

AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of February, 2022 by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), and Fresno Area Hispanic Foundation, a California non-profit corporation, whose address is 1444 Fulton Street, Fresno, CA 93721 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY was awarded the California Microbusiness COVID-19 Relief Grant Program ("MBCRG"), which provides funding for microbusinesses that have been significantly impacted by the COVID-19 pandemic;

WHEREAS, CONTRACTOR has over 70 years of combined experience in the microenterprise development arena, including administering loan programs for small businesses; and

WHEREAS, COUNTY desires to utilize CONTRACTOR to administer the MBCRG program and serve as the fiscal agent, and CONTRACTOR desires to provide these services.

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

1. OBLIGATIONS OF THE CONTRACTOR: CONTRACTOR will perform outreach and administer the MBCRG as set forth in Attachment A – Scope of Work, attached and incorporated by this reference. CONTRACTOR shall submit documentation to COUNTY as required by the MBCRG prior to COUNTY's issuance of funds to the funding recipients.

2. OBLIGATIONS OF THE COUNTY

A. Application and Process Development and Issuance of Payments

- 1) COUNTY shall review and approve of CONTRACTOR's application and application process.
- 2) COUNTY shall verify the Supervisorial District of each submitted and accepted application.
- 3) COUNTY shall issue payments to funding recipients after all required documentation has been received and verified as complete.

3. TERM

1 The term of this Agreement shall commence upon execution, through and including November 30,
2 2022.

3 4. TERMINATION

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

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

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

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

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

24 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and
25 CONTRACTOR agrees to receive as compensation reimbursement for costs CONTRACTOR incurs for
26 services satisfactorily performed under this Agreement. Payment shall be made upon certification or other
27 proof satisfactory to COUNTY that services have been performed by CONTRACTOR as required in this
28 Agreement. In no event shall compensation paid for services performed under this Agreement by

1 CONTRACTOR exceed One Hundred and Ninety-Six Thousand Six Hundred and Eighty-Four and 19/100
2 Dollars (\$196,684.19) during the term of this Agreement. It is understood that all expenses incidental to
3 CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR.

4 On a monthly basis, CONTRACTOR shall submit a detailed invoice on CONTRACTOR's letterhead,
5 including the following information: dates and hours of services provided, salaries of staff providing
6 services, and related costs of staff providing services. CONTRACTOR shall submit monthly invoices to
7 the County of Fresno, County Administrative Office, located at 2281 Tulare, Room 304, Fresno, CA 93721,
8 or electronically to e-mail address greinke@fresnocountyca.gov. Payments by COUNTY shall be in arrears
9 for services provided during the preceding month, within forty-five (45) days from date of receipt, verification
10 and approval of CONTRACTOR's invoice and supporting documentation by COUNTY. If CONTRACTOR
11 fails to comply with any provision of the Agreement, COUNTY shall be relieved of its obligations for further
12 compensation.

13 6. FUNDING: The parties understand that funding for this Agreement is provided by the
14 California Microbusiness COVID-19 Relief Grant Program.

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

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

26 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to
27 employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
28 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In

1 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
2 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
3 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
4 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

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

7 9. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement
8 nor their rights or duties under this Agreement without the prior written consent of the other party. The
9 provisions of this Section 9 shall not apply to CONTRACTOR's partnerships with, and use of The Hidden
10 Wealth Foundation, California Hmong Chamber of Commerce, Fresno County Economic Development
11 Corporation, and Fresno Metro Black Chamber of Commerce, as described in the Exhibit A.

12 10. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
13 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
14 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
15 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
16 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
17 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
18 or corporation who may be injured or damaged by the performance, or failure to perform, of
19 CONTRACTOR, its officers, agents, or employees under this Agreement.

20 The provisions of this Section 10 shall survive termination of this Agreement.

21 11. INSURANCE

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

26 A. Commercial General Liability

27 Commercial General Liability Insurance with limits of not less than Two Million Dollars
28 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This

1 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
2 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
3 liability or any other liability insurance deemed necessary because of the nature of this contract.

4 B. Automobile Liability

5 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
6 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
7 used in connection with this Agreement.

8 C. Professional Liability

9 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
10 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
11 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

12 D. Worker's Compensation

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

14 E. Molestation

15 Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars
16 (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be
17 issued on a per occurrence basis.

