

1 2. TERM

2 The term of this Agreement shall commence on August 20, 2019 through and including
3 June 30, 2020. This Agreement may be extended for one (1) additional consecutive twelve (12) month
4 period upon the approval of both parties no later than thirty (30) days prior to the first day of the next twelve
5 (12) month extension period. The COUNTY's DSS Director, or designee, is authorized to execute such
6 written approval on behalf of the COUNTY based on CONTRACTOR's satisfactory performance.

7 3. TERMINATION

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

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

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

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

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

1 4. COMPENSATION

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

6 In no event shall actual services performed under this Agreement be in excess of Two
7 Hundred Ninety One Thousand Seven Hundred Eighty Five and No/100 Dollars (\$291,785.00) for each
8 period of this Agreement (August 20, 2019 through June 30, 2020 and July 1, 2020 through June 30,
9 2021). The cumulative total of this Agreement shall not be in excess of Five Hundred Eighty Three
10 Thousand Five Hundred Seventy and No/100 Dollars (\$583,570.00).

11 Except as provided below regarding State payment delays, payments by COUNTY shall
12 be in arrears, for services provided during the preceding month, within forty-five (45) days after receipt,
13 verification and approval of SUBRECIPIENT's invoices by COUNTY's DSS. All final claims shall be
14 submitted by SUBRECIPIENT within (60) days following the final month of service per contract year. No
15 action shall be taken by COUNTY on claims submitted beyond the sixty (60) day closeout period. Any
16 compensation which is not expended by SUBRECIPIENT pursuant to the terms and conditions of this
17 Agreement shall automatically revert to COUNTY.

18 It is understood that all expenses incidental to SUBRECIPIENT'S performance of
19 services under this Agreement shall be borne by SUBRECIPIENT. If SUBRECIPIENT should fail to
20 comply with any provision of the Agreement, COUNTY shall be relieved of its obligation for further
21 compensation.

22 5. INVOICING

23 SUBRECIPIENT shall invoice COUNTY's DSS in arrears by the tenth (10th) of each month
24 for expenditures incurred to provide services rendered in the previous month to:

25 DSSInvoices@fresnocountyca.gov. Payments by COUNTY's DSS shall be in arrears, for actual services
26 provided during the preceding month. A Monthly Activity Report (MAR) shall accompany the invoice,
27 reflecting services supported by the invoiced expenditures and be in a form and in such detail as
28 acceptable to COUNTY's DSS. Invoices shall include all corresponding documentation submitted and

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

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

15 6. INDEPENDENT CONTRACTOR:

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

24 SUBRECIPIENT and COUNTY shall comply with all applicable provisions of law and the
25 rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject
26 thereof.

27 Because of its status as an independent contractor, SUBRECIPIENT shall have absolutely
28 no right to employment rights and benefits available to COUNTY employees. SUBRECIPIENT shall be

solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, SUBRECIPIENT shall be solely responsible and save COUNTY harmless from all matters relating to payment of SUBRECIPIENT's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, SUBRECIPIENT may be providing services to others unrelated to the COUNTY or to this Agreement.

7. MODIFICATION:

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

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

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

8. NON-ASSIGNMENT:

SUBRECIPIENT shall not assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the prior written consent of the COUNTY or COUNTY's DSS Director or designee. Any transferee, assignee, or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable State and Federal regulations. SUBRECIPIENT shall be held primarily responsible by the COUNTY for the performance of any transferee, assignee, or subcontractor unless otherwise expressly agreed to in writing by COUNTY. The use of subcontractor by SUBRECIPIENT shall not entitle SUBRECIPIENT to any additional compensation than is provided for under this Agreement.

1 9. HOLD HARMLESS:

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

10 10. INSURANCE

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

15 A. Commercial General Liability

16 Commercial General Liability Insurance with limits of not less than Two Million Dollars
17 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
18 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
19 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
20 liability or any other liability insurance deemed necessary because of the nature of this contract.

