

CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS

SUBRECIPIENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this 24th day of October, 2023 (“Effective Date”), by and between the COUNTY OF FRESNO, a political subdivision of the state of California (“COUNTY”), and Westside Family Preservation Services Network, a California 501(c)(3) nonprofit corporation whose address is 16856 4th Street, Huron, CA 93234 (“SUBRECIPIENT”).

WITNESSETH:

WHEREAS, on March 11, 2021, the President signed into law the American Rescue Plan Act of 2021 (“ARPA”) which established the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) Program; and

WHEREAS, the ARPA authorizes the COUNTY to expend SLFRF awarded to the COUNTY for the following eligible purposes, outlined in the Interim Final Rule and Final Rule as follows (each an “Eligible Use,” collectively “Eligible Uses”):

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts;
- (2) To respond to workers performing essential work during the COVID-19 public health emergency;
- (3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health;
- (4) To make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the COUNTY intends to allocate a portion of its SLFRF to SUBRECIPIENT for one or more Eligible Uses; and

WHEREAS, the SUBRECIPIENT represents that it is a nonprofit organization established in 1999 with its mission to prevent child abuse and neglect in rural communities in West Fresno County by strengthening families and communities through a network of neighborhood resource centers and home visitation programs; and

WHEREAS, the SUBRECIPIENT represents that it currently operates five Youth Empowerment Centers (YEC) that provide a range of prevention, wellness, and recovery focused activities for individuals in need in the rural communities of Huron, Coalinga, Kerman, Mendota and Firebaugh, under contract with the County of Fresno’s Department of Behavioral Health; and

1 **WHEREAS**, the SUBRECIPIENT represents that the City of San Joaquin is in need of resources
2 and services provided by the YEC program due to an alarming increase in gang participation by youth
3 and adults, which have resulted in San Joaquin’s recent increase in violence, crimes, and murders due
4 to lack of educational resources, supporting services, and the extended social isolation and closures to
5 school, recreation and educational programs, and social activities during the pandemic; and

6 **WHEREAS**, the SUBRECIPIENT represents that youth in rural and unincorporated areas of the
7 COUNTY were disproportionately negatively impacted by the pandemic from the extended closures and
8 other efforts to contain the spread of COVID-19, which resulted in youth staying at home without access
9 to reliable broadband access, daily school meals, safe and quiet places to study, or healthy social
10 interaction with peers and educators. The SUBRECIPIENT represents that community educators and
11 administrators in the local Golden Plains Unified School District, who in normal years mentor the youth
12 and give daily attention to their well-being, observed that the pandemic’s isolation negatively impacted
13 youth in San Joaquin by widening gaps in language development, reading skills, and mathematical
14 achievement; and,

15 **WHEREAS**, the SUBRECIPIENT represents that students in the local school districts were
16 negatively impacted during the pandemic, in particular students from San Joaquin and in the Golden
17 Plains Unified School District reported increases in chronic absenteeism from 16.4% pre-pandemic to
18 62.3% in 2022 and high school dropouts went from 7.1% pre-pandemic to 12.6% in 2022, according to
19 reports prepared by the Education Data Partnership’s Fiscal, Demographic, and Performance Data on
20 California’s K-12 Schools for years 2021-2022; and

21 **WHEREAS**, the SUBRECIPIENT represents that high school students are bussed to Tranquillity
22 to attend high school, which means after school educational enrichment activities are limited and difficult
23 to access; and,

24 **WHEREAS**, the SUBRECIPIENT represents that its YEC program will provide resources in an
25 under-resourced geographic area identified in U.S. census tract (06019008200), which had a reported
26 median household income of \$44,507, and places 28.8% of persons in or below the poverty line,
27 according to the US Census American Community Survey 5-year estimates prepared for years 2017 to
28 2021; and

WHEREAS, the SUBRECIPIENT represents that it is committed to diversity and inclusion while

1 serving impacted youth, including those who have experienced child maltreatment, poverty,
2 homelessness, non-binary sexual identities, domestic violence, and those whose birth and ancestry are
3 from countries and cultures outside the United States. The SUBRECIPIENT represents that the YEC
4 program will target youth and young adults and provide positive mentorship, life coaching, and promote
5 leadership and life skills for participating youth, with support from the Parent Partners and a Program
6 Supervisor, and with a purpose of building community work that will benefit the community and the
7 families of the participants; and

8 **WHEREAS**, the SUBRECIPIENT represents that SLFRF provided under this Agreement will
9 address the negative economic impacts created by the pandemic by funding the extension of the
10 SUBRECIPIENT's YEC program in San Joaquin. The YEC program will provide extended resources
11 and services that will address social, emotional and physical wellness to all prospective participants
12 regardless of income, race, gender, and physical and/or mental disability, and will benefit youth and
13 residents in San Joaquin and neighboring rural communities how historically have been under-resourced
14 and who are from low and moderate-income households that have been negatively impacted by the
15 pandemic. Specifically, SUBRECIPIENT will provide violence intervention activities and community
16 programs in the following arenas: health and fitness, relationship violence, bullying and homelessness,
17 employment, workplace skill building, education accomplishment, mindfulness and stress management,
18 restorative justice and conflict mediation, and social services and benefit navigators for participants and
19 their families and help stabilize public safety in San Joaquin by identifying mental health challenges and
20 provide a hub for resources and referrals for the families of the youth that participate in the YEC
21 program (the "Program"); and

22 **WHEREAS**, the Final Rule recognized that public health challenges exacerbated by the
23 pandemic included an increase in community violence, violent crimes, and gun violence, therefore
24 community violence intervention programs in all communities, not just the disproportionately
25 impacted communities, is an enumerated eligible use of SLFRF and responsive to the impacts of
26 the pandemic in all communities; and

27 **WHEREAS**, under Section 602(c)(3) of the ARPA, the COUNTY may transfer SLFRF to nonprofit
28 organizations for Eligible Uses, in particular those nonprofit organizations that serve individuals and
families that have been impacted by the pandemic, for the purpose of meeting ARPA's goals; and

1 **WHEREAS**, the COUNTY has determined that the Program to be provided by SUBRECIPIENT
2 is an Eligible Use of SLFRF under the ARPA, in reliance on information provided by SUBRECIPIENT;
3 and

4 **WHEREAS**, the COUNTY and SUBRECIPIENT desire to enter into this Agreement so that the
5 COUNTY may provide SLFRF to the SUBRECIPIENT for appropriate and qualifying expenditures, as
6 permitted under the 2021 Interim Final Rule and 2022 Final Rule.

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

9 1. **GENERAL OBLIGATIONS OF THE SUBRECIPIENT**

10 A. SUBRECIPIENT represents that each of the recitals, stated hereinabove and in
11 Exhibit A to this Agreement, concerning SUBRECIPIENT, and made by SUBRECIPIENT, are true and
12 correct, and that COUNTY may rely upon each of those representations in granting the SLFRF to
13 SUBRECIPIENT under this Agreement.

14 B. SUBRECIPIENT acknowledges that the SLFRF granted under this Agreement are
15 a subaward of SLFRF to carry out the Program.

16 C. SUBRECIPIENT understands and agrees that the SLFRF disbursed under this
17 award may only be spent on Eligible Uses in compliance with the ARPA, the United States Department
18 of the Treasury (“TREASURY”) regulations implementing section 602 of the ARPA, and guidance issued
19 by the TREASURY regarding the foregoing.

20 D. SUBRECIPIENT represents that it intends to use SLFRF to address the negative
21 economic impacts of the pandemic by implementing the YEC program in San Joaquin, which is
22 designed to provide participants access to inclusive learning opportunities and community-minded
23 recreational activities. SLFRF provided under this Agreement will help fund operational expenses for the
24 implementation of the SUBRECIPIENT’s program, including but not limited to expenditures related to
25 program administration, personnel salaries and benefits, facility expenses, transportation, educational
26 resources and services, program supplies, and software licensure, all of which, when taken together for
27 the requirements of the Program, are necessary to address the needs of area youth who were
28 negatively impacted by the pandemic and will benefit from successfully proven programs to effectively

1 recover, and which costs are eligible for reimbursement from the start date of the Program, as shown on
2 Table 1-1 of Exhibit B, attached and incorporated by this reference.

3 E. During the Term of this Agreement, SUBRECIPIENT shall carry out the Program
4 by furnishing to the COUNTY information described in Exhibit A, Program Description, which is attached
5 and incorporated by this reference.

6 F. Compliance. SUBRECIPIENT is obligated by this Agreement and is responsible
7 to ensure that SLFRF granted under this Agreement are spent in compliance with all ordinances of the
8 County of Fresno, and laws of the State of California, and all laws of the Federal government. This
9 includes, but is not limited to, compliance with all requirements set forth in the Uniform Administrative
10 Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, the
11 TREASURY's Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds
12 ("Compliance Guidance"), Department of the Treasury 31 CFR Part 35 Coronavirus State and Local
13 Fiscal Recovery Funds Interim Final Rule ("Interim Final Rule") (for expenditures before April 1, 2022)
14 and Final Rule ("Final Rule") (for expenditures on April 1, 2022, or later), and any subsequent updates,
15 including TREASURY's Frequently Asked Questions. The award terms and conditions required by the
16 TREASURY are set forth in Exhibit F, which is attached and incorporated by this reference, as provided
17 by the TREASURY. Notwithstanding anything provided in Section 8 of this Agreement, or in this
18 Subsection 1(F), SUBRECIPIENT has the sole responsibility for compliance under this Section 1(F).

19 G. Timeline. SUBRECIPIENT shall ensure that the Program is diligently undertaken
20 and completed, and all SLFRF granted under this Agreement are fully expended, no later than
21 December 31, 2026. By August 31, 2024, SUBRECIPIENT shall analyze, and shall report to COUNTY
22 in writing, whether it can complete the Program or fully expend the SLFRF granted under this
23 Agreement by December 31, 2026. If SUBRECIPIENT is not capable of completing the Program or fully
24 expending the SLFRF granted under this Agreement on the Program by December 31, 2026,
25 SUBRECIPIENT shall return any previously issued SLFRF, which have not been bindingly obligated to a
26 permissible use, to COUNTY within fifteen calendar days. Additionally, SUBRECIPIENT shall account
27 for all SLFRF which have not been bindingly obligated to a permissible use by December 31, 2024, and
28 shall remit the same unobligated SLFRF to the COUNTY within thirty calendar days.

1 H. No Litigation. SUBRECIPIENT shall not use any SLFRF provided by the
2 COUNTY in litigation, or to pay any enforcement agency, including, but not limited to, any fines or
3 penalties, or similar charges, and shall notify the COUNTY of any legal action which is filed by or against
4 SUBRECIPIENT. To the extent permitted by law, SUBRECIPIENT shall not institute any action or suit at
5 law or in equity against COUNTY, nor institute, prosecute, or any way aid in the institution or
6 prosecution of any claim, demand, action, or cause of action for equitable relief, damage, loss, or injury
7 either to person or property, or both, whether developed or undeveloped, resulting or to result, known or
8 unknown, past, present, or future, arising out of, in any way, the terms of this Agreement.