18 Additional Requirements Relating to Insurance

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

26 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
27 employees any amounts paid by the policy of worker's compensation insurance required by this
28 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be

1 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
2 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

3 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
4 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
5 foregoing policies, as required herein, to the County of Fresno, Greg Reinke, Fresno County Administrative
6 Office, 2281 Tulare, Room 304, Fresno, CA 93721, stating that such insurance coverage have been
7 obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be
8 responsible for any premiums on the policies; that for such worker's compensation insurance the
9 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any
10 amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such
11 Commercial General Liability insurance names the County of Fresno, its officers, agents and employees,
12 individually and collectively, as additional insured, but only insofar as the operations under this Agreement
13 are concerned; that such coverage for additional insured shall apply as primary insurance and any other
14 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess
15 only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this
16 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice
17 given to COUNTY.

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

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

24 12. REPORTS, AUDITS, AND INSPECTIONS: The CONTRACTOR shall be solely responsible
25 for complying with reporting and audits in compliance with the MBCRG guidelines. The CONTRACTOR
26 shall at any time during business hours, and as often as the COUNTY may deem necessary, make
27 available and give the COUNTY access to CONTRACTOR'S Program files for examination of all of its
28 records, data, and computer or other electronic records with respect to the matters covered by this

1 Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and
2 inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of
3 this Agreement.

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

7 13. SINGLE AUDIT CLAUSE:

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

22 B. A single audit report is not applicable if all CONTRACTOR's Federal contracts do not exceed the
23 Seven Hundred Fifty Thousand Dollars (\$750,000) requirement, or CONTRACTOR's funding is through
24 Drug-related Medi-Cal.

25 14. NON-DISCRIMINATION:

26 During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against
27 any employee or applicant for employment, or recipient of services, because of race, religious creed,
28 color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

1 information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation,
2 military status, or veteran status pursuant to all applicable State of California and Federal statutes and
3 regulations.

4 15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
5 VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS:

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

- 11 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or
12 voluntarily excluded by any Federal department or agency; and
- 13 2. Shall not knowingly enter into any covered transaction with an entity or person who is
14 proposed for debarment under Federal regulations, debarred, suspended, declared ineligible, or
15 voluntarily excluded from participation in such transaction.

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

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

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

25 16. CONFLICT OF INTEREST: No officer, employee or agent of the COUNTY who
26 exercises any function or responsibility for planning and carrying out of the services provided under this
27 Agreement shall have any direct or indirect personal financial interest in this Agreement. In addition, no
28 employee of the COUNTY shall be employed by the CONTRACTOR under this Agreement to fulfill any

1 contractual obligations with the COUNTY. COUNTY and CONTRACTOR shall comply with all Federal,
2 State of California and local conflict of interest laws, statues and regulations, which shall be applicable
3 to all parties and beneficiaries under this Agreement and any officer, employee or agent of the
4 COUNTY.

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

8 18. NOTICES: The persons and their addresses having authority to give and receive notices
9 under this Agreement include the following:

10
11 COUNTY
12 COUNTY OF FRESNO
13 County Administrative Officer
2281 Tulare Street, Room 304
Fresno, CA 93721

CONTRACTOR
Fresno Area Hispanic Foundation
Dora Westerlund, CEO & President
1444 Fulton Street
Fresno, CA 93721

14 All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement
15 must be in writing and delivered either by personal service, by first-class United States mail, by an overnight
16 commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service
17 is effective upon service to the recipient. A notice delivered by first-class United States mail is effective
18 three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the
19 recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business
20 day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery
21 instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic
22 facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed
23 outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next
24 beginning of a COUNTY business day), provided that the sender maintains a machine record of the
25 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
26 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
27 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
28

1 beginning with section 810).

2 19. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall
3 only be in Fresno County, California.

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

6 20. DISCLOSURE OF SELF-DEALING TRANSACTIONS

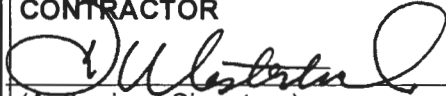
7 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or
8 non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status to
9 operate as a corporation.

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

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


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

3
4 **CONTRACTOR**

5 
6 (Authorized Signature)

7
8 Fresno Area Hispanic Foundation
9 Dora Westerlund, CEO & President
10 1444 Fulton Street
11 Fresno, CA 93721

COUNTY OF FRESNO

12 
13 _____
14 Brian Pacheco, Chairman of the
15 Board of Supervisors of the County of
16 Fresno

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

20 By: 
21 _____
22 Deputy

23
24
25
26
27
28
FOR ACCOUNTING USE ONLY:
Fund: 0001
Subclass: 10000
Org: 2540
Account: 7295

SCOPE OF WORK

BACKGROUND

The Fresno Area Hispanic Foundation (FAHF) is a 501(c) (3) nonprofit organization with a mission to promote education and self-sufficiency through economic development that strengthens our community. Since 2004, FAHF has been committed to fostering entrepreneurship as a means towards economic self-sufficiency and empowering women entrepreneurs to succeed in the Central San Joaquin Valley

FAHF owns and operates the Downtown Business Hub, a business incubator program located in downtown Fresno that has generated over \$3 million of private investment into the local economy. FAHF has a proven track record of providing technical assistance to over 15,000 startup and existing businesses, including its Womanpreneur and Latinapreneur programs which have been able to assist women entrepreneurs throughout the eight-county region. In addition, FAHF has been able to help businesses access over to \$8 million in financing that resulted in the creation and/or retention of 12,000+ jobs.