21 B. Automobile Liability

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

25 C. Professional Liability

26 If SUBRECIPIENT employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
27 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million
28 Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

1 D. Worker's Compensation

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

4 Additional Requirements Relating to Insurance

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

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

17 Within Thirty (30) days from the date SUBRECIPIENT signs and executes this Agreement,
18 SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above for all of the
19 foregoing policies, as required herein, to the County of Fresno, P.O. Box 1912, Fresno, CA 93718-1219,
20 Attention: Contract Analyst, stating that such insurance coverage has been obtained and is in full force; that
21 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
22 policies; that for such worker's compensation insurance the SUBRECIPIENT has waived its right to recover
23 from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and
24 that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance
25 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional
26 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for
27 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
28 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance

provided under SUBRECIPIENT's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

11. CONFLICT OF INTEREST:

No officer, employee or agent of the COUNTY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. In addition, no employee of the COUNTY shall be employed by the SUBRECIPIENT under this Agreement to fulfill any contractual obligations with the COUNTY. The SUBRECIPIENT shall 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, employee or agent of the COUNTY.

12. NON-DISCRIMINATION:

During the performance of this Agreement SUBRECIPIENT shall not unlawfully discriminate against any employee of 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.

13. LIMITED ENGLISH PROFICIENCY:

SUBRECIPIENT shall provide interpreting and translation services to persons participating in SUBRECIPIENT's services who 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, subcontractor, 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 participants' language and can effectively communicate any specialized terms and concepts peculiar to SUBRECIPIENT's services.

14. CLEAN AIR AND WATER

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

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

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

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

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

15. DRUG-FREE WORKPLACE REQUIREMENTS

For purposes of this paragraph, SUBRECIPIENT will be referred to as the "grantee." By drawing funds against this grant award, the grantee is providing the certification that is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations require certification by grantees that they will maintain a drug-free workplace. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of

grants, or government wide suspension or debarment. SUBRECIPIENT shall also comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code section 8350 et seq.).

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

A. COUNTY and SUBRECIPIENT recognize that SUBRECIPIENT is a recipient of Federal funds under the terms of this Agreement. By signing this Agreement, SUBRECIPIENT agrees to comply with applicable Federal suspension and debarment regulations, including but not limited to: 7 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order 12549. By signing this Agreement, SUBRECIPIENT attests to the best of its knowledge and belief, that it and its principals:

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

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

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

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

D. SUBRECIPIENT shall, prior to soliciting or purchasing goods and services in excess of \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and debarment status at <https://sam.gov/SAM/>.

17. CONFIDENTIALITY:

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

1 18. DATA SECURITY

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

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

10 B. SUBRECIPIENT is responsible to employ strict controls to insure the integrity and
11 security of COUNTY's confidential information and to prevent unauthorized access to data maintained in
12 computer files, program documentation, data processing systems, data files and data processing
13 equipment which stores or processes COUNTY data internally and externally.

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

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

21 E. In the event of a breach of security related to COUNTY's confidential client information
22 provided to SUBRECIPIENT, COUNTY will manage the response to the incident, however,
23 SUBRECIPIENT will be responsible to issue any notification to affected individuals as required by law or as
24 deemed necessary by COUNTY in its sole discretion. SUBRECIPIENT will be responsible for all costs
25 incurred as a result of providing the required notification. When no longer needed, all Medi-Cal Personally
26 Identifiable Information, as defined in the Medi-Cal Data Privacy and Security Agreement between the
27 California DHCS and the County of Fresno, Agreement No. A-16-659, whether stored in print or electronic
28 format, must be destroyed and disposed of through confidential means, as described in Agreement No. A-

1 16-659. Agreement no. A-16-659 is available upon request or can be viewed at:

2 <http://www.co.fresno.ca.us/MediCalPrivacy/>.

