

A G R E E M E N T

THIS AGREEMENT is made and entered into this 27th day of April, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **WestCare California Inc.**, a California Non-Profit Corporation, whose address is 1900 N. Gateway Blvd., Suite 100, Fresno CA.93727, hereinafter referred to as "SUBRECIPIENT."

W I T N E S S E T H:

WHEREAS, COUNTY, on March 17, 2020 declared a Local Emergency in response to the imminent and proximate threat of the Novel Coronavirus (COVID-19); and

WHEREAS, COUNTY, through the Department of Social Services (DSS), in response to said Local Emergency and to the State of Emergency declared by the State of California on March 4, 2020, seeks to provide shelter to individuals and families that are experiencing homelessness during the COVID-19 pandemic in order to reduce the spread of virus transmission; and

WHEREAS, COUNTY, through its Department of Social Services (DSS), has been designated to administer and implement the Community Development Block Grant (CDBG) funds under the recent Coronavirus Aid, Relief, and Economic Security (CARES) Act. This allocation, known as CDBG-CV, provides funds for CDBG-eligible projects to address needs related to the COVID-19 pandemic for social services activities, in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, SUBRECIPIENT was identified as being capable and willing to provide said services in an expedient manner pursuant to the terms and conditions of this Agreement.

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

1. OBLIGATIONS

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

B. SUBRECIPIENT shall provide services pursuant to program expenses detailed in Exhibit B, Budget Summary, attached hereto and by this reference incorporated herein.

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1 **2. TERM**

2 The term of this Agreement shall be for a period of four (4) months, commencing March 1,
3 2021, through and including the 30th day of June, 2021.

4 **3. TERMINATION**

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

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

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

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

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

26 **4. COMPENSATION**

27 For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to
28 pay SUBRECIPIENT and SUBRECIPIENT agrees to receive compensation in accordance with Exhibit B,

Budget Summary. In no event shall actual services performed under this Agreement be in excess of One Hundred Thirty-Four Thousand Four Hundred Ninety-Four and No/100 Dollars (\$134,494).

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

COUNTY's failure to inform SUBRECIPIENT that CDBG funds are provided under this Agreement or of any reporting requirements shall not relieve SUBRECIPIENT of compliance with any CDBG reporting requirements. In addition, SUBRECIPIENT shall inform COUNTY in writing of any program income generated by the expenditure of CDBG funds. Any program income generated from the use of CDBG funds must be returned to COUNTY's CDBG program.

5. INVOICING

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

DSSInvoices@fresnocountyca.gov. A monthly activity report shall accompany the invoice, reflecting services supported by the invoiced expenditures, and include necessary programmatic documentation including, but not limited to personal declarations' of homelessness, medical notes, or program intake documents, and be in a form and in such detail as acceptable to the COUNTY's DSS. Invoices shall include supporting documentation including, but not limited to, receipts, invoices received, and documented administrative/overhead costs. No reimbursement for services shall be made until invoices, reports, and complete documents are received, reviewed, and approved by COUNTY's DSS. All final claims for funding shall be submitted by SUBRECIPIENT within sixty (60) days following the final month of

1 services.

2 At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is
3 otherwise not in proper form or detail, COUNTY's DSS Director or designee shall have the right to withhold
4 full payment of the invoice that is incorrect or improper after five (5) days prior written notice or email
5 correspondence to SUBRECIPIENT. SUBRECIPIENT agrees to continue to provide services for a period of
6 ninety (90) days after written or email notification of an incorrect or improper invoice. If after the ninety (90)
7 day period the invoice(s) is still not corrected to COUNTY's DSS satisfaction, COUNTY or COUNTY's DSS
8 Director or designee may elect to terminate this Agreement, pursuant to the termination provisions stated in
9 Paragraph Three (3) of this Agreement.

10 **6. INDEPENDENT CONTRACTOR**

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

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

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

1 Agreement.

2 **7. MODIFICATION**

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

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

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

16 **8. NON-ASSIGNMENT**

17 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties
18 under this Agreement without the prior written consent of the other party.

