

CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS

SUBRECIPIENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 25th day of April, 2023 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the state of California ("COUNTY"), and Court Appointed Special Advocates of Fresno and Madera Counties, a California 501(c)(3) nonprofit corporation whose address is 2300 Tulare Street, Suite 210, CA 93721 ("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 Final Rule emphasized that the pandemic placed meaningful strain on the child welfare and foster care system due to a rise of new children entering the foster care system and many states placing temporary moratoria on children aging out of the foster care system. Additionally, court hearings were delayed, essential mental health care was shifted to a virtual environment, and attendance and performance in school among foster children dropped sharply because of the public health emergency; and

1 **WHEREAS**, the SUBRECIPIENT represents that for over 25 years, it has trained and supervised
2 community volunteers that advocate and represent the best interest of children and youth including, but
3 not limited, to victims of crimes, abuse, neglect, abandonment, and help youth who become dependents
4 of the child welfare system or the Fresno County Superior Court systems; and

5 **WHEREAS**, the SUBRECIPIENT represents that during the course of the pandemic, there has
6 been an increase in court cases, longer waiting periods, and demand to help at-risk foster youth
7 experiencing social emotional distress, anxiety, stress from the uncertainty, and to assist youth
8 experiencing academic challenges with distant learning; and

9 **WHEREAS**, the SUBRECIPIENT represents that in partnership with the COUNTY's Department
10 of Social Services, it endeavors to reduce wait delays in social service delivery, in particular emergency
11 placement of youth by providing an advocate supervisor that will seek timely placements of foster youth
12 once initially removed from their home; and

13 **WHEREAS**, the SUBRECIPIENT represents that the majority of its clients are foster youth from
14 the following demographics: Hispanic (62%), Black (16%), and White Non-Hispanic (17%) from low-
15 income neighborhoods, children and youth with disabilities, families from impoverished neighborhoods
16 in Fresno County that have been negatively impacted by the pandemic; and

17 **WHEREAS**, the Final Rule observes that the pandemic negatively impacted child welfare and
18 the foster care system whether through loss of a caregiver, domestic violence, or other associated costs
19 of the pandemic; therefore, support to decrease the hardships to child welfare are responsive to the
20 public health emergency or its negative impacts of the pandemic; and

21 **WHEREAS**, the Final Rule clarified that services to foster youth, including those aging out of the
22 system, and child welfare involved families may encompass a wide array of financial, educational, child
23 development, or health supports, or other supports necessary; and

24 **WHEREAS**, the Final Rule presumes that nonprofit organizations that serve impacted
25 populations, disadvantaged neighborhoods, including nonprofit programs that address disruption to child
26 welfare and foster care also experienced negative economic impacts from the pandemic; and

27 **WHEREAS**, the SUBRECIPIENT represents that SLFRF provided under this Agreement will
28 address the negative impacts of the pandemic on child welfare, will provide funding assistance for

operational expenses for the implementation of the SUBRECIPIENT's mission to recruit advocates to represent the best interest of youth while they navigate the foster care system, assist to find emergency placement of foster youth, and improve employee retention, consisting of expenditures related to program administration, personnel salaries and benefits, training events, social events for foster youth, volunteer appreciation events, emergency materials and supplies for foster children, marketing and advertisement for volunteer recruitments, transportation, and educational resources and services, which were impacted by the pandemic (Program); and

WHEREAS, the provision of SLFRF to SUBRECIPIENT under this Agreement is intended to support a strong and equitable recovery from the COVID-19 pandemic and economic downturn by providing funding assistance to the SUBRECIPIENT, which provides advocacy for and represents the best interest of foster youth in Fresno County who have been impacted by the pandemic; and

WHEREAS, under Section 602(c)(3) of the ARPA, the COUNTY may transfer SLFRF to nonprofit 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

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

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

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

1. **GENERAL OBLIGATIONS OF THE SUBRECIPIENT**

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

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

1 C. SUBRECIPIENT understands and agrees that the SLFRF disbursed under this
2 award may only be spent on Eligible Uses in compliance with the ARPA, the United States Department
3 of the Treasury ("TREASURY") regulations implementing section 602 of the ARPA, and guidance issued
4 by the TREASURY regarding the foregoing.

5 D. SUBRECIPIENT represents that it intends to use SLFRF to help fund operational
6 expenses for the implementation of the SUBRECIPIENT's mission consisting of expenditures related to
7 program administration, personnel salaries and benefits, training events, social events for foster youth,
8 volunteer appreciation events, emergency materials and supplies for foster children, marketing and
9 advertisement for volunteer recruitments, transportation, and educational resources and services, as
10 shown on Table 1-1 of Exhibit B, attached and incorporated by this reference.

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

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

27 G. Timeline. SUBRECIPIENT shall ensure that the Program is diligently undertaken
28 and completed, and all SLFRF granted under this Agreement are fully expended, no later than

December 31, 2026. By August 31, 2024, SUBRECIPIENT shall analyze, and shall report to COUNTY in writing, whether it can complete the Program or fully expend the SLFRF granted under this Agreement by December 31, 2026. If SUBRECIPIENT is not capable of completing the Program or fully expending the SLFRF granted under this Agreement on the Program by December 31, 2026, SUBRECIPIENT shall return any previously issued SLFRF, which have not been bindingly obligated to a permissible use, to COUNTY within fifteen calendar days. Additionally, SUBRECIPIENT shall account for all SLFRF which have not been bindingly obligated to a permissible use by December 31, 2024, and shall remit the same unobligated SLFRF to the COUNTY within thirty calendar days.

