY. All such lists shall be submitted  
21 to COUNTY within ten (10) days of any request therefore; and

22 3) To report in writing to COUNTY immediately after discovery, the loss or  
23 theft of any items of capital equipment. For stolen items, the local law enforcement agency must be  
24 contacted and a copy of the police report submitted to COUNTY.

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

any costs resulting from capital equipment purchased, which are incurred by SUBRECIPIENT, if prior written approval has not been obtained from COUNTY.

C. SUBRECIPIENT must obtain prior written approval from COUNTY whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using ESG funds. If any real or personal property acquired or improved with ESG funds is sold and/or utilized by SUBRECIPIENT for a use which does not qualify under the ESG program, SUBRECIPIENT shall reimburse COUNTY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-ESG funds. These requirements shall continue in effect for the life of the property. In the event the ESG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with ESG funds, unless action is taken by the Federal government to relieve COUNTY of these obligations.

## **28. LIMITED ENGLISH PROFICIENCY**

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

## **29. RECORDS**

A. Record Establishment and Maintenance - SUBRECIPIENT shall establish and maintain records in accordance with those requirements prescribed by COUNTY, with respect to all matters covered by this Agreement. SUBRECIPIENT shall retain all fiscal books, account records,

1 and client files for services performed under this Agreement for at least five (5) years from the date of  
2 the final payment under this Agreement or until all State and Federal audits are completed for that  
3 fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this  
4 Agreement that the SUBRECIPIENT shall be reimbursed for actual costs incurred in the performance  
5 of this Agreement not to exceed the contract maximum but that no profit is to accrue to the  
6 SUBRECIPIENT on account of such performance.

7 B. Monthly Activity Reports - SUBRECIPIENT shall submit to COUNTY by the tenth  
8 (10<sup>th</sup>) of each month, activity reports for the previous month. SUBRECIPIENT shall also furnish to  
9 COUNTY such statements, receipts, reports, data, support documentation and other information as  
10 COUNTY may request pertaining to matters covered by this Agreement. Said support documentation  
11 must indicate the line item budget account number to which the cost is charged. In the event that  
12 SUBRECIPIENT fails to provide such reports or other information required hereunder, it shall be  
13 deemed sufficient cause for COUNTY to withhold monthly payments until there is compliance. In  
14 addition, SUBRECIPIENT shall provide written notification and explanation to COUNTY of any funds  
15 received from another source to conduct the same services covered by this Agreement within five (5)  
16 days of the receipt of such funds. The invoice and monthly activity reports shall be in a form and in  
17 such detail as acceptable to COUNTY's Director of Social Services or designee.

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

20 **30. EVALUATION**

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

28 ///

1           **31.    NEPOTISM**

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

5           **32.    SINGLE AUDIT CLAUSE**

6                   A.       If SUBRECIPIENT expends Seven Hundred Fifty Thousand Dollars  
7 (\$750,000.00) or more in Federal and Federal flow-through monies, SUBRECIPIENT agrees to  
8 conduct an annual audit in accordance with the requirements of the Single Audit Standards as set  
9 forth in Office of Management and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200.  
10 SUBRECIPIENT shall submit said audit and management letter to COUNTY. The audit must include  
11 a statement of findings or a statement that there were no findings. If there were negative findings,  
12 SUBRECIPIENT must include a corrective action plan signed by an authorized individual.  
13 SUBRECIPIENT agrees to take action to correct any material non-compliance or weakness found as a  
14 result of such audit. Such audit shall be delivered to COUNTY's DSS, Administration, for review within  
15 nine (9) months of the end of any fiscal year in which funds were expended and/or received for the  
16 program. Failure to perform the requisite audit functions as required by this Agreement may result in  
17 COUNTY performing the necessary audit tasks, or at COUNTY's option, contracting with a public  
18 accountant to perform said audit, or, may result in the inability of COUNTY to enter into future  
19 agreements with SUBRECIPIENT. All audit costs related to this Agreement are the sole responsibility  
20 of SUBRECIPIENT.