SMALL BUSINESS GRANT PROGRAM PROPOSAL

The FAHF will operate the County of Fresno's California Microbusiness COVID Relief Grant Small Business Grant Program (MBCRG) and provide grants of \$2,500 to small businesses with 5 or fewer full-time employees, throughout Fresno County. The operations of the MBCRG will prioritize underserved, minority businesses and mobile food vendors that are traditionally hard-to-reach and are in desperate need of capital. FAHF will provide them with personalized, one-on-one assistance through the process of submitting the grant application.

MARKETING

The primary target populations will be women-owned and minority-owned microbusiness and street vendors, including but not limited to businesses in the Hispanic, Punjabi, African American, and Hmong communities among other minority communities that have been impacted by the COVID-19 pandemic. A strategic marketing campaign will be designed to promote the program in English, Spanish, Hmong, and Punjabi throughout the County of Fresno. Flyers will be printed in the four primary languages of the County mentioned above. A website landing page will be built to direct online traffic to the online application, and a commercial in English and Spanish will be produced for program advertisement purposes. Digital ads (in English and Spanish) will also be designed for advertisement on social media platforms. In addition, targeted areas for marketing will include swap meets and farmers markets (and similar events) where a high concentration of street vendors gather for business.

Through a digital marketing campaign, television commercials, printed ads, radio ads, and direct door-to-door outreach, in partnership with local minority serving non-profit organizations, the program will be promoted within the County of Fresno in English,

Spanish, Hmong, and Punjabi. Community partners will also help in promoting in Punjabi and Hmong languages through local Hmong and Punjabi television and radio media networks. Additionally, other local partnerships will be leveraged to help promote the program within their networks such as the local SBDC, Workforce Investment Board, Proteus, and other CDFI partners that also have specific reach in rural communities of Fresno County. Television marketing will be done through local television networks' public service announcements and interviews like KSEE 24, ABC 30, FOX 26, CBS 47, Telemundo, and Univision 21, which is the leading television network for the Hispanic community in the Central Valley. A paid advertisement campaign of the commercials will be done with Univision and KFSN's local ABC Channel 30.

PROGRAM STAFFING

The staff of the FAHF has over seventy years of combined experience in the microenterprise development arena. FAHF began its direct loan program in the beginning of 2019; however, it has provided technical assistance to low-income entrepreneurs since 2004. Much of its microenterprise development activities revolve around marketing/outreach and the provision of technical assistance (TA) to Hispanic/Latino and other limited resource entrepreneurs throughout the San Joaquin Valley. For this program, FAHF will assign a Program Manager, Yery Olivares (FAHF Chief Operating Officer), Program Coordinator, Sandra Vidrio (FAHF Business Development Officer), and 13 technical assistance providers that will assist with the microbusiness outreach and application process.

Additionally, FAHF staff will be responsible for ensuring that all goals of the project are met, and reporting is provided in accordance with the terms and conditions as required by the County of Fresno.

OUTCOMES

FAHF will complete the following phases in accordance with the MBCRG approved by the State of California:

PHASE I

1. APPLICATION SUBMISSION

While advertising and outreach efforts are in place, bilingual (English/Spanish) program staff will operate a call center to assist microbusinesses with the application process. Assistance will be provided in person (at FAHF office), over the phone, virtually, or onsite (at the microbusiness's location). Program staff will be taking the following steps:

- Initiate contact with microbusiness and review eligibility questionnaire
- Use Fresno County voter look up link to verify applicant business address and location within Fresno County:
<https://voterlookup.co.fresno.ca.us/addresslookup.aspx>
- Assist microbusiness to fill out the online application. Applications will also be made available to download via the program's website. Any paper applications received will be transferred to an online application

by program staff. Microbusinesses will also have the option to email or fax paper applications for processing

- FAHF team lead will manage the community partnerships through constant communication and serve as a resource to address any questions or concerns with the application submission process
- Notes: (1) Microbusinesses will require an email to submit an application, if applicant does not have an email, program staff will assist them in creating an email address, (2) applicants requesting assistance in other languages will be directly connected with designated community partners to provide assistance in Hmong or Punjabi, (3) FAHF team will monitor the online platform to analyze the applications received and adjust marketing/outreach strategy as necessary.