19 **9. HOLD HARMLESS**

20 SUBRECIPIENT agrees to indemnify, save, hold harmless, and at COUNTY's request,
21 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including
22 attorney's fees and costs) , damages, liabilities, claims, and losses occurring or resulting to COUNTY in
23 connection with the performance, or failure to perform, by SUBRECIPIENT, its officers, agents, or
24 employees under this Agreement, and from any and all costs and expenses (including attorney's fees and
25 costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who
26 may be injured or damaged by the performance, or failure to perform, of SUBRECIPIENT, its officers,
27 agents, or employees under this Agreement.

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1 **10. INSURANCE**

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

6 A. Commercial General Liability

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

12 B. Automobile Liability

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

16 C. Professional Liability

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

20 D. Worker's Compensation

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

23 E. Additional Requirements Relating to Insurance

24 SUBRECIPIENT shall obtain endorsements to the Commercial General Liability
25 insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as
26 additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage
27 for additional insured shall apply as primary insurance and any other insurance, or self-insurance,
28 maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with

1 insurance provided under SUBRECIPIENT's policies herein. This insurance shall not be cancelled or
2 changed without a minimum of thirty (30) days advance written notice given to COUNTY.

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

8 Within Thirty (30) days from the date SUBRECIPIENT signs and executes this Agreement,
9 SUBRECIPIENT shall provide, by email, certificates of insurance and endorsement as stated above for all
10 of the foregoing policies, as required herein, to the County of Fresno, at
11 DSSContractInsurance@fresnocountyca.gov, Attention: Contract Analyst, stating that such insurance
12 coverage has been obtained and is in full force; that the County of Fresno, its officers, agents and
13 employees will not be responsible for any premiums on the policies; that for such worker's compensation
14 insurance the SUBRECIPIENT has waived its right to recover from the COUNTY, its officers, agents, and
15 employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance
16 policy; that such Commercial General Liability insurance names the County of Fresno, its officers, agents
17 and employees, individually and collectively, as additional insured, but only insofar as the operations under
18 this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance
19 and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees,
20 shall be excess only and not contributing with insurance provided under SUBCONTRACTOR's policies
21 herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days
22 advance, written notice given to COUNTY.

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

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

1 **11. CONFLICT OF INTEREST**

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

9 **12. NON-DISCRIMINATION**

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

15 **13. LIMITED ENGLISH PROFICIENCY**

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

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1 **14. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND**
2 **VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

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

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

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

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

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

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

22 **15. CONFIDENTIALITY**

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

26 **16. DATA SECURITY**

27 For the purpose of preventing the potential loss, misappropriation or inadvertent
28 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. SUBRECIPIENT-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. SUBRECIPIENT-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

1 computer files, program documentation, data processing systems, data files and data processing
2 equipment which stores or processes COUNTY data internally or externally.

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

5 **17. PROPERTY OF COUNTY**

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

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

18 **18. INDEPENDENT AUDIT**

19 A. COUNTY reserves the right to perform or cause to be performed a financial audit. At
20 COUNTY's request, the SUBRECIPIENT shall provide, at its own expense, a financial audit prepared by a
21 certified public accountant.

- 22 1) If a financial audit is required by COUNTY, the audit shall be performed by an
23 independent certified public accountant.
- 24 2) The SUBRECIPIENT shall notify COUNTY of the auditor's name and address
25 immediately after the selection has been made. The contract for the audit shall
26 allow access by COUNTY and State representatives to the independent auditor's
27 working papers.
- 28 3) The SUBRECIPIENT is responsible for the completion of audits and all costs of

preparing audits.

4) The completed audit report shall be submitted by the auditor to COUNTY within three business days of completion.

5) If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to COUNTY for each audit finding within 90 days from the date of the audit finding report.