21                   B.       A single audit report is not applicable if all SUBRECIPIENT's Federal contracts  
22 do not exceed the Five Hundred Thousand Dollars (\$750,000.00) requirement or SUBRECIPIENT's  
23 only funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must  
24 be performed and a program audit report with management letter shall be submitted by  
25 SUBRECIPIENT to COUNTY as a minimum requirement to attest to SUBRECIPIENT's solvency.  
26 Said audit report shall be delivered to COUNTY's DSS, Accounting Office for review no later than nine  
27 (9) months after the close of the fiscal year in which the funds supplied through this Agreement are  
28 expended. Failure to comply with this Act may result in COUNTY performing the necessary audit

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

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

### **33. NOTICES**

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

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
Director, County of Fresno Department of Social Services PO BOX 1912 Fresno, CA 93718-1912	Senior Vice President WestCare California, Inc. 1900 N. Gateway Blvd., Ste. 100 Fresno, CA 93727

All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims

1 presentation requirements or procedures provided by law, including but not limited to the Government  
2 Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

3 **34. CHANGE OF LEADERSHIP / MANAGEMENT**

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

11 **35. GOVERNING LAW**

12 The parties agree, that for the purposes of venue, performance under this Agreement is to  
13 be in Fresno County, California.

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

16 **36. ENTIRE AGREEMENT**

17 This Agreement, including all Exhibits, COUNTY's Revised RFPs No. 18-029 and 18-  
18 032 and SUBRECIPIENT's responses thereto, constitutes the entire agreement between  
19 SUBRECIPIENT and COUNTY with respect to the subject matter hereof and supersedes all previous  
20 agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
21 understandings of any nature whatsoever unless expressly included in this Agreement.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

3 **SUBRECIPIENT:**  
4 **WestCare California, Inc.**

**COUNTY OF FRESNO**

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

By: Sal Quintero  
Sal Quintero, Chairperson of the  
Board of Supervisors of the  
County of Fresno

10 attesting to authority  
pursuant to WCCA 2018-03  
11 By: Jim Hanna 08-15-2018

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

12 Print Name: JIM HANNA  
13 Title: Corporate Secretary  
14 Secretary (of Corporation), or  
15 any Assistant Secretary, or  
16 Chief Financial Officer, or  
17 any Assistant Treasurer

By: Rose Cough  
Deputy

17 Mailing Address:  
18 1900 N. Gateway Blvd.  
19 Fresno, CA 93727  
20 (559) 251-4800  
21 Contact: Senior Vice President

22 For accounting use only:  
23 Organization: 56107001  
24 Account/Program: 7870/0  
25 Fund/Subclass: 0001/10000  
26  
27  
28

DEN:lm

## **SUMMARY OF SERVICES**

ORGANIZATION: WestCare California, Inc.  
ADDRESS: 1900 N. Gateway Blvd. Fresno CA 93727  
TELEPHONE: 559-251-4800  
FAX: 559-453-7827  
CONTACT: Shawn Jenkins, Senior Vice President  
EMAIL: shawn.jenkins@WestCare.com  
CONTRACT: Housing and Disability Advocacy Program  
CONTRACT TERM: September 11, 2018 to June 30, 2020  
CONTRACT AMOUNT: \$957,800

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### **SUMMARY OF SERVICES**

WestCare, California Inc. (WestCare) shall provide Housing and Disability Advocacy Program (HDAP) services, including disability advocacy, case management, emergency shelter motel vouchers, and permanent housing financial assistance. Disability benefits advocacy will be provided in adherence with the Substance Abuse and Mental Health Services Administration's (SAMHSA) SSI/SSDI Outreach, Access, and Recovery (SOAR) model. Housing services will primarily be provided through the rapid rehousing model of assistance, though linkages to permanent supportive housing services shall be made when appropriate and available.