9 I. SUBRECIPIENT agrees that if SUBRECIPIENT receives SLFRF from any other
10 local or state entity for all or any part of the Program for which SUBRECIPIENT has received SLFRF
11 from COUNTY under this Agreement, the SUBRECIPIENT shall contact COUNTY in writing within five
12 (5) business days. SUBRECIPIENT agrees that it may be required to return all or part of the SLFRF
13 received from the COUNTY if the total amount of SLFRF from all local and state entities exceeds the
14 Program's budget, and if SUBRECIPIENT does not intend to expand the Program.

15 J. None of the personnel employed in the administration of the Program shall be in
16 any way, or to any extent engaged in, the conduct of political activities prohibited by Chapter 15 of Title
17 5, U.S. Code, as applicable.

18 K. None of the SLFRF to be paid under this Agreement shall be used for any
19 partisan political activity, or to support or defeat legislation pending before Congress.

20 2. **PROCUREMENT REQUIREMENTS**

21 A. SUBRECIPIENT shall comply with all procurement requirements specified in the
22 Uniform Guidance, including, but not limited to, 2 CFR Part 200 et. seq.

23 B. SUBRECIPIENT shall take all necessary affirmative steps to assure that minority
24 businesses, women's business enterprises, and labor surplus area firms are used when possible, when
25 procuring goods and services under this Agreement, including the affirmative steps described in 2 CFR §
26 200.321.

27 C. As appropriate, and to the extent consistent with law, SUBRECIPIENT shall provide a
28 preference for the purchase, acquisition, or use of goods, products, or materials produced in the United
States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

1 3. **REPORTING REQUIREMENTS**

2 A. **Quarterly Program Expenditure Report:** SUBRECIPIENT shall submit to the
3 COUNTY's designated contact, as designated by the COUNTY's County Administrative Officer in writing
4 at the execution of this Agreement, Quarterly Program Expenditure Reports through the term of this
5 Agreement as provided by this Section 3.A. The reports shall contain, but not be limited to, the
6 information described in Exhibits B and C, which are attached and incorporated by this reference, and
7 must include a statement, signed by the SUBRECIPIENT, indicating that all expenditures in the report
8 comply with the Interim Rule and the Final Rule, as applicable, and ARPA guidelines for the SLFRF, as
9 set forth by the TREASURY. Quarterly expenditure reports shall be submitted to COUNTY no later than
10 fifteen (15) days after the end of each quarter listed below for the term of this Agreement, beginning with
11 the first quarter ending after the Effective Date:

- 12 1) January 1 – March 31, due by April 15
- 13 2) April 1 – June 30, due by July 15
- 14 3) July 1 – September 30, due by October 15
- 15 4) October 1 – December 31, due by January 15

16 B. **Annual Performance Report:** Within fifteen (15) days after each June 30,
17 SUBRECIPIENT shall submit one "Annual Performance Report" to the COUNTY, covering all
18 performance by the SUBRECIPIENT under this Agreement for the fiscal year ending that June 30. The
19 report shall contain, but not limited to, the information contained in Exhibit D, which is attached and
20 incorporated by this reference.

21 C. **Final Report:** A Final Program Report shall be submitted to COUNTY within thirty
22 (30) days upon completion of the Program. A Final Report shall include an accounting of all costs and
23 expenses incurred by SUBRECIPIENT, and any other information as the COUNTY deems necessary to
24 facilitate closeout of the Program and ensure that the COUNTY's obligations and requirements under
25 the SLFRF Program are met. The Final Program Report is not complete until COUNTY has delivered to
26 SUBRECIPIENT written acceptance of the Final Program Report.

27 4. **NONDISCRIMINATION**

28 A. During any period in which SUBRECIPIENT is in receipt of SLFRF from COUNTY,
SUBRECIPIENT and its Board, officers, employees, agents, representatives or subcontractors shall not

1 unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any
2 employee, applicant for employment or person receiving services under this Agreement because of race,
3 religious creed, color, national origin, ancestry, physical or mental disability including perception of
4 disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex,
5 sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military
6 and veteran status. SUBRECIPIENT and its officers, employees, agents, representatives or subcontractors
7 shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination
8 and equal opportunity, including, without limitation, the COUNTY's non-discrimination policy; Title VI of the
9 Civil Rights Act of 1964 (42 U.S.C. sections 2000d et seq.) and TREASURY's implementing regulations at
10 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under
11 programs or activities receiving federal financial assistance; The Fair Housing Act, Title VIII of the Civil
12 Rights Act of 1968 (42 U.S.C. sections 3601 et seq.), which prohibits discrimination in housing on the basis
13 of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act
14 of 1973, as amended (42 U.S.C. sections 6101 et seq.), and the TREASURY's implementing regulations at
15 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving
16 federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42
17 U.S.C. sections 12101 et seq.), which prohibits discrimination on the basis of disability under programs,
18 activities, and services provided or made available by state and local governments or instrumentalities or
19 agencies thereto; The Fair Employment and Housing Act (Government Code sections 12900 et seq.);
20 California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as
21 amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of
22 Federal Regulations.

23 B. SUBRECIPIENT shall include the non-discrimination and compliance provisions of
24 this Section 4 in all subcontracts to perform work under this Agreement.

25 C. SUBRECIPIENT shall provide a system by which recipients of service shall have the
26 opportunity to express, and have considered, their views, grievances, and complaints regarding
27 SUBRECIPIENT's delivery of services.

28 5. **CONFLICTS OF INTEREST; ETHICS**

 A. SUBRECIPIENT understands and agrees that it must maintain a conflict-of-interest

1 policy consistent with 2 CFR § 200.318(c), and that such conflict-of-interest policy is applicable to each
2 activity funded under this award. SUBRECIPIENT must disclose in writing to the TREASURY and to
3 COUNTY any potential conflict of interest affecting the awarded SLFRF in accordance with 2 CFR §
4 200.12. Further, no officer, agent, consultant, or employee of SUBRECIPIENT may seek or accept any
5 gifts, service, favor, employment, engagement, remuneration, or economic opportunity which would tend to
6 improperly influence a reasonable person in that position to depart from the faithful and impartial discharge
7 of the duties of that position.

8 B. No officer, agent, consultant, or employee of SUBRECIPIENT may use his or her
9 position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or
10 herself, any member of his or her household, any business entity in which he or she has a financial interest,
11 or any other person.

12 C. No officer, agent, consultant, or employee of SUBRECIPIENT may participate as an
13 agent of SUBRECIPIENT in the negotiation or execution of any contract between SUBRECIPIENT and any
14 private business in which he or she has a financial interest.

15 D. No officer, agent, consultant, or employee of SUBRECIPIENT may suppress any
16 report or other document because it might tend to affect unfavorably his or her private financial interests.

17 E. No officer, agent, consultant, employee, or elected or appointed official of the
18 COUNTY, or SUBRECIPIENT, shall have any interest, direct or indirect, financial, or otherwise, in any
19 contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or
20 herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year
21 thereafter, for any of the work to be performed pursuant to the Program.

22 6. **REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

23 A. Any licenses, certificates or permits required by the federal, state, county, or municipal
24 governments for SUBRECIPIENT to provide the services and operate the Program described in Exhibit A
25 must be procured by SUBRECIPIENT, and be valid at the time SUBRECIPIENT enters into this
26 Agreement.

27 B. SUBRECIPIENT must maintain such licenses, certificates, and permits in full force
28 and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses,
professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be

1 procured and maintained by SUBRECIPIENT at no expense to the COUNTY.

2 C. SUBRECIPIENT must show proof of established “indirect cost rates,” as defined by
3 the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (5
4 U.S.C. 301; 2 CFR 200) with either the Federal Government, or a final negotiated “indirect cost rate” with
5 COUNTY that complies with the Uniform Guidelines within 3 months of receipt of SLFRF.

6 7. **OFFICE SPACE, SUPPLIES, EQUIPMENT, AND OPERATING OVERHEAD**

7 A. SUBRECIPIENT shall provide all office space, supplies, equipment, vehicles, reference
8 materials, and telephone service necessary for SUBRECIPIENT to provide the services and operate the
9 Program identified in Exhibit A to this Agreement. COUNTY is not obligated to reimburse or pay
10 SUBRECIPIENT for any expense or cost incurred by SUBRECIPIENT in procuring or maintaining such
11 items. Responsibility for the costs and expenses incurred by SUBRECIPIENT in providing and maintaining
12 such items is the sole responsibility and obligation of SUBRECIPIENT, and if funded by SLFRF, shall
13 comply with the Uniform Cost Administrative Principles, and Audit Requirements for Federal Awards.

14 8. **SUBRECIPIENT’S ACKNOWLEDGEMENT OF COUNTY’S REPORTING TO TREASURY**

15 A. SUBRECIPIENT acknowledges that COUNTY is obligated to comply with
16 TREASURY’s Compliance and Reporting Guidance, which includes submitting mandatory periodic
17 reports to TREASURY.

18 B. SUBRECIPIENT acknowledges that COUNTY is accountable to the TREASURY for
19 SUBRECIPIENT oversight, including ensuring SUBRECIPIENT’s compliance with the SLFRF program,
20 SLFRF Award Terms and Conditions, Treasury’s Interim Final Rule or Final Rule, as applicable, and
21 reporting requirements, as applicable.

22 C. Notwithstanding anything to the contrary in this Section 8, (i) SUBRECIPIENT’s
23 compliance with ARPA and this Agreement are a pre-condition to COUNTY’s obligations under
24 Subsections A and B of this Section 8, (ii) nothing in Subsections A or B of this Section 8 relieve
25 SUBRECIPIENT of its obligations under ARPA and this Agreement, and (iii) Subsections A and B of this
26 Section 8 are for the purpose of informing SUBRECIPIENT that COUNTY has certain obligations to
27 TREASURY, the performance of which depend on SUBRECIPIENT’s compliance with ARPA and this
28 Agreement, and in no way create any enforceable obligation by SUBRECIPIENT against COUNTY.

9. **PENALTIES**

1 SUBRECIPIENT acknowledges that under ARPA, failure to comply with the restrictions on use as
2 described herein, may result in the TREASURY's recoupment of SLFRF from the COUNTY, and that in
3 such an event, COUNTY would recoup the SLFRF from SUBRECIPIENT.