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

19. AUDITS AND INSPECTIONS

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

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

In addition, SUBRECIPIENT shall cooperate and participate with COUNTY's fiscal review process and comply with all final determinations rendered by the COUNTY's fiscal review process. If COUNTY reaches an adverse decision regarding SUBRECIPIENT's services to consumers, it may result in the disallowance of payment for services rendered; or in additional controls to the delivery of services, or in the termination of this Agreement, at the discretion of COUNTY's DSS Director or designee. If as a result of COUNTY's fiscal review process a disallowance is discovered due to SUBRECIPIENT's deficiency,

SUBRECIPIENT shall be financially liable for the amount previously paid by COUNTY to SUBRECIPIENT and this disallowance will be adjusted from SUBRECIPIENT's future payments, at the discretion of COUNTY's DSS Director or designee. In addition, COUNTY shall have the sole discretion in the determination of fiscal review outcomes, decisions and actions.

20. FRATERNIZATION

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

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

22. GRIEVANCES

SUBRECIPIENT shall establish procedures for handling client complaints and/or grievances. Such procedures will include provisions for informing clients of their rights to a State Hearing to resolve such issues.

23. PROHIBITION ON PUBLICITY

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for SUBRECIPIENT's advertising, fundraising, or publicity (i.e., purchasing of

1 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above,
2 publicity of the services described in Paragraph One (1) of this Agreement shall be allowed as necessary to
3 raise public awareness about the availability of such specific services when approved in advance by the
4 Director or designee and at a cost as provided in Exhibit B for such items as written/printed materials, the
5 use of media (i.e., radio, television, newspapers) and any other related expense(s).

6 **24. PUBLIC INFORMATION**

7 SUBRECIPIENT shall disclose COUNTY as a funding source in all public information and
8 program materials developed in support of contracted services.

9 **25. NOTICES**

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

12 COUNTY

13 Director, COUNTY OF FRESNO
14 Department of Social Services
15 P.O. Box 1912
16 Fresno, CA 93718-1912

SUBRECIPIENT

Deputy Chief Operating
WestCare California, Inc.
1900 N. Gateway Blvd., Ste. 100
Fresno, CA 93727

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

1 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
2 beginning with section 810).

3 **26. GOVERNING LAW**

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

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

8 **27. INTERPRETATION OF LAWS AND REGULATIONS**

9 COUNTY reserves the right to make final interpretations or clarifications on issues
10 relating to Federal and State laws and regulations, to ensure compliance.

11 **28. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

12 SUBRECIPIENT shall, and shall cause its consultants, subrecipients, contractors, and
13 subcontractors to, comply with all applicable State and Federal laws and regulations governing this
14 Agreement.

15 A. Whenever the SUBRECIPIENT uses the services of a contractor, the SUBRECIPIENT
16 shall require that the contractor comply with all Federal, State and local laws, ordinances, regulations
17 and Fresno County Charter provisions applicable in the performance of their work.

18 B. This Agreement is subject to the requirements of Section 3 of the Housing and Urban
19 Development Act of 1968, as amended, 12 U.S.C. 1701(u).Accordingly, the SUBRECIPIENT shall
20 require the prime contractor to complete and submit documentation prior to award of the construction
21 contract and upon Project completion that compliance with the Section 3 clause has been met.

22 C. Non-Discrimination: The SUBRECIPIENT agrees to comply with the non-discrimination
23 in employment and contracting opportunities laws, regulations, and executive orders referenced in 24
24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in
25 Section 109 of the Housing and Community Development Act of 1974 are still applicable.

26 D. Because the SUBRECIPIENT is receiving at least \$100,000 for this Project from the
27 COUNTY's CDBG Program under this Agreement, the SUBRECIPIENT shall complete and submit to
28 the County Community Development Division a "Certification of Payments to Influence Federal

Transactions" form and a "Standard Form LLL - Disclosure of Lobbying Activities" form. Likewise, before the SUBRECIPIENT awards a contract using at least \$100,000 of such CDBG funds, the SUBRECIPIENT shall require the consultant and/or contractor and all their sub-consultants and/or subcontractors to complete and submit these two (2) forms described hereinabove to both the SUBRECIPIENT and the COUNTY.