### **TARGET POPULATION**

This program will provide services to individuals who are both homeless and disabled and are seeking disability benefits. The chronically homeless and long-term recipients of County General Relief benefits will be given the highest priority in receiving HDAP services. Veterans will also be prioritized.

### **HOUSING AND DISABILITY ADVOCACY PROGRAM**

WestCare shall provide HDAP services to clients that have been referred and accepted into the program. WestCare shall review all HDAP referrals received, conduct an intake assessment to determine eligibility, and if approved, provide services tailored to the needs of each individual client. Clients that are referred but are not approved for HDAP services shall be linked to outside resources as available.

The Sample SOAR Referral Application (incorporated herein as Attachment 1 to Exhibit A) shall be used as a screening tool, unless WestCare and COUNTY's DSS Director or designee mutually agree in writing to use a different tool. The tool shall be used to determine if a client is potentially eligible for disability benefits and is a viable candidate for HDAP services.



Additionally, all individuals referred to HDAP shall be administered a Vulnerability Index - Service Prioritization Decision Assistance Tool (VI-SPDAT) prior to service commencement, either during Coordinated Entry System (CES) intake, or at HDAP intake, if not previously assessed.

WestCare shall provide the following services to approved HDAP participants:

**1. Disability Advocacy and Case Management**

WestCare will provide assistance in obtaining benefits for Supplemental Security Income/State Supplementary Program for the Aged, Blind and Disabled (SSI/SSP); federal Social Security Disability Insurance Program (SSDI); the Cash Assistance Program for Immigrants (CAPI); and Veterans benefits provided under federal law, including disability compensation.

Disability advocacy includes completion of the entire disability benefit application process for any of the programs specified above. Advocacy services shall include, but are not limited to, the following:

- Developing and filing completely prepared documents for applications, appeals, reconsiderations, reinstatements, and recertifications;
- Coordinating with federal and state offices for pending applications, appeals, reconsiderations, reinstatements, and recertifications;
- Obtaining all relevant documentation from hospitals/medical centers, physicians, clinics, employers, case managers and others to meet the necessary burden of proof of a disability application; and
- Advocating on behalf of the client in all activities listed above.

Once accepted into the program, clients will work with Disability Advocates to develop an Individualized Service Plan and immediately begin to compile any documents they may need to apply for benefits. Advocates will meet with participants as often as needed for each specific case. Additionally, WestCare staff shall travel as needed for outreach and service delivery, including case management meetings in the clients' place of residence. Advocates shall take a proactive role in working with clients to ensure accountability and progress with each case.

Disability advocacy services shall continue until benefits are obtained. If a client is denied benefits, the advocate shall continue with the appeals and reconsideration process for as long as the client is willing to continue participation in services. In the event that the contract expires while there are participants whose cases have not been resolved, they will be transitioned to the Fresno Madera Continuum of Care (FMCoC) navigation process, and WestCare will continue to monitor their progress through the CES.

Advocacy staff will work closely with the HDAP housing case managers in a team effort to ensure efficiency and rapid progress for clients. Additionally, advocates with the housing team are to maintain contact with clients after they exit the program to monitor progress and housing retention.

**2. Housing Financial Assistance and Housing Case Management**

HDAP housing services provided shall include housing case management and rapid rehousing financial assistance. Financial assistance shall include rental assistance (full or partial rental subsidies), security deposits, utility deposits, utility payments, moving and storage costs (including arrears), motel or hotel voucher costs, paid shelter costs, and costs for making the home habitable (such as furniture, appliances, or household supplies). Case management provided shall include housing and relocation services, including landlord engagement, housing search and placement, and credit repair, as needed. The housing case manager shall work closely with the Disability Advocates to foster clients' self-sufficiency and prevent returns to homelessness.