4 SUBRECIPIENT also acknowledges that if SUBRECIPIENT fails to comply with the U.S.
5 Constitution, Federal statutes, regulations or the terms and conditions of this Federal award, the COUNTY
6 may impose additional conditions, as described in 2 CFR §200.208. If the COUNTY determines that
7 noncompliance cannot be remedied by imposing additional conditions, the COUNTY may take one or more
8 of the following actions, as appropriate in the circumstances:

9 A. Demand repayment of SLFRF issued to SUBRECIPIENT. SUBRECIPIENT shall
10 refund SLFRF upon demand by COUNTY.

11 B. Temporarily withhold cash payments pending correction of the deficiency by
12 SUBRECIPIENT, or more severe enforcement action by the COUNTY;

13 C. Disallow (that is, deny both use of funds and any applicable matching credit for) all
14 or part of the cost of the activity or action not in compliance;

15 D. Wholly or partly suspend or terminate the SLFRF;

16 E. Recommend the TREASURY initiate suspension or debarment proceedings;

17 F. Withhold further SLFRF for the Program; and

18 G. Take other remedies that may be legally available.

19 10. **FINANCIAL MANAGEMENT**

20 A. All of the SLFRF received by SUBRECIPIENT shall be maintained by
21 SUBRECIPIENT in a separate account (the "SLFRF Account"), which shall be distinct from any and all
22 other accounts or funds of the SUBRECIPIENT, and any interest, income, or increase in such SLFRF as
23 a result of any investment thereof shall be maintained in such SLFRF Account for the sole authorized
24 use under this Agreement, provided that, in the event SUBRECIPIENT has more than one authorized
25 use of such SLFRF under this Agreement, SUBRECIPIENT may have such number of such separate
26 accounts that correspond to each such authorized use provided further that such separate accounts are
27 subject to this Section 10(A), and are segregated and identified by a unique identifier. In no event shall
28 any such SLFRF be placed in any investment that may be withdrawn only upon payment of penalty, fee,
or charge.

1 B. SUBRECIPIENT must provide to COUNTY evidence of SUBRECIPIENT's
2 financial accountability. SUBRECIPIENT shall comply with all applicable Uniform Guidance
3 requirements. SUBRECIPIENT shall consult with COUNTY if SUBRECIPIENT is not certain which
4 Uniform Guidance requirements apply or how they apply.

5 C. Pursuant to 2 CFR 200.303, the SUBRECIPIENT shall develop and implement
6 written internal controls that are effective to ensure that funding decisions under the SLFRF constitute
7 Eligible Uses of SLFRF, and shall document all funding decisions. Upon request by COUNTY, the
8 SUBRECIPIENT shall provide the written internal controls and documentation of funding decisions to
9 the COUNTY.

10 D. SUBRECIPIENT shall submit to the COUNTY a copy of SUBRECIPIENT's most
11 recent single audit under 2 CFR Part 200, or a certification that SUBRECIPIENT expended less than
12 \$750,000 of Federal funds during that reporting period. If SUBRECIPIENT submits a letter stating it
13 expended less than \$750,000 in Federal funds, SUBRECIPIENT shall provide a recent financial
14 statement certified by an appropriate officer or employee of the SUBRECIPIENT. Financial
15 accountability submissions shall be provided to County of Fresno, County Administrative Office at 2281
16 Tulare, Room 304, Fresno, CA 93721, or electronically to e-mail address
17 fresnoca@fresnocountyca.gov.

18 E. SUBRECIPIENT certifies that neither it, nor its principals, are presently debarred,
19 suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this
20 transaction by any federal department or agency. This certification is made pursuant to the regulations
21 implemented by 2 CFR Part 200, Subpart 200.214, Debarment and Suspension, and any relevant
22 program-specific regulations. This provision shall be required of every subcontractor receiving any
23 payment in whole or in part from Federal funds.

24 F. SUBRECIPIENT shall record all costs of the Program by budget line items, which
25 shall be supported by adequate source documentation, including payroll ledgers, time records, invoices,
26 contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and
27 propriety of all costs. At any time during normal business hours, SUBRECIPIENT's financial transactions
28 with respect to the Program may be audited by the COUNTY or independent auditors contracted by the
COUNTY, or any combination thereof. The representatives of the auditing agency or agencies shall

1 have access to all books, documents, accounts, records, reports, files, papers, things, property,
2 contractors of program services, and other persons pertaining to such financial transactions and
3 necessary to facilitate the audit.

4 G. Copies, excerpts, or transcripts of all of the books, documents, papers, and
5 records, including invoices, payroll registers, time records, contracts, and accounting documents
6 concerning matters that are reasonably related to the Program shall be provided upon request to the
7 COUNTY.

8 H. Expenditures eligible for reimbursement from the SLFRF are described in Exhibit
9 B, which is attached and incorporated by this reference. SUBRECIPIENT shall not make any changes in
10 the line-item expenditures in Exhibit B without prior written approval of the COUNTY.

11 I. No cash reimbursement for purchases of any kind is allowable.

12 11. **TERM**

13 The term of this Agreement shall comply with ARPA Guidelines and shall commence on the
14 Effective Date until COUNTY has delivered to SUBRECIPIENT written acceptance of the Final Program
15 Report under section 3(C) of this Agreement, unless sooner terminated as provided herein.
16 Notwithstanding timelines provided in this Agreement, SUBRECIPIENT may only use ARPA SLFRF to
17 cover costs incurred during the time period set forth by the TREASURY. The COUNTY's written
18 acceptance of the Final Program Report under Section 3(C) of this Agreement shall include the COUNTY's
19 written notification to the SUBRECIPIENT, on behalf of COUNTY, that the Agreement term has ended. The
20 County Administrative Officer or his or her designee is authorized to execute this written acceptance of the
21 Final Program Report and notification of term end to SUBRECIPIENT.

22 12. **TERMINATION**

23 A. Non-Allocation of Funds: The terms of this Agreement, and the services to be
24 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
25 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
26 terminated by COUNTY, at any time without penalty to COUNTY by giving the SUBRECIPIENT thirty (30)
27 days advance written notice.

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

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

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

C. Without Cause: Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY by giving thirty (30) days advance written notice of an intention to terminate to SUBRECIPIENT.

13. GRANT FUNDING/COMPENSATION

A. The parties understand that funding for this Agreement is SLFRF provided pursuant to ARPA, codified at Title 31 CFR Part 35, and any amendments thereafter. COUNTY agrees to grant SUBRECIPIENT, and SUBRECIPIENT agrees to receive such grants, up to the total SLFRF grant, in an amount not to exceed three hundred forty-nine thousand, thirty-nine dollars (\$349,039).

It is expressly agreed and understood that the total amount of SLFRF to be granted by COUNTY to SUBRECIPIENT for the Program shall not exceed three hundred forty-nine thousand, thirty-nine dollars (\$349,039), which will provide funding assistance to address the negative economic impacts of the pandemic for the implementation of the SUBRECIPIENT's Youth Empowerment Center in San Joaquin and will provide funding assistance to help fund operational expenses consisting of expenditures related to program administration, personnel salaries and benefits, personnel training, facility expenses, transportation, and educational resources and services, which are necessary to address area youth whose personal physical and emotional needs were impacted by the pandemic and will benefit youth and young adults in San Joaquin and neighboring rural communities. SUBRECIPIENT shall track number of participants and their families benefiting from SUBRECIPIENT's programs, each participant's community

1 of origin and economic status, number of participants enrolled in the YEC program, and any potential
2 participation growth in its quarterly and annual reporting to the COUNTY through the course of the
3 Program term, which is 21 months beginning on January 1, 2024 and ending on September 30, 2025, and
4 shall include any aggregate data to show measurable accomplishments of the Program. SUBRECIPIENT
5 shall submit written payment requests for eligible, necessary expenses in support of the Program.
6 Payment requests for the COUNTY to make such payment shall be in accordance with the sample
7 Payment Request Form, attached as Exhibit B, and incorporated by this reference. Payment requests
8 shall detail purchase orders, receipts, and reimbursement requests, detailing items purchased, and
9 expenses incurred or anticipated to be incurred in support of the Program for items listed in Table 1-1 of
10 Exhibit B of this Agreement.

11 Following the Effective Date of this Agreement, SUBRECIPIENT may make one (1) payment
12 request to a maximum of fifty-two thousand three hundred fifty-five dollars (\$52,355), which is equivalent to
13 fifteen percent (15%) of the Program's total budgeted amount (\$349,039), to cover eligible expenditures in
14 support of the Program. The first payment request from SUBRECIPIENT to the COUNTY shall also be
15 accompanied by a written certification from the SUBRECIPIENT that the request for payment is consistent
16 with the amount of work scheduled to be performed or materials to be purchased with the amount of
17 funding being requested from the COUNTY, and that said payment request is in accordance with the
18 Program, Table 1-1 of Exhibit B of this Agreement. After appropriate review and inspection of the first
19 payment request, the COUNTY shall make the first payment available to SUBRECIPIENT in a timely
20 manner. After the first payment request, SUBRECIPIENT may make additional subsequent payment
21 requests to the COUNTY on a sixty-day basis (every 60 days) for eligible expenditures to be funded with
22 the remaining balance of the Program's budget, in accordance with this Agreement.

23 SUBRECIPIENT must work to minimize the time between the request from the COUNTY and the
24 disbursement of funds to meet the Program needs. SUBRECIPIENT is responsible for monitoring the
25 Program's cash flow needs and submitting reimbursement requests to COUNTY in a timely manner to
26 assure adequate coverage of Program needs. It is understood that all expenses incidental to
27 SUBRECIPIENT's performance of services in carrying out its Program under this Agreement shall be
28 borne by SUBRECIPIENT.

 SUBRECIPIENT shall submit documentation to the County of Fresno, County Administrative Office

1 located at 2281 Tulare, Room 304, Fresno, CA 93721, or electronically, to e-mail address
2 fresnocoao@fresnocountyca.gov. Payment by COUNTY shall be in arrears for services provided during
3 the preceding period, within forty-five (45) days from date of receipt, verification and approval of
4 SUBRECIPIENT's invoice and supporting documentation by COUNTY. If SUBRECIPIENT fails to comply
5 with any provision of this Agreement, COUNTY shall be relieved of its obligations for further compensation.

6 B. To ensure compliance with Federal and State regulations, COUNTY may require
7 additional supporting documentation or clarification of claimed expenses as follows:

8 i. COUNTY staff shall notify SUBRECIPIENT to obtain necessary additional
9 documentation or clarification.

10 ii. SUBRECIPIENT shall respond within five (5) business days with required
11 additional documentation or clarification to avoid disallowances/partial payment of invoice.

12 iii. All invoices containing expenses that need additional documentation or
13 clarification not provided to COUNTY within five (5) business days of request shall have those expenses
14 disallowed, and only the allowed expenses shall be paid.

15 iv. SUBRECIPIENT may resubmit disallowed expenses as a supplemental invoice
16 only, and must be accompanied by required documentation.

17 C. All expenses incidental to SUBRECIPIENT'S performance of services in carrying out
18 its Program under this Agreement shall be borne by SUBRECIPIENT. Except as expressly provided in this
19 Agreement, SUBRECIPIENT shall not be entitled to, nor receive from COUNTY, any additional
20 consideration, compensation, salary, wages, or other type of remuneration for services rendered under
21 this Agreement. COUNTY shall not withhold any Federal or State income taxes or Social Security tax from
22 any payments made by COUNTY to SUBRECIPIENT under the terms and conditions of this Agreement.
23 Payment of all taxes and assessments on such sums is the sole responsibility of SUBRECIPIENT. County
24 has no responsibility or liability for payment of SUBRECIPIENT's taxes or assessments.