E. Records Retention: The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement for a period of four (4) years from the date of the submission of the COUNTY's consolidated annual performance and evaluation report to HUD in which the activities assisted under this Agreement are reported on for the final time. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year record retention period, such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, 4 whichever occurs later (24 CFR 570.502, 570.503(b)(2), 570.506).

F. Uniform Administrative Requirements: The SUBRECIPIENT shall comply with applicable Uniform Administrative Requirements, as described in 24 CFR 570.502.

G. Other Program Requirements: The SUBRECIPIENT shall comply with CDBG program requirements described in 24 CFR 570.600 – 615 not otherwise mentioned in this Agreement, except that the District does not assume the COUNTY's responsibilities described at 24 CFR 570.604 or 24 CFR 52.

H. Faith-Based Organizations: The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities such as worship, religious instructions or proselytization, and that the SUBRECIPIENT will comply with all requirements of 24 CFR 570.200(j) and 5.109.

29. CHANGE OF LEADERSHIP/MANAGEMENT

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

1 individuals providing services pursuant to this Agreement, b) exercises control over the manner in which
2 services are provided, or c) has authority over SUBRECIPIENT's finances.

3 **30. LOBBYING AND POLITICAL ACTIVITY**

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

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

9 **31. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

21 **32. CHILD ABUSE REPORTING**

22 SUBRECIPIENT shall utilize a procedure acceptable to County to ensure that all of
23 SUBRECIPIENT's employee's volunteer's, consultants, subcontractor or agents performing services
24 under this Agreement shall report all known or suspected child abuse or neglect to one or more of the
25 agencies set forth in Penal Code Section 11165.9. This procedure shall include having all of
26 SUBRECIPIENT's employees, volunteers, consultants, subcontractor or agents performing services
27 under this Agreement sign a statement that he or she knows of and will comply with the reporting
28 requirements set forth in Penal Code Section 11166. The statement to be utilized by SUBRECIPIENT's is

set forth in Exhibit D, attached hereto and by this reference incorporated herein.

33. SEVERABILITY

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

34. ENTIRE AGREEMENT

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

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

3
4 **SUBRECIPIENT:**

5 **WestCare California, Inc.**

6 By: Shawn Jenkins

7
8 Print Name: Shawn Jenkins

9 Title: Deputy CEO

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

11 *Attending to the authority of*
12 *the Dept CEO to execute*
13 *Pursuant to Resolution WCCA 2001-*
14 *01*

15 By: Jim Hanna *WCEC*
16 *04/01/2001*

17 Print Name: JIM HANNA

18 Title: Corporate Secretary

19 Secretary (of Corporation), or
Any Assistant Secretary, or
Chief Financial Officer, or any
Assistant Treasurer

20 Mailing Address:
21 1900 N. Gateway Blvd., Suite 100
22 Fresno, CA 93727
23 Phone: (559) 251-4800
24 Contact: Deputy Chief Operating Officer

25 **FOR ACCOUNTING USE ONLY:**

26 Account No.: 7295
27 ORG No.: 56107001
28 Fund/Subclass: 0001/10000

DEN:rm

COUNTY OF FRESNO

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

ATTEST:

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

By: Lise Cyle

Deputy

SUMMARY OF SERVICES

ORGANIZATION: WestCare California Inc.,
ADDRESS: 1900 N. Gateway Blvd., Suite 100, Fresno, CA. 93727
TELEPHONE: (559) 241-8753
CONTACT: Maryann Knoy
EMAIL: maryann.calderon@westcare.com
CONTRACT: Homeless Shelter Wraparound Services
CONTRACT TERM: March 1, 2021 through June 30, 2021

DESCRIPTION OF SERVICES

WestCare California Inc. ("SUBRECIPIENT") will manage personnel and provide wraparound services to homeless individuals being sheltered at the Super 8 in Selma, California. Services will include facilitation of meal delivery twice per day to guests, daily room checks, and working with security to ensure the safety of hotel guests. Housing Navigators will also work with guests to assist them in obtaining permanent housing. Services are intended to provide meals and a safe environment for homeless individuals during the COVID-19 State of Emergency.