2. APPLICATION VERIFICATION

FAHF's team lead will download a spreadsheet of all submitted applications and assign them to program staff to start the verification process as follows:

- Verify business location/address via county link:
<https://voterlookup.co.fresno.ca.us/addresslookup.aspx>
- Verify applicant certifies business has been in operation since at least December 2019
- Verify applicant certifies microbusiness is currently active and operating or plans to reopen when the state permits reopening of the business
- Verify applicant certifies they have been significantly impacted by COVID-19
- Verify applicant certifies having less than \$50,000 in gross revenues in 2019
- Verify applicant certifies having less than five full-time equivalent employees currently, in 2019 and 2020
- Verify applicant certifies being able to provide government-issued ID and documentation that includes their name
- Verify applicant certifies being the majority owner and manager of the microbusiness
- Verify applicant certifies the microbusiness being their primary source of income in 2019
- Verify applicant certifies not receiving a grant from the CA Relief Grant Program (staff member to verify using the state website)
- Staff to verify applicant is not a business excluded from participating in the program
- Notes: (1) staff to notify applicants that are found to not be eligible according the grant eligibility requirements and withdraw their application, (2) FAHF team will monitor online application platform to analyze the applications received and adjust marketing/outreach

strategy as necessary. (3) FAHF to share with County the vetted list of applicants

PHASE II

3. AWARDS PROCESS/LOTTERY SELECTION

- FAHF and the County will schedule a date and time to conduct random lottery selection of microbusinesses, meeting to be recorded for recordkeeping/audit purposes and to prevent fraud, waste and abuse.
- Draw an equal number of selected applications for each County district based on availability of funds
- Draw 20 alternate applications to serve as back-up grantees in case selected microbusinesses cannot comply with grant requirements
- FAHF to notify businesses via email and phone they have been selected, attach document checklist, and include unique link to upload required documents with a specified deadline.
- Selected applicants will have one week to submit requested documentation

PHASE III

4. DOCUMENTATION COLLECTION

- Follow up with applicants via telephone to assist with gathering required documentation
- Assist selected applicants with scanning and uploading all requested documentation
- Assist selected applicants with obtaining government issued ID along with documentation including their name. Staff will assist with contacting government agencies to obtain additional items requested such as a business license or seller's permit as needed
- Obtain W9 form and 590 form from selected applicants to prevent fraud, waste, and abuse and use for tax purposes
- Obtain a signed grant agreement / self-attestation from each applicant verifying the funds will be used for the eligible purposes as outlined in the terms
- If selected applicant is not able to provide documentation required, program staff will notify them of being ineligible and defer to alternate list in order of selection

5. VALIDATION OF DOCUMENTS

- Verify each document uploaded by selected microbusiness for accuracy and completion such as; ID provided matches name on business documentation
- If applicant does not meet all document requirements, select from alternate list

- Submit a list of selected and vetted applications to County for disbursement of funds
6. GRANT DISTRIBUTION
- County to write all checks for selected applicants meeting all grant requirements
 - FAHF to hand deliver all checks and obtain signature receipt from awardees

PHASE IV

7. FOLLOW UP

- Obtain testimonials and document success stories
- Follow up with any microbusinesses that request business technical assistance
- Compile all applicant data for grant reporting

Grant funds will be disbursed to businesses that have less than \$50,000 in gross revenues in 2019, are open, or plan to open, as allowed by COVID guidelines, and have not received a grant from the California Relief Grant Program. A total of 427 grants shall be disbursed.

FAHF shall complete the phases in accordance with the requirements of the MBCRG grant.

The grant application will be provided in English, Spanish, Hmong, and Punjabi. FAHF team members will provide guidance and hands-on assistance to small businesses, virtually or in person to accommodate each microbusiness.

In partnership with The Hidden Wealth Foundation, California Hmong Chamber of Commerce, Fresno County Economic Development Corporation, and Fresno Metro Black Chamber of Commerce, team members will also provide assistance in English, Spanish, Punjabi and Hmong. An online platform will be used to securely upload all confidential documentation and will store the information for any future audits. In previous experience, we have found that small business entrepreneurs are often technology challenged and do not have experience in uploading electronic documents, making it one of the reasons why they do not apply for such funding. FAHF will be hands-on in assisting businesses submit the grant application.