

**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 Gateway Blvd., Suite 100, Fresno, CA 93727, hereinafter referred to as "SUBRECIPIENT."

**WITNESSETH:**

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 people who are in need of homeless assistance; and

WHEREAS, COUNTY, as a recipient of HUD ESG funding, in accordance with 24 CFR Part 576, is required to collaborate and consult with the Fresno Madera Continuum of Care (FMCoC) regarding the use of ESG funds and the designation of services and service provision in meeting the homeless needs in the community; and

WHEREAS, SUBRECIPIENT, is willing to support the FMCoC partners and clients, is able to provide said homeless services, and related supportive services to residents of Fresno County defined by HUD to be homeless.

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

**1. SERVICES**

A. SUBRECIPIENT shall provide all services and fulfill all responsibilities as set forth in Exhibit A, "Summary of Services", attached hereto and by this reference incorporated herein. SUBRECIPIENT's performance shall be in accordance with the following: COUNTY's Request for Proposal (RFP) No. 18-032 dated March 5, 2018, and Addendum No. One (1), dated March 6, 2018,

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

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

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

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

## 19 2. **TERM**

20 The term of this Agreement shall commence on the 11th day of September, 2018, through and  
21 including the 30<sup>th</sup> day of June 2019. This Agreement may be extended for two (2) additional  
22 consecutive twelve (12) month periods upon the approval of both parties no later than thirty (30) days  
23 prior to the first day of the next twelve-month extension period. The Director of the Department of  
24 Social Services or designee is authorized to execute such written approval on behalf of COUNTY  
25 based on SUBRECIPIENT's satisfactory performance.

## 26 3. **TERMINATION**

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

Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated at any time by giving SUBRECIPIENT thirty (30) days advance written notice.

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

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

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

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

#### **4. COMPENSATION**

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

For the initial term and each additional twelve (12) month period of this Agreement, in no

1 event shall services performed under this Agreement be in excess of Fifty-Seven Thousand, Seven  
2 Hundred, Fifty-Three and No/100 Dollars (\$57,753.00). The cumulative total of this Agreement shall  
3 not be in excess of One Hundred Seventy-Three Thousand, Two Hundred Fifty-Nine and No/100  
4 Dollars (\$173,259.00). It is understood that all expenses incidental to SUBRECIPIENT's performance  
5 of services under this Agreement shall be borne by COUNTY.

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

## 16 **5. INVOICING**

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

19 [DSSInvoices@co.fresno.ca.us](mailto:DSSInvoices@co.fresno.ca.us). A Monthly Activity Report shall accompany the invoice, reflecting  
20 services supported by the invoiced expenditures and be in a form and in such detail as acceptable to  
21 COUNTY's DSS. Invoices shall include all corresponding documentation submitted and identified by  
22 line item, as identified in Exhibit B. Supporting documentation shall include but is not limited to  
23 receipts, invoices received, and documented administrative / overhead costs. No reimbursement for  
24 services shall be made until invoices, reports and outcomes are received, reviewed and approved by  
25 COUNTY's DSS.

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

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

9 **6. INDEPENDENT CONTRACTOR**

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

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

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, attached hereto as  
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 duties  
17 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.

1           **10.    INSURANCE**

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

5                   A.    Commercial General Liability

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

13                   B.    Automobile Liability

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

20                   C.    Professional Liability

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

25                   D.    Worker's Compensation

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

28                   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.

1 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance  
2 written notice given to COUNTY.

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

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

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

21           **11. CONFIDENTIALITY**

22           All services performed by SUBRECIPIENT under this Agreement shall be in strict  
23 conformance with all applicable Federal, State of California and/or local laws and regulations relating to  
24 confidentiality, including but not limited to, California Civil Code section 56 et seq., California Welfare  
25 and Institutions Code sections 5328, 10850 and 14100.2, Health and Safety Code sections 11977 and  
26 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations sections 2.1  
27 et seq. SUBRECIPIENT shall submit to COUNTY's monitoring of said compliance with all State and  
28 Federal statutes and regulations regarding confidentiality. SUBRECIPIENT shall ensure that no list of



persons receiving services under this contract is published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality.

## **12. DATA SECURITY**

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

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

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

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

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

E. SUBRECIPIENT are responsible to employ strict controls to insure the integrity and security of COUNTY's confidential information and to prevent unauthorized access to data maintained in computer files, program documentation, data processing systems, data files and data

processing equipment which stores or processes COUNTY data internally and externally.

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

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

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

### **13. NON-DISCRIMINATION**

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

### **14. CONFLICT OF INTEREST**

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

### **15. CHARITABLE CHOICE**

SUBRECIPIENT may not discriminate in its program delivery against a client or potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a

1 refusal to actively participate in a religious practice. Any specifically religious activity or service made  
2 available to individuals by SUBRECIPIENT must be voluntary as well as separate in time and location  
3 from County funded activities and services. SUBRECIPIENT shall inform COUNTY as to whether it  
4 is faith-based. If SUBRECIPIENT identifies as faith-based it must submit to DSS a copy of its policy  
5 on referring individuals to an alternate treatment provider, and include a copy of this policy in its client  
6 admission forms. The policy must inform individuals that they may be referred to an alternative  
7 provider if they object to the religious nature of the program, and include a notice to DSS. Adherence  
8 to this policy will be monitored during annual site reviews, and a review of client files. If  
9 SUBRECIPIENT identifies as faith-based, by July 1 of each year SUBRECIPIENT will be required to  
10 report to DSS the number of individuals who requested referrals to alternate providers based on  
11 religious objection.