COUNTY RESPONSIBILITIES

County will:

- Comply with all applicable State, Federal and local laws and regulations governing projects that use Federal Funds.

SUBRECIPIENT RESPONSIBILITIES

SUBRECIPIENT will:

- Work with individuals being sheltered at the Super 8 and with their partners and/or children to assist them obtain a permanent housing solution by June 30, 2021.
- Work with security, provided by Pacific Valley Patrol, to patrol the motel and grounds and maintain guest security, by receiving and reviewing daily security reports and intervening with guests and law enforcement when necessary.
- Provide two meals daily to guests of the Super 8 under this Agreement.
- Ensure compliance with local, state, and federal public health directives, including practicing social distancing, limiting guest travel, and ensuring ill staff do not report to work.
- Work with staff at Super 8 to transition guests to private rooms away from groups of people for individuals that are ill.
- Ensure compliance with the Americans with Disabilities Act (ADA) to accommodate people with disabilities.
- Ensure security protocols are in place for emergency incidents, including but not limited to medical emergencies and communicable disease.
- Establish protocols to handle both suspected and confirmed cases of COVID-19.
- Publicly display proper hygiene recommendations throughout each facility.
- Comply with all rules and regulations in accordance with 24 CFR part 570 – Community Development Block Grants.

- Shall, and shall cause its consultants, subrecipients, contractors, and subcontractors to, comply with all applicable State and Federal laws and regulations governing this Agreement.
- Whenever the SUBRECIPIENT uses the services of a sub-contractor, the SUBRECIPIENT shall require that the sub-contractor comply with all Federal, State and local laws, ordinances, regulations and Fresno County Charter provisions applicable in the performance of their work.
- This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u). Accordingly, the SUBRECIPIENT shall require the prime contractor to complete and submit documentation prior to award of the construction contract and upon Project completion that compliance with the Section 3 clause has been met.
- Non-Discrimination: The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable.
- Because the SUBRECIPIENT is receiving at least \$100,000 for this Project from the COUNTY's CDBG Program under this Agreement, the SUBRECIPIENT shall complete and submit to the County Community Development Division a "Certification of Payments to Influence Federal Transactions" form and a "Standard Form LLL - Disclosure of Lobbying Activities" form. Likewise, before the awards a contract using at least \$100,000 of such CDBG funds, the SUBRECIPIENT shall require the consultant and/or sub-contractor and all their sub-consultants and/or subcontractors to complete and submit these two (2) forms described hereinabove to both the SUBRECIPIENT and the COUNTY.
- Records Retention: The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement for a period of four (4) years from the date of the submission of the COUNTY's consolidated annual performance and evaluation report to HUD in which the activities assisted under this Agreement are reported on for the final time. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year record retention period, such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later (24 CFR 570.502, 570.503(b)(2), 570.506).
- Uniform Administrative Requirements: The SUBRECIPIENT shall comply with applicable Uniform Administrative Requirements, as described in 24 CFR 570.502.
- Other Program Requirements: The SUBRECIPIENT shall comply with CDBG program requirements described in 24 CFR 570.600 – 615 not otherwise mentioned in this Agreement, except that the District does not assume the COUNTY's responsibilities described at 24 CFR 570.604 or 24 CFR 52.
- Faith-Based Organizations: The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities such as worship, religious instructions or proselytization, and that the SUBRECIPIENT will comply with all requirements of 2 CFR 570.200(j) and 5.109."