25 14. **INDEPENDENT CONTRACTOR**

26 In performance of the work, duties and obligations assumed by SUBRECIPIENT under this
27 Agreement, it is mutually understood and agreed that SUBRECIPIENT, including any and all of the
28 SUBRECIPIENT'S officers, agents, and employees will at all times be acting and performing as an
independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,

1 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right
2 to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and
3 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that
4 SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

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

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

14 15. **MODIFICATION**

15 Any matters of this Agreement may be modified from time to time by the written consent of all the
16 parties without, in any way, affecting the remainder. Changes to line items, as set forth in Exhibit B, that,
17 when added together during the term of the Agreement do not exceed ten percent (10%) of the total
18 maximum compensation payable to SUBRECIPIENT, may be made with the written approval of
19 SUBRECIPIENT and COUNTY's Administrative Officer or designee. These modifications shall not result
20 in any change to the maximum compensation amount payable to SUBRECIPIENT, as described in this
21 Agreement.

22 16. **NON-ASSIGNMENT**

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

25 17. **HOLD HARMLESS** The SUBRECIPIENT shall indemnify and hold harmless and defend
26 the County (including its officers, agents, employees, and volunteers) against all claims, demands,
27 injuries, damages, costs, expenses (including reasonable attorney fees and costs), fines, penalties, and
28 liabilities of any kind to the COUNTY, the SUBRECIPIENT, or any third party that arise from or relate to
the performance or failure to perform by the SUBRECIPIENT (or any of its officers, agents,

1 subcontractors, or employees) under this Agreement. The COUNTY may conduct or participate in its
2 own defense without affecting the SUBRECIPIENT's obligation to indemnify and hold harmless or
3 defend the COUNTY. SUBRECIPIENT shall indemnify COUNTY against any and all actions of
4 recoupment by the TREASURY arising from this Agreement. Such indemnification shall not be limited to
5 the term of this Agreement.

6 SUBRECIPIENT shall indemnify COUNTY against any and all costs, claims, penalties,
7 damages, or actions arising from this Agreement or made by any person or entity arising from any
8 violation or alleged violation of Section 1.G, herein. Such indemnification shall not be limited to the term
9 of this Agreement.

10 The provisions of this Section 17 shall survive the termination or expiration of this Agreement.

11 18. **INSURANCE**

12 SUBRECIPIENT shall comply with all the insurance requirements in Exhibit G to this Agreement, which is
13 attached and incorporated by this reference.

14 19. **RECORDKEEPING AND CONFIDENTIALITY**

15 A. Pursuant to the Compliance Guidance published by TREASURY, the SUBRECIPIENT
16 must maintain records and financial documents for five (5) years after all SLFRF have been expended or
17 returned to TREASURY. SUBRECIPIENT acknowledges that the Compliance Guidance published by
18 TREASURY may change, and understands that any changes must be complied with. SUBRECIPIENT is
19 responsible to comply with any changes made to the Compliance Guidance, and COUNTY has no
20 responsibility to notify the SUBRECIPIENT of any changes to the Compliance Guidance by TREASURY.

21 B. SUBRECIPIENT shall maintain reasonable security measures to protect records
22 containing personal information from unauthorized access, acquisition, destruction, use, modification, or
23 disclosure pursuant to the California Consumer Privacy Act (CCPA) to ensure against a breach of
24 security of personal information of clients, staff, or other individuals. SUBRECIPIENT shall have
25 established written policies and procedures that align with CCPA, and shall follow such procedures.
26 Upon request, SUBRECIPIENT shall make available to COUNTY staff such written policies and
27 procedures, and shall be monitored for compliance.

28 20. **AUDITS AND INSPECTIONS:**

A. SUBRECIPIENT shall, at any time during business hours, and as often as the

1 COUNTY may deem necessary, make available to the COUNTY for examination all records and data with
2 respect to the matters covered by this Agreement. The SUBRECIPIENT shall, upon request by the
3 COUNTY, permit the COUNTY to audit and inspect all such records and data necessary to ensure
4 SUBRECIPIENT'S compliance with the terms of this Agreement. SUBRECIPIENT shall allow duly
5 authorized representatives of the COUNTY or independent auditors contracted by the COUNTY, or any
6 combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the
7 reviewing entity deems to be appropriate to determine:

- 8 1) Whether the objectives of the Program are being achieved;
- 9 2) Where the Program is being operated in an efficient and effective
10 manner;
- 11 3) Whether management control systems and internal procedures have
12 been established to meet the objectives of the Program;
- 13 4) Whether the financial operations of the Program are being conducted
14 properly;
- 15 5) Whether the periodic reports to the COUNTY contain accurate and
16 reliable information;
- 17 6) Whether all of the activities of the Program are conducted in compliance
18 with the provisions of state and federal laws and regulations and this
19 Agreement; and
- 20 7) Whether all activities associated with the Program are in compliance with
21 the Interim Final Rule and Final Rule for the SLFRF, the Compliance
22 Guidance, and any subsequent guidance issued by TREASURY.

23 B. SUBRECIPIENT shall maintain all books, documents, and other materials relevant to
24 its performance under this Agreement. These records shall be subject to the inspection, review, and audit
25 by the COUNTY or its designees, and the TREASURY, for five (5) years following termination of this
26 Agreement. If it is determined during the audit that the SUBRECIPIENT was reimbursed for unallowable
27 costs under this Agreement, the ARPA Guidelines, or the Final Rule, SUBRECIPIENT agrees to promptly
28 reimburse the COUNTY for such payments upon request.

C. SUBRECIPIENT agrees and acknowledges that if SUBRECIPIENT expends more

1 than \$750,000 in Federal awards during a fiscal year, SUBRECIPIENT shall be subject to an audit under
2 the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F, regarding audit
3 requirements.

4 21. **NOTICES** The persons and their addresses having authority to give and receive notices
5 under this Agreement include the following:

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
COUNTY OF FRESNO	Westside Family Preservation Services Network.
ARPA - SLFRF Coordinator	16856 4 th Street
2281 Tulare Street, Room 304	Huron, CA 93234
Fresno, CA 93721	Attn: Dr. Jeannemarie Caris-McManus, Executive Director

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

28 22. **GOVERNING LAW**

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

1 California.

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

4 23. **ADVICE OF ATTORNEY**

5 Each party warrants and represents that in executing this Agreement, it has received
6 independent legal advice from its attorneys, or the opportunity to seek such advice.

7 24. **DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

19 25. **ELECTRONIC SIGNATURES**

20 The parties agree that this Agreement may be executed by electronic signature as provided in
21 this section. An "electronic signature" means any symbol or process intended by an individual signing
22 this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed
23 version of an original handwritten signature; or (3) an electronically scanned and transmitted (for
24 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to
25 this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing
26 this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or
27 judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of
28 that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,

1 beginning with section 1633.1). Each party using a digital signature represents that it has undertaken
2 and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
3 through (5), and agrees that each other party may rely upon that representation. This Agreement is not
4 conditioned upon the parties conducting the transactions under it by electronic means and either party
5 may sign this Agreement with an original handwritten signature.

6 26. **ENTIRE AGREEMENT:**

7 This Agreement constitutes the entire agreement between the SUBRECIPIENT and COUNTY
8 with respect to the subject matter hereof, and supersedes all previous Agreement negotiations,
9 proposals, commitments, writings, advertisements, publications, and understanding of any nature
10 whatsoever unless expressly included in this Agreement. Notwithstanding this provision, any additional
11 requirements and/or guidelines set forth by the TREASURY regarding the uses and reporting
12 requirements for ARPA SLFRF after the execution of this Agreement shall be understood to be
13 integrated into this Agreement, and binding on the parties.

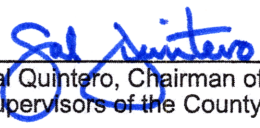
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

SUBRECIPIENT

COUNTY OF FRESNO



Dr. Jeannemarie Caris-McManus,
Executive Director
Westside Family Preservation
Services Network

Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

Mailing Address:
Westside Family Preservation
Services Network
16856 4th Street,
Huron, CA 93234

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

By: 
Deputy

FOR ACCOUNTING USE ONLY:
Fund: 0026

Subclass: 91021

ORG: 1033

Account: 7845

1 **Exhibit A**

2 **Program Description**

3 The Subrecipient is a nonprofit organization established in 1999 with its mission to prevent child
4 abuse and neglect in rural communities in West Fresno County by strengthening families and communities
5 through a network of neighborhood resource centers and home visitation programs. The Subrecipient
6 currently operates five Youth Empowerment Centers (YEC) that provide a range of prevention, wellness,
7 and recovery focused activities for individuals in need in the rural communities of Huron, Coalinga, Kerman,
8 Mendota and Firebaugh, under contract with the County of Fresno's Department of Behavioral Health. The
9 Subrecipient represents that the City of San Joaquin is in need of resources and services provided by
10 the YEC program due to an alarming increase in gang participation by youth and adults, which have
11 resulted in San Joaquin's recent increase in violence, crimes, and murders due to lack of educational
12 resources, supporting services, and the extended social isolation and closures to school, recreation and
13 educational programs, and social activities during the pandemic. The Subrecipient represents that youth
14 in rural and unincorporated areas of the COUNTY were disproportionately negatively impacted by the
15 pandemic from the extended closures, which resulted in youth staying at home without access to
16 reliable access to broadband, daily school meals, safe and quiet places to study, healthy social
17 interaction with peers and educators.

18 SLFRF provided under this Agreement will address the negative economic impacts of the
19 pandemic, by funding the extension of the SUBRECIPIENT's YEC program in San Joaquin during the
20 period of January 1, 2024 through September 30, 2025; the YEC program will provide extended
21 resources and services that will address social-emotional and physical wellness to all prospective
22 participants regardless of income, race, gender, and physical and/or mental disability, and will benefit
23 youth and residents in San Joaquin and neighboring rural communities which historically have been under
24 resourced and from low and moderate-income households that have been negatively impacted by the
25 pandemic. The Final Rule recognized that public health challenges exacerbated by the pandemic
26 included the increase in community violence, violent crimes, and gun violence, therefore community
27 violence intervention programs in all communities, not just the disproportionately impacted
28 communities, is an enumerated eligible use of SLFRF and responsive to the impacts of the
pandemic in all communities.

1 **Exhibit B**

2 **Subrecipient Expenditure Plan**

3 Following the Effective Date of this Agreement, SUBRECIPIENT may make one (1) payment
4 request to a maximum of fifty-two thousand three hundred fifty-five dollars (\$52,355), equivalent to
5 fifteen percent (15%) of the Program's total budgeted amount (\$349,039), to cover eligible expenditures
6 in support of the Program. The first payment request from SUBRECIPIENT to the COUNTY shall also
7 be accompanied by a written certification from the SUBRECIPIENT that the request for payment is
8 consistent with the amount of work scheduled to be performed or materials to be purchased with the
9 amount of funding being requested from the COUNTY, and that said payment request is in accordance
10 with the Program, Table 1-1 of Exhibit B of this Agreement. Payment requests shall detail purchase
11 orders, receipts, and reimbursement requests, detailing items purchased, and expenses incurred or
12 anticipated to be incurred in support of the Program for items listed in Table 1-1 of Exhibit B of this
13 Agreement.