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

5 19. SINGLE AUDIT CLAUSE:

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

20 B. A single audit report is not applicable if all SUBRECIPIENT's Federal contracts
21 do not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or SUBRECIPIENT's
22 funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must be
23 performed and a program audit report with management letter shall be submitted by SUBRECIPIENT to
24 COUNTY as a minimum requirement to attest to SUBRECIPIENT's solvency. Said audit report shall be
25 delivered to COUNTY's DSS, Administration, for review no later than nine (9) months after the close of
26 the fiscal year in which the funds supplied through this Agreement are expended. Failure to comply with
27 this Act may result in COUNTY performing the necessary audit tasks or contracting with a qualified
28 accountant to perform said audit. All audit costs related to this Agreement are the sole responsibility of

1 SUBRECIPIENT who agrees to take corrective action to eliminate any material noncompliance or
2 weakness found as a result of such audit. Audit work performed by COUNTY under this paragraph shall
3 be billed to the SUBRECIPIENT at COUNTY cost, as determined by COUNTY's Auditor-
4 Controller/Treasurer-Tax Collector.

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

10 20. PROPERTY OF COUNTY

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

15 All purchases over Five Thousand Dollars (\$5,000) made during the life of this
16 Agreement that will outlive the life of this Agreement shall be identified as fixed assets with an assigned
17 Fresno County DSS Accounting Inventory Number. These fixed assets shall be retained by COUNTY,
18 as COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement.
19 SUBRECIPIENT agrees to participate in an annual inventory of all SUBRECIPIENT fixed assets and
20 shall be physically present when fixed assets are returned to COUNTY possession at the termination or
21 expiration of this Agreement. SUBRECIPIENT is responsible for returning to COUNTY all COUNTY
22 owned fixed assets upon the expiration or termination of this Agreement.

23 21. AUDITS AND INSPECTIONS:

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

1 If this Agreement exceeds ten thousand dollars (\$10,000.00), SUBRECIPIENT shall be
2 subject to the examination and audit of the Auditor General for a period of three (3) years after final
3 payment under contract (Government Code Section 8546.7).

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

14 22. FRATERNIZATION

15 SUBRECIPIENT shall establish procedures addressing fraternization between
16 SUBRECIPIENT's staff and clients. Such procedures will include provisions for informing
17 SUBRECIPIENT's staff and clients regarding fraternization guidelines.

18 23. STATE ENERGY CONSERVATION

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

22 24. CHARITABLE CHOICE

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

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

7 25. PROHIBITION ON PUBLICITY

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

15 26. NOTICES:

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

18 COUNTY

19 Director, COUNTY OF FRESNO
20 Department of Social Services
 P.O. Box 1912
 Fresno, CA 93718

CONTRACTOR

 Senior Vice President
 WestCare California, Inc.
 P.O. Box 12107
 Fresno, CA 93776

21 All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this
22 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
23 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
24 personal service is effective upon service to the recipient. A notice delivered by first-class United States
25 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
26 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
27 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
28 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by

1 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
2 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
3 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
4 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
5 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
6 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
7 beginning with section 810).

8 27. GOVERNING LAW:

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

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

13 28. CHANGE OF LEADERSHIP/MANAGEMENT:

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

20 29. LOBBYING ACTIVITY:

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

24 30. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

28 Members of the SUBRECIPIENT's Board of Directors shall disclose any self-dealing

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

8 31. SEVERABILITY

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

11 32. ENTIRE AGREEMENT:

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

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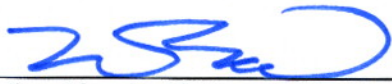
28 ///

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

3
4 **CONTRACTOR:**
5 **WESTCARE CALIFORNIA, INC**

COUNTY OF FRESNO

6 By: 

By: 

7 Print Name: Shawn Jenkins

Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

8 Title: Deputy CEO
9 Chairman of the Board, or
10 President, or any Vice President

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

11 Attest pursuant to authority
12 under WCCA 2019-01

13 By:  07/29/2019
WCCA

14 Print Name: Jim Hanna

By: Susan Bishop
Deputy

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

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

25 FOR ACCOUNTING USE ONLY:

26 Fund/Subclass: 0001/10000
27 ORG No.: 56107001
28 Account No.: 7870

DEN:dw

SUMMARY OF SERVICES

ORGANIZATION: WestCare California, Inc.
ADDRESS: P.O. Box 12107 Fresno CA 93776
SERVICES: Homeless Prevention for Adult Protective Service Clients
TELEPHONE: 559-251-4800
CONTACT: Shawn Jenkins, Senior Vice President
EMAIL: shawn.jenkins@WestCare.com
CONTRACT PERIOD: Term 1: August 20, 2019 through June 30, 2020
Term 2: (Optional): July 1, 2020, through June 30, 2021
AMOUNT: Term 1: Not to exceed \$291,785.00
Term 2: Not to exceed \$291,785.00

I. SUMMARY OF SERVICES

WestCare California, Inc. (SUBRECIPIENT) shall provide Homeless Prevention Assistance to Adult Protective Services (APS) clients in the form of case management and financial assistance.