BUDGET SUMMARY

ORGANIZATION: WestCare California Inc.,
ADDRESS: 1900 N. Gateway Blvd., Suite 100, Fresno, CA. 93727
TELEPHONE: (559) 241-8753
CONTACT: Maryann Knoy
EMAIL: maryann.calderon@westcare.com
CONTRACT: Homeless Shelter Wraparound Services
CONTRACT TERM: March 1, 2021 through June 30, 2021
CONTRACT TOTAL: \$134,494

March Budget

Guest Services	Amount
Personnel	
Salaries	
Payroll Taxes	
Benefits	
Subtotal	\$16,668
Operations	
Vehicle Lease	
Vehicle Fuel/Maintenance	
Office Supplies	
Communications	
Subtotal	\$1,685
Subcontractor	
For provision of meal service to include food, preparation and delivery to guest rooms twice daily for up to 75 people	
Subtotal	\$19,440
Indirect Costs	Subtotal \$3,779
Grand Total \$41,572	

April Budget

Guest Services	Amount
Personnel	
Salaries	
Payroll Taxes	
Benefits	
	Subtotal \$18,013
Operations	
Vehicle Lease	
Vehicle Fuel/Maintenance	
Office Supplies	
Communications	
	Subtotal \$1,685
Subcontractor	
For provision of meal service to include food, preparation and delivery to guest rooms twice daily for up to 61 people	
	Subtotal \$11,592
Indirect Costs	Subtotal \$3,129
	Grand Total \$34,419

May Budget

Guest Services	Amount
Personnel	
Salaries	
Payroll Taxes	
Benefits	
	Subtotal \$18,013
Operations	
Vehicle Lease	
Vehicle Fuel/Maintenance	
Office Supplies	
Communications	
	Subtotal \$1,685
Subcontractor	
For provision of meal service to include food, preparation and delivery to guest rooms twice daily for up to 47 people	
	Subtotal \$8,928
Indirect Costs	Subtotal \$2,862
	Grand Total \$31,488

June Budget

Guest Services	Amount
Personnel	
Salaries	
Payroll Taxes	
Benefits	
	Subtotal \$18,013
Operations	
Vehicle Lease	
Vehicle Fuel/Maintenance	
Office Supplies	
Communications	
	Subtotal \$1,685
Subcontractor	
For provision of meal service to include food, preparation and delivery to guest rooms twice daily for up to 33 people	
	Subtotal \$4,860
Indirect Costs	Subtotal \$2,457
	Grand Total \$27,015

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:	

NOTICE OF CHILD ABUSE REPORTING LAW

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between County of Fresno (COUNTY) and **WestCare California, Inc.** (PROVIDER) related to provision of emergency shelter care services for COUNTY's dependent children, requires that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (P.C.) section (§) 11165.9.

For purposes of the undersigned's child abuse reporting requirements, "child abuse or neglect" includes physical injury inflicted by other than accidental means upon a child by another person, sexual abuse as defined in P.C. §11165.1, neglect as defined in P.C. §11165.2, willful cruelty or unjustifiable punishment as defined in P.C. §11165.3, and unlawful corporal punishment or injury as defined in P.C. §11165.4.

A child abuse report shall be made whenever the undersigned, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the undersigned knows or reasonably suspects has been the victim of child abuse or neglect. (P.C. §11166.) The child abuse report shall be made to any police department or sheriff's department (not including a school district police or security department), or to any county welfare department, including Fresno County Department of Social Services' 24 Hour CARELINE. (See PC §11165.9.)

For purposes of child abuse reporting, a "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. The pregnancy of a child does not, in and of itself, constitute a basis for reasonable suspicion of sexual abuse. (P.C. §11166(a)(1).)

Substantial penalties may be imposed for failure to comply with these child abuse reporting requirements.

Further information and a copy of the law may be obtained from the department head or designee.

I have read and understand the above statement and agree to comply with the child abuse reporting requirements.

SIGNATURE

DATE