Upon entry to HDAP, participants will be assigned to a housing case manager who will provide brief interventions, link them with the CES for housing prioritization, and help them secure temporary shelter or bridge housing until they can be placed in permanent housing. The housing case manager shall work with each participant to create a Housing First Individualized Service Plan, which will serve as the basis for developing short- and long-term goals for housing stability. Participants who desire treatment for substance use or mental health disorders will be admitted to residential programs or enrolled in outpatient treatment as needed.

Participants shall be placed into permanent housing within thirty to sixty days. Participants will typically remain in the program for three to six months, while the disability benefit application is reviewed, but those who require assistance for a longer duration will be accommodated. Housing services shall be available to clients for the entire length of the disability application process, including a brief transition period after final award or denial.

The housing case manager shall identify barriers to stable housing and work to help participants overcome those challenges. The case manager shall provide wraparound services for individuals and their families to ensure their successful transition to independent living. This includes arranging, coordinating, monitoring, and delivering services related to meeting participants' housing needs and obtaining stability.

Once housed, the case manager shall work with participants to maintain their residence and increase their economic, social, and medical stability. This may include, based on their needs assessment, linkages to programs for literacy, vocational training, education (GED, community college), and job readiness skills (interpersonal and interview skills, resume preparation, job search assistance). Case managers shall also provide life skills training in the areas of money management, hygiene, and nutrition education. Housing case managers shall work closely with disability advocates to address each participant's medical, mental health, medication management, and substance use treatment needs.

The HDAP housing component is funded in part by U.S. Housing and Urban Development (HUD) Emergency Solutions Grant (ESG). WestCare is required to comply with 24 CFR 576 and all other federal, state, and local regulations regarding ESG funded services while carrying out HDAP housing services.

### **SUBRECIPIENT RESPONSIBILITIES**

- Provide Housing and Disability Advocacy services described above to homeless and disabled individuals residing in Fresno County.
- Receive referrals, conduct appropriate screenings to determine potential eligibility for disability benefits, and accept eligible candidates into the program. Ensure that ineligible HDAP candidates are linked to other available resources.
- Engage clients in a linguistically and culturally-appropriate manner, including the use of interpreters when needed. Interpreter services shall be arranged by WestCare independently, and may be billed to this contract.
- Ensure that clients are placed in permanent housing that will be financially sustainable upon award of disability benefits.
- Track all disability benefits application data in the SOAR Online Application Tracking (OAT) database.
- Enter all clients assisted into the FMCoC Homeless Management Information System (HMIS).
- Work with DSS to modify processes or forms as requested.
- Provide a match of \$32,500 per fiscal year (\$65,000 total) for ESG funding provided through this contract. Match may be provided as dollar-for-dollar, or in-kind services.

### **COUNTY RESPONSIBILITIES**

- Schedule and facilitate meetings as often as needed for service coordination, problem/issue resolution, information sharing, training, review, and monitoring of services.
- Provide the match for all ESG funding provided through this contract that is beyond the \$65,000 total required from WestCare.

### **MONTHLY REPORTS**

WestCare shall provide complete and accurate monthly activity reports to COUNTY in a report format approved by the County by the 10<sup>th</sup> of each month.

### **OUTCOMES**

WestCare shall provide the following outcomes:

- Assist a minimum of 82 individuals with Disability Advocacy services, with a minimum of 53 individuals (or 64%) successfully approved for disability benefits by June 30, 2020.
- A minimum of 82 individuals will be provided temporary and/or permanent housing on a voluntary basis, with a minimum of 49 individuals (or 60%) moved to permanent housing within 60 days of entry into the program.