Exhibit B (continued)

Table 1-1, Expenditure Plan

Expenditure Plan		
Program Personnel	Estimated Cost	Narrative
Project Director	\$ 18,632	Salaries, Payroll taxes and benefits, including but is not limited to OASDI, medicare, unemployment insurance, workers compensation, and retirement contributions.
Chief Education Director	\$ 11,712	
San Joaquin YEC Site Supervisor/s	\$ 91,564	
San Joaquin Parent Partner/s	\$ 85,176	
YEC Youth Navigator/s	\$ 39,394	
Total Personnel Costs	\$ 246,478	
Program Expenses	Estimated Cost	Narrative
Assistance, Enrichment, and Support for Program Participants	\$ 22,175	Activities, supplies, and expenses that benefit program participants and promote mental health and wellness. Anticipated expenses include but are not limited to: food, clothing, hygiene supplies for participants; Academic expenses including books, school supplies, and fees; Employment Assistance and Enrichment activities including transportation, activities, and related expenses that promote mental health and wellness.
Office and Program Expenses	\$ 24,530	Anticipated expenditures will be related to office and program direct costs which includes but are not limited to office supplies, program supplies, telecommunication services, broadband internet services, computer equipment and software, copiers, or furniture and fixtures for the use of either Office or Programs.
Professional and Contracted Services	\$ 21,500	Anticipated expenditures will be related to professional development and contracted services which includes but are not limited to: Speaker Stipends and mileage for supervised student mental health service providers, meditation, depression, SUD, Anxiety and bullying; staff development and training, webinar training. Contracted services may include subcontractors to provide meditation, janitorial and facility maintenance, insurance, accounting/bookkeeping, external audits, or payroll services.
Travel Mileage	\$ 2,625	Anticipated to fund travel milage for trips related to the Programs.
Total Program Costs	\$ 70,830	
Indirect Costs	\$ 31,731	
Total Grant Award	\$ 349,039	

1
2 **Exhibit B (continued)**

3 **Payment Request Form**

4 Date:

5
6 County of Fresno
7 ARPA - SLFRF Coordinator
8 2281 Tulare Street, Room 304
9 Fresno, CA 93721

10 **Subject: Payment Request:**

11 _____
12 **Subrecipient Program**

13 _____
14 **Subrecipient Name**

15 In accordance with the executed Agreement for the above-referenced Program, the
16 [SUBRECIPIENT NAME] is requesting payment of \$ _____ in support of the Program.

17 The [SUBRECIPIENT NAME] certifies that this request for payment is consistent with the
18 amount of work that has been completed to date, detailing items purchased, and expenses
19 incurred or anticipated to be incurred in support of the Program in accordance with the
20 Subrecipient Expenditure Plan (Exhibit B, Table 1-1) documented in the executed Agreement,
21 and as evidenced by the enclosed invoices and supporting documents.

22 **Payee**

23 **Invoice # / Contract #**

24 **Amount**

25 Sincerely,

26 [Subrecipient Officer]

27 [Subrecipient Name]

28 Enclosure(s)

Exhibit C

PROGRAM

Unique Entity Identifier (UEI):	Agreement Number:
Name of Entity:	Program Name:
Reporting Period State Date:	Reporting Period End Date:
Expenditure Category: 1 Public Health	
Total Award: \$349,039	Remaining Balance:

EXPENDITURES

Category	Cumulative Expenditures to date (\$)	Cumulative Obligations to date (\$)	Current Period Expenditures	Current Period Obligations
1	Community Violence Intervention			
1.11	Community Violence Interventions			
TOTAL				

Describe program achievements and upcoming milestones:

Quarterly Status Report, select one:

<input type="checkbox"/>	Not started
<input type="checkbox"/>	Completed less than 50 percent
<input type="checkbox"/>	Completed more than 50 percent
<input checked="" type="checkbox"/>	Completed

PROJECT STATUS

AUTHORIZED SIGNATURE

Prepared by _____ *Signature* _____ *Date*

(Print name)

1 **Exhibit D**

2 **Annual Performance Report**

3 All SUBRECIPIENTS that receive State and Local Fiscal Recovery Funds (SLFRF) awards are
4 required to produce an Annual Report. The Annual Report provides information on the
5 SUBRECIPIENT's Program, and how it plans to ensure program outcomes are achieved in an
6 effective and equitable manner.

7 The initial Annual Report must cover the period from the date of award to the following June 30th and
8 must be submitted to the County within 15 calendar days after the end of the reporting period.
9 Thereafter, the Annual Report will cover a 12-month period and subrecipients will be required to
10 submit the report to the County within 15 calendar days after the end of the 12-month period (by July
11 15th).

12

Annual Report	Period Covered	Due Date
1	Award – June 30, 2023	July 15, 2023
2	July 1, 2023 – June 30, 2024	July 15, 2024
3	July 1, 2024 – June 30, 2025	July 15, 2025
4	July 1, 2025 – June 30, 2026	July 15, 2026
5	July 1, 2026 – December 31, 2026	January 15, 2027

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17 **Instructions:**

18 SUBRECIPIENT should consult the SLFRF Guidance on Recipient Compliance and Reporting
19 Responsibilities (Reporting Guidance) located at: [https://home.treasury.gov/system/files/136/SLFRF-
20 Compliance-and-Reporting-Guidance.pdf](https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf) for detailed guidance on the submission of this report.
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1 **Exhibit E**

2 **Self-Dealing Transaction Disclosure Form**

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

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

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

10 **Instructions**

- 11 (1) Enter board member’s name, job title (if applicable), and date this disclosure is being made.
12 (2) Enter the board member’s company/agency name and address.
13 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the
14 County. At a minimum, include a description of the following:
15 a. The name of the agency/company with which the corporation has the transaction; and
16 b. The nature of the material financial interest in the Corporation’s transaction that the
17 board member has.
18 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable
19 provisions of the Corporations Code.

20 The form must be signed by the board member that is involved in the self-dealing transaction
21 described in Sections (3) and (4).
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(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:	

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1 **Exhibit F**

2 U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND
3 AWARD TERMS AND CONDITIONS

4 1. Use of Funds.

- 5 a) Subrecipient understands and agrees that the funds disbursed under this award may only be used
6 in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations
7 implementing that section, and guidance issued by Treasury regarding the foregoing.
8 b) Subrecipient will determine prior to engaging in any project using this assistance that it has the
9 institutional, managerial, and financial capability to ensure proper planning, management, and
10 completion of such project.

11
12 2. Period of Performance. The period of performance for this award begins on the date hereof and
13 ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use
14 award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on
15 December 31, 2024.

16
17 3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as
18 they relate to this award.

19
20 4. Maintenance of and Access to Records.

- 21 a) Subrecipient shall maintain records and financial documents sufficient to evidence compliance with
22 section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by
23 Treasury regarding the foregoing.
24 b) The Treasury Office of Inspector General and the Government Accountability Office, or their
25 authorized representatives, shall have the right of access to records (electronic and otherwise) of
26 Subrecipient in order to conduct audits or other investigations.
27 c) Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been
28 expended or returned to Treasury, whichever is later.

1 5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding
2 from this award.

3
4 6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct
5 and indirect costs as specified in the Scope of Work.

6
7 7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

8
9 8. Conflicts of Interest. Subrecipient understands and agrees it must maintain a conflict-of-interest
10 policy consistent with 2 C.F.R. § 200.318(c), and that such conflict-of-interest policy is applicable to each
11 activity funded under this award. Subrecipient and subrecipients must disclose in writing to Treasury or the
12 pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in
13 accordance with 2 C.F.R. § 200.112.

14
15 9. Compliance with Applicable Law and Regulations.

16 a) Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted
17 by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the
18 foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations,
19 and executive orders, and Subrecipient shall provide for such compliance by other parties in any
20 agreements it enters into with other parties relating to this award.

21 b) Federal regulations applicable to this award include, without limitation, the following:

22 i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
23 Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are
24 inapplicable to this Award and subject to such exceptions as may be otherwise provided by
25 Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the
26 Single Audit Act, shall apply to this award.

27 ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant
28 to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated
by reference.

- 1 iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant
2 to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated
3 by reference.
- 4 iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension
5 (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or
6 condition in all lower tier covered transactions (contracts and subcontracts described in 2
7 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's
8 implementing regulation at 31 C.F.R. Part 19.
- 9 v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth
10 in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 11 vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 12 vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 13 viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42
14 ix. U.S.C. §§ 4601-4655) and implementing regulations.
- 15 x. Generally applicable federal environmental laws and regulations.
- 16 c) Statutes and regulations prohibiting discrimination applicable to this award include, without
17 limitation, the following:
- 18 i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's
19 ii. implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of
20 race, color, or national origin under programs or activities receiving federal financial
21 assistance;
- 22 iii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.),
23 which prohibits discrimination in housing on the basis of race, color,
24 iv. religion, national origin, sex, familial status, or disability;
- 25 v. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which
26 prohibits discrimination on the basis of disability under any program or activity receiving
27 federal financial assistance;
- 28

- 1 vi. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and
2 Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on
3 the basis of age in programs or activities receiving federal financial assistance; and
4 vii. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et
5 seq.), which prohibits discrimination on the basis of disability under programs, activities, and
6 services provided or made available by state and local governments or instrumentalities or
7 agencies thereto.

8
9 10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 or 603 of the Act,
10 other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program
11 requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future
12 award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a
13 violation of section 602 (c) (1) or 603 (c) (1) of the Act regarding the use of funds, previous payments shall
14 be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be
15 subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

16
17 11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5
18 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government
19 employees whose principal employment is in connection with an activity financed in whole or in part by this
20 federal assistance.

21
22 12. False Statements. Subrecipient understands that making false statements or claims in connection
23 with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions,
24 including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards
25 or contracts, and/or any other remedy available by law.

26
27 13. Publications. Any publications produced with funds from this award must display the following
28 language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP
3678 awarded to County of Fresno by the U.S. Department of the Treasury."

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14. Debts Owed the Federal Government.

- a) Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient shall constitute a debt to the federal government.
- b) Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a) The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b) The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

- a) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

- 1 b) The list of persons and entities referenced in the paragraph above includes the following:
- 2 i. A member of Congress or a representative of a committee of Congress;
 - 3 ii. An Inspector General;
 - 4 iii. The Government Accountability Office;
 - 5 iv. A Treasury employee responsible for contract or grant oversight or management;
 - 6 v. An authorized official of the Department of Justice or other law enforcement agency;
 - 7 vi. A court or grand jury; or
 - 8 vii. A management official or other employee of Subrecipient, contractor, or subcontractor who
 - 9 has the responsibility to investigate, discover, or address misconduct.
- 10 c) Subrecipient shall inform its employees in writing of the rights and remedies provided under this
- 11 section, in the predominant native language of the workforce.
- 12

13 17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217

14 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt

15 policies and programs for their employees when operating company-owned, rented or personally owned

16 vehicles.