12 **16. PROHIBITION ON PUBLICITY**

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

21 **17. PUBLIC INFORMATION**

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

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

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

27 Members of SUBRECIPIENT's Board of Directors shall disclose any self-dealing  
28 transactions that they are a party to while SUBRECIPIENT is providing goods or performing services

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

7 **19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,**  
8 **INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED**  
9 **TRANSACTIONS**

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

13 B. This certification is required by the regulations implementing Executive Order  
14 12549, Debarment and Suspension, 29 Code of Federal Regulations (CFR) Part 98, section 98.510,  
15 Participants’ Responsibilities.

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

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

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

27 (4) The prospective recipient shall provide immediate written notice to  
28 COUNTY if at any time prospective recipient learns that its certification in Section Eighteen (18) of

1 this Agreement was erroneous when submitted or has become erroneous by reason of changed  
2 circumstances.

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

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

10 **20. AUDITS AND INSPECTIONS**

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

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

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

1 addition, COUNTY shall have the sole discretion in the determination of fiscal review outcomes,  
2 decisions and actions.

3 **21. ESG ELIGIBILITY AND REPORTING REQUIREMENTS**

4 A. SUBRECIPIENT is required to be a member in good standing of the FMCoC. A  
5 member in good standing is defined as a current dues paid member with attendance at a minimum of  
6 75% of all FMCoC Executive meetings.

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

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

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

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

20 (3) The households targeted must be those most in need of this assistance and most  
21 likely to achieve stable housing, whether subsidized or unsubsidized, outside of ESG after the program  
22 concludes.

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

25 **22. LOBBYING ACTIVITY**

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

1           **23.    POLITICAL ACTIVITY**

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

5           **24.    SUPPLEMENTAL SOURCES**

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

11           **25.    COMPLIANCE WITH APPLICABLE LAWS**

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

19           **26.    MINIMUM DATA COLLECTION REQUIREMENTS**

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

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

27           (1) Name

28           (2) Social Security Number

- (3) Date of Birth
- (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

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

**27. EQUIPMENT**

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

- 1) To maintain all items of capital equipment in good working order and condition, normal wear and tear expected; and
- 2) To label all items of capital equipment, perform periodic inventories as required



1 by COUNTY and to maintain an inventory list showing where and how the capital equipment is being  
2 used, in accordance with procedures developed by COUNTY. All such lists shall be submitted to  
3 COUNTY within ten (10) days of any request therefore; and

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

7 B. The purchase of any capital equipment by SUBRECIPIENT shall require the prior  
8 written approval of COUNTY, and must be appropriate and directly related to SUBRECIPIENT's  
9 service or activity under the terms of the Agreement. No capital equipment shall be purchased during  
10 the fourth (4<sup>th</sup>) or last quarter of each term of this Agreement. COUNTY may refuse reimbursement  
11 for any costs resulting from capital equipment purchased, which are incurred by SUBRECIPIENT, if  
12 prior written approval has not been obtained from COUNTY.

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

22 **28. LIMITED ENGLISH PROFICIENCY**

23 SUBRECIPIENT shall provide interpreting and translation services to persons  
24 participating in SUBRECIPIENT's services that have limited or no English language proficiency,  
25 including services to persons who are deaf or blind. Interpreter and translation services shall be  
26 provided as necessary to allow such participants meaningful access to the programs, services and  
27 benefits provided by SUBRECIPIENT. Interpreter and translation services, including translation of  
28 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, and client files for services performed under this Agreement for at least five (5) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the SUBRECIPIENT shall be reimbursed for actual costs incurred in the performance of this Agreement not to exceed the contract maximum but that no profit is to accrue to the SUBRECIPIENT on account of such performance.

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

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

1 services provided the previous month.

2 **30. EVALUATION**

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

10 **31. NEPOTISM**

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

14 **32. SINGLE AUDIT CLAUSE**

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

1 of SUBRECIPIENT.

2 B. A single audit report is not applicable if all SUBRECIPIENT's Federal contracts do not  
3 exceed the Five Hundred Thousand Dollars (\$750,000.00) requirement or SUBRECIPIENT's only  
4 funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must be  
5 performed and a program audit report with management letter shall be submitted by SUBRECIPIENT  
6 to COUNTY as a minimum requirement to attest to SUBRECIPIENT's solvency. Said audit report  
7 shall be delivered to COUNTY's DSS, Accounting Office for review no later than nine (9) months after  
8 the close of the fiscal year in which the funds supplied through this Agreement are expended. Failure  
9 to comply with this Act may result in COUNTY performing the necessary audit tasks or contracting  
10 with a qualified accountant to perform said audit. All audit costs related to this Agreement are the sole  
11 responsibility of SUBRECIPIENT who agrees to take corrective action to eliminate any material  
12 noncompliance or weakness found as a result of such audit. Audit work performed by COUNTY under  
13 this paragraph shall be billed to the SUBRECIPIENT at COUNTY cost, as determined by COUNTY's  
14 Auditor-Controller/Treasurer-Tax Collector.