## Sample SOAR Referral Application

Please complete in full and fax to: **[Contact Person]** at \_\_\_\_

Candidate Name: _____	Date of referral: _____
Referring agency: _____	Person making referral: _____
Staff contact number: _____	Email address: _____

### **Candidate Identifying Information:**

Date of birth: _____	Gender: _____	Race: _____	Marital Status: _____
<i>(must be within 30 days of 18 years of age, or within 180 days if exiting foster care)</i>			
SSN: _____	Education (last grade completed): _____		
Current living arrangement (address, shelter, area of town): _____			
Employment status: _____	Veteran? _____		
Emergency contact name and number: _____			

### **Part A: Homelessness/At-Risk Assessment**

Where is the candidate currently living? *Check the appropriate selection*

Homeless		At-Risk for Homelessness	
Outdoors	<input type="checkbox"/>	Doubled up/couch-surfing	<input type="checkbox"/>
Shelter	<input type="checkbox"/>	Received eviction notice or has substantial arrears in rent/utilities	<input type="checkbox"/>
Transitional Housing	<input type="checkbox"/>	Permanent supportive housing that is grant funded (Housing First placements)	<input type="checkbox"/>
		Exiting foster care	<input type="checkbox"/>
		Institution – hospital, nursing home, etc.	<input type="checkbox"/>
		Jail	<input type="checkbox"/>

If homeless, how long has the candidate been homeless:                      **Years**                      **Months**

If the candidate is in an institution or jail, is he/she expected to be released within 30 days? ☐ Yes ☐ No

Was he/she experiencing homelessness before entering the facility? ☐ Yes ☐ No

Has the candidate had difficulty maintaining housing? ☐ Yes ☐ No

If yes, please describe:

### **Part B: Current Application for SSA Benefits or Pending Appeal**

Has the candidate recently applied for Social Security benefits? ☐ Yes ☐ No If yes, date:

What was the decision on your application? ☐ Pending ☐ Denied

(If denied) Did the candidate appeal? Is he/she waiting on a decision? Is he/she working with a lawyer?

### **Part C: Diagnostic Information**

Please list all mental and physical health diagnoses:	
Where has the candidate been treated for these conditions?	
Current medications and prescribing physician/agency:	
Does the candidate have a history of substance use? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Prior or current substance use is not a disqualifying factor for SOAR</i>	
Last substance(s) used:	Last known date of use:

### Part D: Narrative questions for SOAR eligibility

*Ask these questions to the candidate and record answers*

- 1 Can you tell me about why you are looking to apply for Social Security benefits?
- 2 When was the last time you were able to work? Why did you leave that position? Can you tell me about any times you have tried to work in the past couple of years?  
*(If candidate is currently working):* Tell me about your job: How many hours per week do you work? How much do you earn each month? Is there anything you struggle with while on the job or find difficult about your work?
- 3 Tell me about any ways that your conditions make things difficult for you on a daily basis: Do you notice any difficulties with day-to-day activities? Do you have trouble getting along with others or feeling like you want to avoid people? Have you noticed any changes in your memory?

### Summary and Next Steps

To assess SOAR eligibility we are looking for basic information on:

- The presence of medical and/or psychiatric conditions or symptoms which would fit an SSA listing
- Current treatment, or a history of treatment for conditions
- Inability to work and earn SGA (\$1,180/month in 2018) due to medical and/or psychiatric conditions (not because he/she can not find work or was laid off)
- Impairments in functioning due to medical and/or psychiatric conditions

***SOAR specialists will contact the candidate to follow up on information provided on this form. A full intake assessment may be required to gather additional supporting evidence to determine if we can assist the candidate with a SOAR application.***

**SOAR Referral Follow-up****Candidate Name:**

Date referral received:

Date candidate contacted:

*If unable to contact, list dates of contact attempts:***Notes from call/meeting with candidate:****Next Steps:**☐ Intake assessment is **NOT appropriate**. Reason:

List follow-up resources or referrals provided:

☐ Candidate is **Eligible for intake assessment** and will have:☐ Active placement. Initial appointment for screening scheduled for:☐ Waitlist placement. Initial appointment to be scheduled at a later time.

---

**SOAR Staff Signature**

---

**Date**

**BUDGET SUMMARY**

ORGANIZATION: WestCare California, Inc.