17

18 18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6,

19 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce

20 policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies

21 to decrease accidents caused by distracted drivers.

22

23

24 ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

25 ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

26

27 As a condition of receipt of federal financial assistance from the Department of the Treasury, the

28 Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans, and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of

1 Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies,
2 and other arrangements with the intention of providing assistance. Federal financial assistance does not
3 encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by
4 the Federal government at market value, or programs that provide direct benefits.

5 The assurances apply to all federal financial assistance from, or funds made available through the
6 Department of the Treasury, including any assistance that the Subrecipient may request in the future.

7 The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of
8 the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the
9 Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

- 10
- 11 1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964,
12 as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to
13 discrimination under programs and activities receiving federal financial assistance, of any person in
14 the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as
15 implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other
16 pertinent executive orders such as Executive Order 13166, directives, circulars, policies,
17 memoranda, and/or guidance documents.
 - 18 2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons
19 with Limited English Proficiency," seeks to improve access to federally assisted programs and
20 activities for individuals who, because of national origin, have Limited English proficiency (LEP).
21 Subrecipient understands that denying a person access to its programs, services, and activities
22 because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights
23 Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly,
24 Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's
25 directives, to ensure that LEP persons have meaningful access to its programs, services, and
26 activities. Subrecipient understands and agrees that meaningful access may entail providing
27 language assistance services, including oral interpretation and written translation where necessary,
28 to ensure effective communication in the Subrecipient's programs, services, and activities.

1 3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient
2 develops applicable budgets and conducts programs, services, and activities. As a resource, the
3 Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information
4 on taking reasonable steps to provide meaningful access for LEP persons, please visit
5 <http://www.lep.gov>.

6 4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition
7 of continued receipt of federal financial assistance and is binding upon Subrecipient and
8 Subrecipient's successors, transferees, and assignees for the period in which such assistance is
9 provided.

10 5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors,
11 subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and
12 agrees to incorporate the following language in every contract or agreement subject to Title VI and
13 its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors,
14 subcontractors, successors, transferees, and assignees:

15 *The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall*
16 *comply with Title VI of the Civil Rights Act of 1964, which prohibits subrecipients of federal*
17 *financial assistance from excluding from a program or activity, denying benefits of, or*
18 *otherwise discriminating against a person on the basis of race, color, or national origin (42*
19 *U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI*
20 *regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of*
21 *this contract (or agreement). Title VI also includes protection to persons with "Limited*
22 *English Proficiency" in any program or activity receiving federal financial assistance, 42*
23 *U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI*
24 *regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this*
25 *contract or agreement.*

26 6. Subrecipient understands and agrees that if any real property or structure is provided or improved
27 with the aid of federal financial assistance by the Department of the Treasury, this assurance
28 obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period
during which the real property or structure is used for a purpose for which the federal financial

1 assistance is extended or for another purpose involving the provision of similar services or benefits.
2 If any personal property is provided, this assurance obligates the Subrecipient for the period during
3 which it retains ownership or possession of the property.

- 4 7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department
5 of the Treasury of the aforementioned obligations. Enforcement may include investigation,
6 arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from
7 these actions. The Subrecipient shall comply with information requests, on-site compliance reviews
8 and reporting requirements.
- 9 8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any
10 complaints of discrimination on the grounds of race, color, or national origin, and limited English
11 proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and
12 provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or
13 completed, including outcome. Subrecipient also must inform the Department of the Treasury if
14 Subrecipient has received no complaints under Title VI.
- 15 9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-
16 compliance of Title VI and efforts to address the non-compliance, including any voluntary
17 compliance or other agreements between the Subrecipient and the administrative agency that
18 made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the
19 Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject
20 of any court or administrative agency finding of discrimination, please so state.
- 21 10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is
22 responsible for ensuring that sub-recipients also comply with Title VI and other applicable
23 authorities covered in this document. State agencies that make sub-awards must have in place
24 standard grant assurances and review procedures to demonstrate that they are effectively
25 monitoring the civil rights compliance of subrecipients.

26 The United States of America has the right to seek judicial enforcement of the terms of this assurances
27 document, and nothing in this document alters or limits the federal enforcement measures that the United
28 States may take in order to address violations of this document or applicable federal law.

1 **Exhibit G**

2 **Insurance Requirements**

3 **1. Required Policies**

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

7 (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than
8 Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars
9 (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include
10 products, completed operations, property damage, bodily injury, personal injury, and advertising
11 injury. The SUBRECIPIENT shall obtain an endorsement to this policy naming the County of
12 Fresno, its officers, agents, employees, and volunteers, individually and collectively, as
13 additional insureds, but only insofar as the operations under this Agreement are concerned.
14 Such coverage for additional insureds will apply as primary insurance and any other insurance,
15 or self-insurance, maintained by the County is excess only and not contributing with insurance
16 provided under the SUBRECIPIENT's policy.

17 (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million
18 Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must
19 include any auto used in connection with this Agreement.

20 (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State
21 of California with statutory limits.

22 (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million
23 Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

24 (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million
25 Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars
26 (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the
27 date on which services began under this Agreement; (2) the SUBRECIPIENT shall maintain the
28 policy and provide to the County annual evidence of insurance for not less than five years after
completion of services under this Agreement; and (3) if the policy is canceled or not renewed,

1 and not replaced with another claims-made policy with a retroactive date prior to the date on
2 which services begin under this Agreement, then the SUBRECIPIENT shall purchase extended
3 reporting coverage on its claims-made policy for a minimum of five years after completion of
4 services under this Agreement.

5 (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than
6 Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million
7 Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.

8 (G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars
9 (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber
10 liability policy must be endorsed to cover the full replacement value of damage to, alteration of,
11 loss of, or destruction of intangible property (including but not limited to information or data) that
12 is in the care, custody, or control of the SUBRECIPIENT.

13 **Definition of Cyber Risks.** "Cyber Risks" include but are not limited to (i) Security Breach, which
14 may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach;
15 (iii) breach of any of the SUBRECIPIENT's obligations under this Agreement; (iv) system failure;
16 (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to
17 comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual
18 property, including but not limited to infringement of copyright, trademark, and trade dress; (x)
19 invasion of privacy, including release of private information; (xi) information theft; (xii) damage to
20 or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to
21 the SUBRECIPIENT's obligations under this Agreement regarding electronic information, including
22 Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud;
23 (xviii) network security; (xix) data breach response costs, including Security Breach response
24 costs; (xx) regulatory fines and penalties related to the SUBRECIPIENT's obligations under this
25 Agreement regarding electronic information, including Personal Information; and (xxi) credit
26 monitoring expenses.

1 **2. Additional Requirements**

2 (A) **Verification of Coverage.** Within 30 days after the SUBRECIPIENT signs this Agreement, and
3 at any time during the term of this Agreement as requested by the County's Risk Manager or the
4 County Administrative Office, the SUBRECIPIENT shall deliver, or cause its broker or producer
5 to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California
6 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person
7 identified to receive notices under this Agreement, certificates of insurance and endorsements
8 for all of the coverages required under this Agreement.

9 (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained
10 and is in full force; (2) the County, its officers, agents, employees, and volunteers are not
11 responsible for any premiums on the policy; and (3) the SUBRECIPIENT has waived its
12 right to recover from the County, its officers, agents, employees, and volunteers any
13 amounts paid under any insurance policy required by this Agreement and that waiver
14 does not invalidate the insurance policy.

15 (ii) The commercial general liability insurance certificate must also state, and include an
16 endorsement, that the County of Fresno, its officers, agents, employees, and volunteers,
17 individually and collectively, are additional insureds insofar as the operations under this
18 Agreement are concerned. The commercial general liability insurance certificate must
19 also state that the coverage shall apply as primary insurance and any other insurance, or
20 self-insurance, maintained by the County shall be excess only and not contributing with
21 insurance provided under the SUBRECIPIENT's policy.

22 (iii) The automobile liability insurance certificate must state that the policy covers any auto
23 used in connection with this Agreement.

24 (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state
25 the retroactive date of the policy, which must be prior to the date on which services
26 began under this Agreement.

27 (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued
28 by admitted insurers licensed to do business in the State of California and possessing at all
times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

1 (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement,
2 the SUBRECIPIENT shall provide to the County, or ensure that the policy requires the insurer to
3 provide to the County, written notice of any cancellation or change in the policy as required in
4 this paragraph. For cancellation of the policy for nonpayment of premium, the SUBRECIPIENT
5 shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in
6 advance of cancellation. For cancellation of the policy for any other reason, and for any other
7 change to the policy, the SUBRECIPIENT shall, or shall cause the insurer to, provide written
8 notice to the County not less than 30 days in advance of cancellation or change. The County in
9 its sole discretion may determine that the failure of the SUBRECIPIENT or its insurer to timely
10 provide a written notice required by this paragraph is a breach of this Agreement.

11 (D) **County's Entitlement to Greater Coverage.** If the SUBRECIPIENT has or obtains insurance
12 with broader coverage, higher limits, or both, than what is required under this Agreement, then
13 the County requires and is entitled to the broader coverage, higher limits, or both. To that end,
14 the SUBRECIPIENT shall deliver, or cause its broker or producer to deliver, to the County's Risk
15 Manager certificates of insurance and endorsements for all of the coverages that have such
16 broader coverage, higher limits, or both, as required under this Agreement.

17 (E) **Waiver of Subrogation.** The SUBRECIPIENT waives any right to recover from the County, its
18 officers, agents, employees, and volunteers any amounts paid under the policy of worker's
19 compensation insurance required by this Agreement. The SUBRECIPIENT is solely responsible
20 to obtain any policy endorsement that may be necessary to accomplish that waiver, but the
21 SUBRECIPIENT's waiver of subrogation under this paragraph is effective whether or not the
22 SUBRECIPIENT obtains such an endorsement.

23 (F) **County's Remedy for SUBRECIPIENT's Failure to Maintain.** If the SUBRECIPIENT fails to
24 keep in effect at all times any insurance coverage required under this Agreement, the County
25 may, in addition to any other remedies it may have, suspend or terminate this Agreement upon
26 the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that
27 coverage to the SUBRECIPIENT. The County may offset such charges against any amounts
28 owed by the County to the SUBRECIPIENT under this Agreement.

1 (G) **Subcontractors.** The SUBRECIPIENT shall require and verify that all subcontractors used by
2 the SUBRECIPIENT to provide services under this Agreement maintain insurance meeting all
3 insurance requirements provided in this Agreement. This paragraph does not authorize the
4 SUBRECIPIENT to provide services under this Agreement using subcontractors.

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1 **Exhibit G (continued)**

2 **Confidentiality and Data Security**

3 **1. Definitions**

4 1.1 Capitalized terms used in this Exhibit G have the meanings set forth in this section 1.