II. TARGET POPULATION

The target population are clients in the APS system and are at risk of homelessness due to elder or dependent adult abuse, neglect, self-neglect, or financial exploitation.

III. SUBRECIPIENT'S RESPONSIBILITIES

A. SUBRECIPIENT will:

1. Receive direct referrals from the County of Fresno Department of Social Services (Department) for enrollment into the Home Safe program. SUBRECIPIENT will not advertise, recruit, or accept referrals for Home Safe by any other method;
2. Ensure that Limited English Proficiency (LEP) participants have meaningful, effective and equal access at every point of contact with program services for threshold languages: English, Spanish, and Hmong;
3. Meet with Department staff as often as needed to exchange pertinent information, resolve issues, and work together to coordinate services in the best interest of the participant. SUBRECIPIENT will respond to emails within 24 hours;
4. Provide or arrange suitable transportation for clients to Home Safe support activities;
5. Progressively engaging hard to reach participants; and
6. Be responsible for reporting any suspected abuse, including abandonment, abduction, isolation, financial abuse, physical abuse, neglect, or self-neglect back to the Department.

B. SUBRECIPIENT shall provide the following services:

1. **Case Management:** SUBRECIPIENT will be responsible for supporting clients throughout the housing stabilization process and for up to 6 months after the client has become stably housed. SUBRECIPIENT will also be responsible for linking clients to services including but not limited to mental health and substance abuse, health and wellness, legal services, money management, and any other services deemed appropriate for the client. SUBRECIPIENT will conduct in-home visits for up

to 6 months, to ensure that clients continue to live in safe and stable housing. The extent of case management will depend on the severity of the client. If a client enters Home Safe due to:

- a. Requiring rental assistance to remain housed SUBRECIPIENT will assist with:
 - i. Prioritizing the client's expenses;
 - ii. Developing a budget;
 - iii. Linking the client to money management services, if appropriate;
 - iv. Engaging the client's property owner, relatives, or any other party who has a direct impact on the client's living situation to help mediate any potential conflict; and
 - v. Making regular contact with the client to ensure they are continuing to adhere to their case plan.
- b. The home has become unstable/unsafe due to hoarding SUBRECIPIENT will:
 - i. Link clients to the appropriate behavioral health programs;
 - ii. Ensure that the client is participating in treatment;
 - iii. Help the client develop a plan for if the client were to find themselves reverting to hoarding behavior; and
 - iv. Make regular home visits to ensure living conditions remain safe and sanitary.
- c. The home is unsafe due to squatter relative(s) that may be physically/mentally abusing or financially exploiting the APS client. SUBRECIPIENT will support the client during the eviction by:
 - i. Referring the client to Central California Legal Services, who will help clients with the eviction process;
 - ii. Accompanying the client to eviction related activities including but not limited to filing the eviction paperwork with the court and accompanying client to the eviction trial; and
 - iii. Providing any necessary support after the judgment such as, but not limited to home repairs, lock replacement, linking the client to senior centers or support groups, or any other services deemed appropriate to this population.
- d. Insecure housing after a hospital stay for owing unpaid rent or their family is unable or unwilling to care for the client. SUBRECIPIENT will:
 - i. Complete regular home visits to ensure that the client is being cared for and supported by their family.

Often the hospital will refer clients to APS if the client's family is unable/unwilling to care for the client. In this situation, it is the responsibility of the hospital to find the client permanent housing or work with the family to develop a plan so the client can return home. Upon referral to APS from the hospital, APS will refer the client to SUBRECIPIENT.