SERVICES: Housing and Disability Advocacy Program

CONTRACT TERM: September 11, 2018 to June 30, 2020

CONTRACT AMOUNT: \$957,800.00

<b>Eligible Costs</b>	<b>Amount</b>
Housing Assistance	
Emergency Shelter Motel Vouchers	
Rapid Rehousing Financial Assistance	
Rental Assistance	
Security Deposits	
Utility Deposits and Utility Payments	
Moving and Storage Costs	
Household Supplies and Furniture	
	<b>Subtotal   \$518,400.00</b>
Disability Advocacy and Case Management	
Disability Benefits Advocacy and Case Management	
Housing Case Management	
	<b>Subtotal   \$377,400.00</b>
Administration	
Housing and Disability Advocacy Administration	
	<b>Subtotal   \$62,000.00</b>
	<b>Total   \$957,800.00</b>

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

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

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

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

### **INSTRUCTIONS**

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



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

# Exhibit D

## THIRTY PERCENT INCOME LIMITS STATE: CALIFORNIA

		-----30% L O W I N C O M E L I M I T S-----							
	MEDIAN	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Bakersfield, CA MSA	58700	12550	14350	16150	17900	19350	20800	22200	23650
Chico, CA MSA	60500	12750	14550	16350	18150	19650	21100	22550	24000
El Centro, CA MSA	48200	12550	14350	16150	17900	19350	20800	22200	23650
<b>Fresno, CA MSA</b>	<b>55500</b>	<b>12550</b>	<b>14350</b>	<b>16150</b>	<b>17900</b>	<b>19350</b>	<b>20800</b>	<b>22200</b>	<b>23650</b>
Hanford-Corcoran, CA MSA	55400	12550	14350	16150	17900	19350	20800	22200	23650
Los Angeles-Long Beach-Anaheim, CA MSA									
Santa Ana-Anaheim-Irvine, CA HM	92700	23000	26250	29550	32800	35450	38050	40700	43300
Los Angeles-Long Beach-Glendale,	69300	20350	23250	26150	29050	31400	33700	36050	38350
Madera, CA MSA	55200	12550	14350	16150	17900	19350	20800	22200	23650
Merced, CA MSA	48200	12550	14350	16150	17900	19350	20800	22200	23650
Modesto, CA MSA	60700	12750	14600	16400	18200	19700	21150	22600	24050
Napa, CA MSA	88500	19300	22050	24800	27550	29800	32000	34200	36400
Oxnard-Thousand Oaks-Ventura, CA	96000	21300	24350	27400	30400	32850	35300	37700	40150
Redding, CA MSA	61400	12900	14750	16600	18400	19900	21350	22850	24300
Riverside-San Bernardino-Ontario	65800	14150	16200	18200	20200	21850	23450	25050	26700
Sacramento-Roseville-Arden-Arcade, CA MS									
Sacramento--Roseville--Arden-Arc	80100	16850	19250	21650	24050	26000	27900	29850	31750
Yolo, CA HMFA	85100	17500	20000	22500	24950	26950	28950	30950	32950
Salinas, CA MSA	69100	17550	20050	22550	25050	27100	29100	31100	33100
San Diego-Carlsbad, CA MSA	81800	20450	23400	26300	29200	31550	33900	36250	38550
San Francisco-Oakland-Hayward, CA MSA									
Oakland-Fremont, CA HMFA	104400	24400	27900	31400	34850	37650	40450	43250	46050
San Francisco, CA HMFA	118400	30800	35200	39600	44000	47550	51050	54600	58100
San Jose-Sunnyvale-Santa Clara, CA MSA									
San Benito County, CA HMFA	79800	19600	22400	25200	27950	30200	32450	34700	36900
San Jose-Sunnyvale-Santa Clara,	125200	27950	31950	35950	39900	43100	46300	49500	52700
San Luis Obispo-Paso Robles-Arro	80600	17500	20000	22500	24950	26950	28950	30950	32950

U.S. Department of Housing and Urban Development. April 2018. ESG Income Limits.  
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