- 5 a. **“Authorized Employees”** means the SUBRECIPIENT’s employees who have access to
6 Personal Information or Privileged Information.
- 7 b. **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of the
8 SUBRECIPIENT’s subcontractors, representatives, agents, outsourcers, and consultants, and
9 providers of professional services to the SUBRECIPIENT, who have access to Personal
10 Information and are bound by law or in writing by confidentiality obligations sufficient to protect
11 Personal Information in accordance with the terms of this Exhibit G.
- 12 c. **“Director”** means the County’s Director Internal Services/Chief Information officer or their
13 designee.
- 14 d. **“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or
15 otherwise provide access to or communicate all or any part of any Personal Information orally, in
16 writing, or by electronic or any other means to any person.
- 17 e. **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or
18 association.
- 19 f. **“Personal Information”** means any and all information, including any data, provided, or to which
20 access is provided, to the SUBRECIPIENT by or upon the authorization of the County, under this
21 Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or
22 is associated with, or is capable of being used to identify, describe, or relate to, or associate with,
23 a person (including, without limitation, names, physical descriptions, signatures, addresses,
24 telephone numbers, e-mail addresses, education, financial matters, employment history, and
25 other unique identifiers, as well as statements made by or attributable to the person); (ii) is used
26 or is capable of being used to authenticate a person (including, without limitation, employee
27 identification numbers, government-issued identification numbers, passwords or personal
28 identification numbers (PINs), financial account numbers, credit report information, answers to
security questions, and other personal identifiers); or (iii) is personal information within the

1 meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e).

2 Personal Information does not include publicly available information that is lawfully made
3 available to the general public from federal, state, or local government records.

4 g. **“Privacy Practices Complaint”** means a complaint received by the County relating to the
5 SUBRECIPIENT’s (or any Authorized Person’s) privacy practices or alleging a Security Breach.
6 Such complaint shall have sufficient detail to enable the SUBRECIPIENT to promptly investigate
7 and take remedial action under this Exhibit G.

8 h. **“Privileged Information”** means any and all information, including any data, provided, or to
9 which access is provided, to the SUBRECIPIENT by or upon the authorization of the County or
10 any attorney of the County, under this agreement, including but not limited to any or all of the
11 following: (i) records pertaining to pending litigation to which the County is party, or to claims
12 made pursuant to the Government Claims Act (Gov. Code, Tit. 1, Div. 3.6, beginning with section
13 810), until the pending litigation or claim has been finally adjudicated or otherwise settled, which
14 are exempt from disclosure under Government Code section 6254, subdivision (b); (ii) any
15 information that is subject to the attorney-client privilege, which includes but is not limited to a
16 “confidential communication between client and lawyer,” as that term is defined in Evidence
17 Code section 952, where the County is the client and any attorney of the County is the lawyer,
18 and the SUBRECIPIENT may be serving as a representative of the County, as an intermediate
19 representative for communication between the County and any attorney of the County, or both;
20 or (iii) both (i) and (ii).

21 For purposes of a “confidential communication between client and lawyer” under this Agreement,
22 the SUBRECIPIENT is presumed to be present to further the interest of the County in its
23 consultation with an attorney of the County, reasonably necessary for the transmission of the
24 information or the accomplishment of the purpose for which the attorney of the County is
25 consulted, or both.

26 The SUBRECIPIENT acknowledges that the attorney-client privilege protecting Privileged
27 Information belongs to the County and may only be waived by the County’s Board of
28 Supervisors, and may not be waived by any other County official. The SUBRECIPIENT has no
right or authority to waive the attorney-client privilege that belongs to the County.

- 1 i. **“Security Safeguards”** means physical, technical, administrative or organizational security
2 procedures and practices put in place by the SUBRECIPIENT (or any Authorized Persons) that
3 relate to the protection of the security, confidentiality, value, or integrity of Personal Information.
4 Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit
5 G.
- 6 j. **“Security Breach”** means (i) any act or omission that compromises either the security,
7 confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii)
8 any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any
9 corruption of or damage to, any Personal Information.
- 10 k. **“Use”** or any derivative of that word means to receive, acquire, collect, apply, manipulate,
11 employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal
12 Information.

13 2. **Standard of Care**

- 14 a. The SUBRECIPIENT acknowledges that, in the course of its engagement by the County under
15 this Agreement, the SUBRECIPIENT, or any Authorized Persons, may Use Personal Information
16 and Privileged Information only as permitted in this Agreement.
- 17 b. The SUBRECIPIENT acknowledges that Personal Information and Privileged Information is
18 deemed to be confidential information of, or owned by, the County (or persons from whom the
19 County receives or has received Personal Information) and is not confidential information of, or
20 owned or by, the SUBRECIPIENT, or any Authorized Persons. The SUBRECIPIENT further
21 acknowledges that all right, title, and interest in or to the Personal Information or the Privileged
22 Information remains in the County (or persons from whom the County receives or has received
23 Personal Information or Privileged Information) regardless of the SUBRECIPIENT’s, or any
24 Authorized Person’s, Use of that Personal Information or that Privileged Information.
- 25 c. The SUBRECIPIENT agrees and covenants in favor of the Country that the SUBRECIPIENT
26 shall:
- 27 i. keep and maintain all Personal Information and all Privileged Information in strict
28 confidence, using such degree of care under this section 2 as is reasonable and
appropriate to avoid a Security Breach;

- 1 ii. Use Personal Information exclusively for the purposes for which the Personal Information
2 is made accessible to the SUBRECIPIENT pursuant to the terms of this Exhibit G;
- 3 iii. Use Privileged Information exclusively for the purposes for which the Privileged
4 Information is made accessible to the SUBRECIPIENT pursuant to the terms of this
5 Exhibit G;
- 6 iv. not Use, Disclose, sell, rent, license, or otherwise make available Personal Information or
7 Privileged Information for the SUBRECIPIENT's own purposes or for the benefit of
8 anyone other than the County, without the County's express prior written consent, which
9 the County may give or withhold in its sole and absolute discretion;
- 10 v. not, directly or indirectly, Disclose Personal Information to any person (an "Unauthorized
11 Third Party") other than Authorized Persons pursuant to this Agreement, without the
12 express prior written consent the Director; and
- 13 vi. not, directly or indirectly, Disclose Privileged Information to any person (an "Unauthorized
14 Third Party") other than Authorized Persons pursuant to this Agreement, without the
15 express prior written consent of the County's Board of Supervisors.
- 16 d. Notwithstanding the foregoing paragraph, in any case in which the SUBRECIPIENT believes it,
17 or any Authorized Person, is required to disclose Personal Information or Privileged Information
18 to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be
19 required by applicable law, SUBRECIPIENT shall (i) immediately notify the County of the specific
20 demand for, and legal authority for the disclosure, including providing County with a copy of any
21 notice, discovery demand, subpoena, or order, as applicable, received by the SUBRECIPIENT,
22 or any Authorized Person, from any government regulatory authorities, or in relation to any legal
23 proceeding, and (ii) promptly notify the County before such Personal Information is offered by the
24 SUBRECIPIENT for such disclosure so that the County may have sufficient time to obtain a court
25 order or take any other action the County may deem necessary to protect the Personal
26 Information or the Privileged Information from such disclosure, and the SUBRECIPIENT shall
27 cooperate with the County to minimize the scope of such disclosure of such Personal Information
28 or Privileged Information.

1 e. The SUBRECIPIENT shall remain liable to the County for the actions and omissions of any
2 Unauthorized Third Party concerning its Use of such Personal Information or Privileged
3 Information as if they were the SUBRECIPIENT's own actions and omissions.

4 **3. Information Security**

5 a. The SUBRECIPIENT covenants, represents and warrants to the County that the
6 SUBRECIPIENT's Use of Personal Information and Privileged Information under this Agreement
7 does and will at all times comply with all applicable federal, state, and local, privacy and data
8 protection laws, as well as all other applicable regulations and directives, including but not limited
9 to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the
10 Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3,
11 beginning with section 1747). If the SUBRECIPIENT Uses credit, debit or other payment
12 cardholder information, the SUBRECIPIENT shall at all times remain in compliance with the
13 Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining
14 aware at all times of changes to the PCI DSS and promptly implementing and maintaining all
15 procedures and practices as may be necessary to remain in compliance with the PCI DSS, in
16 each case, at the SUBRECIPIENT's sole cost and expense.

17 b. The SUBRECIPIENT covenants, represents and warrants to the County that, as of the effective
18 date of this Agreement, the SUBRECIPIENT has not received notice of any violation of any
19 privacy or data protection laws, as well as any other applicable regulations or directives, and is
20 not the subject of any pending legal action or investigation by, any government regulatory
21 authority regarding same.

22 c. Without limiting the SUBRECIPIENT's obligations under section 3(A) of this Exhibit G, the
23 SUBRECIPIENT's (or Authorized Person's) Security Safeguards shall be no less rigorous than
24 accepted industry practices and, at a minimum, include the following:

- 25 i. limiting Use of Personal Information and Privileged Information strictly to the
26 SUBRECIPIENT's and Authorized Persons' personnel, including technical and
27 administrative personnel, who are necessary for the SUBRECIPIENT's or Authorized
28 Persons' Use of the Personal Information or Privileged pursuant to this Agreement;

- 1 ii. ensuring that all of the SUBRECIPIENT's connectivity to County computing systems will
2 only be through the County's security gateways and firewalls, and only through security
3 procedures approved upon the express prior written consent of the Director;
- 4 iii. to the extent that they contain or provide access to Personal Information or Privileged
5 Information, (a) securing business facilities, data centers, paper files, servers, back-up
6 systems and computing equipment, operating systems, and software applications,
7 including, but not limited to, all mobile devices and other equipment, operating systems,
8 and software applications with information storage capability; (b) employing adequate
9 controls and data security measures, both internally and externally, to protect (1) the
10 Personal Information and the Privileged Information from potential loss or
11 misappropriation, or unauthorized Use, and (2) the County's operations from disruption
12 and abuse; (c) having and maintaining network, device application, database and
13 platform security; (d) maintaining authentication and access controls within media,
14 computing equipment, operating systems, and software applications; and (e) installing
15 and maintaining in all mobile, wireless, or handheld devices a secure internet connection,
16 having continuously updated anti-virus software protection and a remote wipe feature
17 always enabled, all of which is subject to express prior written consent of the Director;
- 18 iv. encrypting all Personal Information at advance encryption standards of Advanced
19 Encryption Standards (AES) of 128 bit or higher when Personal Information is (a) stored
20 on any mobile devices, including but not limited to hard disks, portable storage devices,
21 or remote installation, or (b) transmitted over public or wireless networks (the encrypted
22 Personal Information must be subject to password or pass phrase, and be stored on a
23 secure server and transferred by means of a Virtual Private Network (VPN) connection,
24 or another type of secure connection, all of which is subject to express prior written
25 consent of the Director);
- 26 v. strictly segregating Personal Information and Privileged Information from all other
27 information of the SUBRECIPIENT, including any Authorized Person, or anyone with
28 whom the SUBRECIPIENT or any Authorized Person deals so that Personal Information
 and Privileged Information is not commingled with any other types of information;

- 1 vi. having a patch management process including installation of all operating system and
2 software vendor security patches;
- 3 vii. maintaining appropriate personnel security and integrity procedures and practices,
4 including, but not limited to, conducting background checks of Authorized Employees
5 consistent with applicable law; and
- 6 viii. providing appropriate privacy and information security training to Authorized Employees.
- 7 d. During the term of each Authorized Employee's employment by the SUBRECIPIENT, the
8 SUBRECIPIENT shall cause such Authorized Employees to abide strictly by the
9 SUBRECIPIENT's obligations under this Exhibit G. The SUBRECIPIENT shall maintain a
10 disciplinary process to address any unauthorized Use of Personal Information or Privileged
11 Information by any Authorized Employee.
- 12 e. The SUBRECIPIENT shall, in a secure manner, backup daily, or more frequently if it is the
13 SUBRECIPIENT's practice to do so more frequently, Personal Information and Privileged
14 Information received from the County, and the County shall have immediate, real time access, at
15 all times, to such backups via a secure, remote access connection provided by the
16 SUBRECIPIENT, through the Internet.
- 17 f. The SUBRECIPIENT shall provide the County with the name and contact information for each
18 Authorized Employee (including such Authorized Employee's work shift, and at least one
19 alternate Authorized Employee for each Authorized Employee during such work shift) who shall
20 serve as the County's primary security contact with the SUBRECIPIENT and shall be available to
21 assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in
22 resolving the SUBRECIPIENT's and any Authorized Persons' obligations associated with a
23 Security Breach or a Privacy Practices Complaint.
- 24 g. The SUBRECIPIENT shall not knowingly include or authorize any Trojan Horse, back door, time
25 bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display
26 any unauthorized message within, or otherwise impair any County computing system, with or
27 without the intent to cause harm.