2. **Short-Term Financial Assistance:** SUBRECIPIENT will be responsible for providing any necessary short-term financial assistance in excess of what the Department will provide for items including, but not limited to;
 - a. Short-term rent/mortgage payment;
 - b. Utility payments;
 - c. Property tax payment;
 - d. Repairs; and

- e. Anything else deemed necessary to keep the client in their home.

IV. COUNTY RESPONSIBILITIES

The Department shall be responsible for referring eligible clients that are APS participants.

The Department shall meet with SUBRECIPIENT monthly, or more often if necessary, to exchange pertinent information, resolve issues, and work together to coordinate services in the best interest of the participant.

V. MONTHLY REPORTS/OUTCOMES

A. SUBRECIPIENT shall meet the following performance outcomes:

1. 80% of clients that complete Home Safe will remain stably housed at 6 months and 12 months after exiting the program.
2. 60% of participants will be referred to outside services including but not limited to physical health, behavioral health, and/or mental health treatments, money management classes, or anything else deemed appropriate for this population.

B. SUBRECIPIENT must also report the following:

1. The number of individuals receiving case management and the duration of the assistance;
2. The types of assistance received by recipients (financial and/or case management); and
3. The client's housing status at 6 months and again 1 year after receiving assistance from the program.

ORGANIZATION: WestCare California, Inc.
SERVICES: Homeless Prevention Services for APS Clients
CONTRACT PERIOD: August 20, 2019 - June 30, 2020
CONTRACT AMOUNT: \$291,785.00

Personnel Costs		
Case Manager	100%	\$ 36,400.00
Case Manager	100%	\$ 36,400.00
Program Director	20%	\$ 13,000.00
Fringe Benefits	24.2%	\$ 20,764.00
		\$ 106,564.00
Operations		
Communications		\$ 3,891.00
Office Supplies		\$ 2,919.96
Office Furniture		\$ 3,000.00
Computers/Copier/Equipment		\$ 4,245.00
Repairs/Maintenance/Lease/Utilities		\$ 6,000.00
Staff Recruitment		\$ 260.00
Vehicle Lease		\$ 30,100.00
Staff Fuel/Mileage		\$ 14,000.00
Travel		\$ 1,500.00
Insurance - Vehicle/Liability		\$ 3,700.00
		\$ 69,615.96
Direct Financial Assistance		
Short term rent/mortgage payment		\$ 38,750.00
Utility Payments		\$ 9,250.00
Property Tax Payment		\$ 10,000.00
Repairs		\$ 6,250.00
Other Housing Stability Service		\$ 3,750.00
		\$ 68,000.00
Indirect Costs		\$47,605.04
TOTAL Case Management		\$ 291,785.00

ORGANIZATION: WestCare California, Inc.
SERVICES: Homeless Prevention Services for APS Clients
CONTRACT PERIOD: July 1, 2020 - June 30, 2021
CONTRACT AMOUNT: \$291,785.00

Case Manager	100%	\$ 42,640.00
Case Manager	100%	\$ 42,640.00
Program Director	20%	\$ 13,000.00
Fringe Benefits	24.2%	\$ 23,784.00
		\$ 122,064.00
Operations		
Communications		\$ 1,725.00
Office Supplies		\$ 2,919.96
Office Furniture		\$ -
Computers/Copier/Equipment		\$ 895.00
Repairs/Maintenance/Lease/Utilities		\$ 6,000.00
Staff Recruitment		\$ 260.00
Vehicle Lease		\$ 30,100.00
Staff Fuel/Mileage		\$ 14,000.00
Travel		\$ 1,500.00
Insurance - Vehicle/Liability		\$ 3,700.00
		\$ 61,099.96
Direct Financial Assistance		
Short term rent/mortgage payment		\$ 38,750.00
Utility Payments		\$ 9,250.00
Property Tax Payment		\$ 10,000.00
Repairs		\$ 6,250.00
Other Housing Stability Service		\$ 3,750.00
		\$ 68,000.00
Indirect Costs		\$40,621.04
TOTAL Case Management		\$ 291,785.00

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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