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

20 **33. NOTICES**

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

23 COUNTY

24 Director, County of Fresno  
25 Department of Social Services  
26 PO BOX 1912  
Fresno, CA 93718-1912

SUBRECIPIENT

Senior Vice President  
WestCare California, Inc.  
1900 N. Gateway Blvd., Ste. 100  
Fresno, CA 93727

27 All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this  
28 Agreement must be in writing and delivered either by personal service, by first-class United States mail,

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

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

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

21 **35. GOVERNING LAW**

22 The parties agree, that for the purposes of venue, performance under this Agreement is to  
23 be in Fresno 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 **36. ENTIRE AGREEMENT**

27 This Agreement, including all Exhibits, COUNTY's Revised RFP No. 18-032 and  
28 SURECIPIENT's response thereto, constitutes the entire agreement between SUBRECIPIENT and

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

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

3 ///

4 ///

5 **SUBRECIPIENT:**  
6 **WestCare California, Inc.**

**COUNTY OF FRESNO**

7 By Shawn A. Jenkins  
8 Print Name: Shawn A. Jenkins  
9 Title: Sr. VP

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

10 Chairman of the Board, or  
11 President, or any Vice President

12 *Attesting to authority  
pursuant to WCCA 2018-03*

13 By Jim Hanna 08-15-2018

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

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

By: Doris Cuyt  
Deputy

20 Mailing Address:  
21 P.O. Box 12107  
22 Fresno, CA 93776  
23 (559) 251-4800  
Contact: Senior Vice President

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

28 DEN:cw

### **SUMMARY OF SERVICES**

ORGANIZATION: WestCare California, Inc.

ADDRESS: P.O. Box 12107 Fresno CA 93776

TELEPHONE: 559-251-4800

CONTACTS: Shawn Jenkins, Senior Vice President

EMAIL: [shawn.jenkins@WestCare.com](mailto:shawn.jenkins@WestCare.com)

CONTRACT: Rapid Rehousing Financial Assistance

CONTRACT AMOUNT: September 11, 2018 to June 30, 2019 - \$57,753  
July 01, 2019 to June 30, 2020 - \$57,753  
July 01, 2020 to June 30, 2021 - \$57,753

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### **CORE SERVICES**

WestCare California, Inc. will provide rapid rehousing financial assistance for individuals and families who are homeless or at risk of homelessness, as defined by HUD, with priority given to the County of Fresno Housing and Disability Advocacy Program (HDAP) clients. WestCare California, Inc. will provide the following services in accordance with 24 CFR 576.105. Allowable expenses for rapid rehousing follow:

RAPID REHOUSING	
Rental Application Fees	Rental housing application fees, charged by the owner.
Rental Assistance	Rental assistance payments.
Security Deposits	Security deposit assistance equal to no more than 2 month's rent.
Utility Deposits	Utility deposit assistance, required by the utility company.
Utility Payments	Utility payment assistance.

### **SUBRECIPIENT RESPONSIBILITIES**

Subrecipient shall:

- Provide rapid rehousing financial assistance as described above to eligible individuals residing in Fresno County.
- Ensure all clients served have gone through the Coordinated Entry Process.
- Comply with 24 CFR 576 and all other federal, state, and local regulations regarding ESG funded services.
- Keep apprised of legislative and programmatic changes affecting ESG to the extent that such a changes affect the provision of services under this agreement and train staff accordingly.



- Provide and document 25% match for ESG funds provided through this contract.
- Enter the required client data into the Homeless Management Information System (HMIS).
- Engage clients in a linguistically and culturally-appropriate manner, including the use of interpreters when needed.
- Meet with County staff monthly, or as often as needed, for service coordination, problem/issue resolution, information sharing, training, review, and monitoring of services.

#### **COUNTY RESPONSIBILITIES**

- Meet with subrecipient staff monthly, or as often as needed, for problem/issue resolution, information sharing, training, review, and monitoring of services.
- Provide 75% match for ESG funds provided through this contract.

#### **MONTHLY REPORTS/OUTCOMES**

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

For each of the contract terms, subrecipient shall meet the following outcome:

- 60 individuals will be provided rapid rehousing financial assistance
- 100% of HMIS entries completed within 7 days of program entry

**WestCare California, Inc. Budget**  
Fiscal Year Budget

<b>Rapid Re-housing</b>	<b>\$</b>	<b>57,753.00</b>
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Rental Application Fees  
Security Deposits  
Utility Deposits  
Rental Assistance  
Utility Payments

<b>TOTAL</b>	<b>\$</b>	<b>57,753.00</b>
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### **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

PAGE 10

		-----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
Fresno, CA MSA	55500	12550	14350	16150	17900	19350	20800	22200	23650
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.  
Retrieved from <http://www.hudexchange.info/resource/5079/esg-income-limits/>