28 **4. Security Breach Procedures**

- 1 a. Immediately upon the SUBRECIPIENT's awareness or reasonable belief of a Security Breach,
2 the SUBRECIPIENT shall (i) notify the Director of the Security Breach, such notice to be given
3 first by telephone at the following telephone number, followed promptly by email at the following
4 email address: (559) 600-6200 / incidents@fresnocountyca.gov (which telephone number and
5 email address the County may update by providing notice to the SUBRECIPIENT), and (ii)
6 preserve all relevant evidence (and cause any affected Authorized Person to preserve all
7 relevant evidence) relating to the Security Breach. The notification shall include, to the extent
8 reasonably possible, the identification of each type and the extent of Personal Information,
9 Privileged Information, or both, that has been, or is reasonably believed to have been, breached,
10 including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or
11 modification, or any loss or destruction, corruption, or damage.
- 12 b. Immediately following the SUBRECIPIENT's notification to the County of a Security Breach, as
13 provided pursuant to section 4(A) of this Exhibit G, the Parties shall coordinate with each other to
14 investigate the Security Breach. The SUBRECIPIENT agrees to fully cooperate with the County,
15 including, without limitation:
- 16 i. assisting the County in conducting any investigation;
 - 17 ii. providing the County with physical access to the facilities and operations affected;
 - 18 iii. facilitating interviews with Authorized Persons and any of the SUBRECIPIENT's other
19 employees knowledgeable of the matter; and
 - 20 iv. making available all relevant records, logs, files, data reporting and other materials
21 required to comply with applicable law, regulation, industry standards, or as otherwise
22 reasonably required by the County.

23 To that end, the SUBRECIPIENT shall, with respect to a Security Breach, be solely responsible,
24 at its cost, for all notifications required by law and regulation, or deemed reasonably necessary
25 by the County, and the SUBRECIPIENT shall provide a written report of the investigation and
26 reporting required to the Director within 30 days after the SUBRECIPIENT's discovery of the
27 Security Breach.

- 28 c. County shall promptly notify the SUBRECIPIENT of the Director's knowledge, or reasonable
belief, of any Privacy Practices Complaint, and upon the SUBRECIPIENT's receipt of that

1 notification, the SUBRECIPIENT shall promptly address such Privacy Practices Complaint,
2 including taking any corrective action under this Exhibit G, all at the SUBRECIPIENT's sole
3 expense, in accordance with applicable privacy rights, laws, regulations and standards. In the
4 event the SUBRECIPIENT discovers a Security Breach, the SUBRECIPIENT shall treat the
5 Privacy Practices Complaint as a Security Breach. Within 24 hours of the SUBRECIPIENT's
6 receipt of notification of such Privacy Practices Complaint, the SUBRECIPIENT shall notify the
7 County whether the matter is a Security Breach, or otherwise has been corrected and the
8 manner of correction, or determined not to require corrective action and the reason for that
9 determination.

- 10 d. The SUBRECIPIENT shall take prompt corrective action to respond to and remedy any Security
11 Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of
12 the Security Breach and correcting any deficiency in Security Safeguards as a result of such
13 incident, all at the SUBRECIPIENT's sole expense, in accordance with applicable privacy rights,
14 laws, regulations and standards. The SUBRECIPIENT shall reimburse the County for all
15 reasonable costs incurred by the County in responding to, and mitigating damages caused by,
16 any Security Breach, including all costs of the County incurred relation to any litigation or other
17 action described section 4(E) of this Exhibit G.
- 18 e. The SUBRECIPIENT agrees to cooperate, at its sole expense, with the County in any litigation
19 or other action to protect the County's rights relating to Personal Information, Privileged
20 Information, or both, including the rights of persons from whom the County receives Personal
21 Information.

22 **5. Oversight of Security Compliance**

- 23 a. The SUBRECIPIENT shall have and maintain a written information security policy that specifies
24 Security Safeguards appropriate to the size and complexity of the SUBRECIPIENT's operations
25 and the nature and scope of its activities.
- 26 b. Upon the County's written request, to confirm the SUBRECIPIENT's compliance with this Exhibit
27 G, as well as any applicable laws, regulations and industry standards, the SUBRECIPIENT
28 grants the County or, upon the County's election, a third party on the County's behalf, permission
to perform an assessment, audit, examination or review of all controls in the SUBRECIPIENT's

1 physical and technical environment in relation to all Personal Information and Privileged
2 Information that is Used by the SUBRECIPIENT pursuant to this Agreement. The
3 SUBRECIPIENT shall fully cooperate with such assessment, audit or examination, as applicable,
4 by providing the County or the third party on the County's behalf, access to all Authorized
5 Employees and other knowledgeable personnel, physical premises, documentation,
6 infrastructure and application software that is Used by the SUBRECIPIENT for Personal
7 Information, Privileged Information, or both, pursuant to this Agreement. In addition, the
8 SUBRECIPIENT shall provide the County with the results of any audit by or on behalf of the
9 SUBRECIPIENT that assesses the effectiveness of the SUBRECIPIENT's information security
10 program as relevant to the security and confidentiality of Personal Information Used by the
11 SUBRECIPIENT or Authorized Persons during the course of this Agreement under this Exhibit
12 G.

- 13 c. The SUBRECIPIENT shall ensure that all Authorized Persons who Use Personal Information,
14 Privileged Information, or both, agree to the same restrictions and conditions in this Exhibit G
15 that apply to the SUBRECIPIENT with respect to such Personal Information and Privileged
16 Information by incorporating the relevant provisions of this Exhibit G into a valid and binding
17 written agreement between the SUBRECIPIENT and such Authorized Persons, or amending any
18 written agreements to provide same.

19 6. **Return or Destruction of Personal Information.** Upon the termination of this Agreement, the
20 SUBRECIPIENT shall, and shall instruct all Authorized Persons to, promptly return to the County all
21 Personal Information and all Privileged Information, whether in written, electronic or other form or media,
22 in its possession or the possession of such Authorized Persons, in a machine readable form used by the
23 County at the time of such return, or upon the express prior written consent of the Director, securely
24 destroy all such Personal Information and all Privileged Information, and certify in writing to the County
25 that such Personal Information and Privileged Information have been returned to the County or disposed
26 of securely, as applicable. If the SUBRECIPIENT is authorized to dispose of any such Personal
27 Information or Privileged Information, as provided in this Exhibit G, such certification shall state the date,
28 time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The
SUBRECIPIENT shall comply with all reasonable directions provided by the Director with respect to the

1 return or disposal of Personal Information and Privileged Information and copies of Personal Information
2 and Privileged Information. If return or disposal of such Personal Information or Privileged Information,
3 or copies of Personal Information or Privileged Information, is not feasible, the SUBRECIPIENT shall
4 notify the County accordingly, specifying the reason, and continue to extend the protections of this Exhibit
5 G to all such Personal Information and Privileged Information, and copies of Personal Information and
6 Privileged Information. The SUBRECIPIENT shall not retain any copy of any Personal Information or
7 any Privileged Information after returning or disposing of Personal Information and Privileged
8 Information as required by this section 6. The SUBRECIPIENT's obligations under this section 6 survive
9 the termination of this Agreement and apply to all Personal Information and Privileged Information that
10 the SUBRECIPIENT retains if return or disposal is not feasible and to all Personal Information and
11 Privileged Information that the SUBRECIPIENT may later discover in its possession or control.

12 **7. Equitable Relief.** The SUBRECIPIENT acknowledges that any breach of its covenants or
13 obligations set forth in this Exhibit G may cause the County irreparable harm for which monetary
14 damages would not be adequate compensation and agrees that, in the event of such breach or
15 threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive
16 relief, specific performance and any other relief that may be available from any court, in addition to any
17 other remedy to which the County may be entitled at law or in equity. Such remedies shall not be
18 deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in
19 equity or under this Agreement.

20 **8. Indemnity.** The SUBRECIPIENT shall defend, indemnify and hold harmless the County, its
21 officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and all
22 infringement of intellectual property including, but not limited to infringement of copyright, trademark,
23 and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or
24 modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information or
25 Privileged Information, Security Breach response and remedy costs, credit monitoring expenses,
26 forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and
27 penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including
28 attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit
G and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim

1 or action against any County Indemnitee in relation to the SUBRECIPIENT's, its officers, employees, or
2 agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under
3 this Exhibit G or arising out of or resulting from the SUBRECIPIENT's failure to comply with any of its
4 obligations under this section 8. The provisions of this section 8 do not apply to the sole acts or
5 omissions of the County. The provisions of this section 8 are cumulative to any other obligation of the
6 SUBRECIPIENT to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement.
7 The provisions of this section 8 shall survive the termination of this Agreement.

8 9. **Survival.** The respective rights and obligations of the SUBRECIPIENT and the County as stated
9 in this Exhibit G shall survive the termination of this Agreement.

10 10. **No Third-Party Beneficiary.** Nothing express or implied in the provisions of in this Exhibit E is
11 intended to confer, nor shall anything in this Exhibit G confer, upon any person other than the County or
12 the SUBRECIPIENT and their respective successors or assignees, any rights, remedies, obligations or
13 liabilities whatsoever.

14 11. **No County Warranty.** The County does not make any warranty or representation whether any
15 Personal Information or Privileged Information in the SUBRECIPIENT's (or any Authorized Person's)
16 possession or control, or use by the SUBRECIPIENT (or any Authorized Person), pursuant to the terms
17 of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices
18 Complaint.