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

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

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

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

2. PROCUREMENT REQUIREMENTS

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

3 B. SUBRECIPIENT shall take all necessary affirmative steps to assure that minority
4 businesses, women's business enterprises, and labor surplus area firms are used when possible, when
5 procuring goods and services under this Agreement, including the affirmative steps described in 2 CFR §
6 200.321.

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

10 3. **REPORTING REQUIREMENTS**

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

- 21 1) January 1 – March 31, due by April 15
22 2) April 1 – June 30, due by July 15
23 3) July 1 – September 30, due by October 15
24 4) October 1 – December 31, due by January 15

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

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

4. **NONDISCRIMINATION**

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 unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. SUBRECIPIENT and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including, without limitation, the COUNTY's non-discrimination policy; Title VI of the Civil Rights Act of 1964 (42 U.S.C. sections 2000d et seq.) and TREASURY's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (42 U.S.C. sections 6101 et seq.), and the TREASURY's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. sections 12101 et seq.), which prohibits discrimination on the basis of disability under programs,

activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; The Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

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

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

5. **CONFLICTS OF INTEREST; ETHICS**

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

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

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

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

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

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

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

11 B. SUBRECIPIENT must maintain such licenses, certificates and permits in full force and
12 effect. Licenses, certificates and permits may include, but are not limited to, driver's licenses, professional
13 licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and
14 maintained by SUBRECIPIENT at no expense to the COUNTY.

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

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

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

27 8. **SUBRECIPIENT'S ACKNOWLEDGEMENT OF COUNTY'S REPORTING TO TREASURY**

1 A. SUBRECIPIENT acknowledges that COUNTY is obligated to comply with
2 TREASURY's Compliance and Reporting Guidance, which includes submitting mandatory periodic
3 reports to TREASURY.

4 B. SUBRECIPIENT acknowledges that COUNTY is accountable to the TREASURY for
5 SUBRECIPIENT oversight, including ensuring SUBRECIPIENT's compliance with the SLFRF program,
6 SLFRF Award Terms and Conditions, Treasury's Interim Final Rule or Final Rule, as applicable, and
7 reporting requirements, as applicable.

8 C. Notwithstanding anything to the contrary in this Section 8, (i) SUBRECIPIENT's
9 compliance with ARPA and this Agreement are a pre-condition to COUNTY's obligations under
10 Subsections A and B of this Section 8, (ii) nothing in Subsections A or B of this Section 8 relieve
11 SUBRECIPIENT of its obligations under ARPA and this Agreement, and (iii) Subsections A and B of this
12 Section 8 are for the purpose of informing SUBRECIPIENT that COUNTY has certain obligations to
13 TREASURY, the performance of which depend on SUBRECIPIENT's compliance with ARPA and this
14 Agreement, and in no way create any enforceable obligation by SUBRECIPIENT against COUNTY.

15 9. **PENALTIES**

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

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

24 A. Demand repayment of SLFRF issued to SUBRECIPIENT. SUBRECIPIENT shall
25 refund SLFRF upon demand by COUNTY.

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

28 C. Disallow (that is, deny both use of funds and any applicable matching credit for) all

or part of the cost of the activity or action not in compliance;

D. Wholly or partly suspend or terminate the SLFRF;

E. Recommend the TREASURY initiate suspension or debarment proceedings;

F. Withhold further SLFRF for the Program; and

G. Take other remedies that may be legally available.

10. **FINANCIAL MANAGEMENT**

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

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

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

D. SUBRECIPIENT shall submit to the COUNTY a copy of SUBRECIPIENT's most recent single audit under 2 CFR Part 200, or a certification that SUBRECIPIENT expended less than \$750,000 of Federal funds during that reporting period. If SUBRECIPIENT submits a letter stating it

1 expended less than \$750,000 in Federal funds, SUBRECIPIENT shall provide a recent financial
2 statement certified by an appropriate officer or employee of the SUBRECIPIENT. Financial
3 accountability submissions shall be provided to County of Fresno, County Administrative Office at 2281
4 Tulare, Room 304, Fresno, CA 93721, or electronically to e-mail address
5 fresnocal@fresnocountyca.gov.

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

12 F. SUBRECIPIENT shall record all costs of the Program by budget line items, which
13 shall be supported by adequate source documentation, including payroll ledgers, time records, invoices,
14 contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and
15 propriety of all costs. At any time during normal business hours, SUBRECIPIENT's financial transactions
16 with respect to the Program may be audited by the COUNTY or independent auditors contracted by the
17 COUNTY, or any combination thereof. The representatives of the auditing agency or agencies shall
18 have access to all books, documents, accounts, records, reports, files, papers, things, property,
19 contractors of program services, and other persons pertaining to such financial transactions and
20 necessary to facilitate the audit.

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

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

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

11. **TERM**

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

12. **TERMINATION**

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

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 two hundred fifty thousand dollars (\$250,000).

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 two hundred fifty thousand dollars (\$250,000), which will provide funding assistance to address the negative economic impacts of the pandemic on child welfare and the foster care system, and help bolster, support, and preserve the SUBRECIPIENT's mission by funding expenditures related to program administration, personnel salaries and benefits, training events, social events for foster youth, volunteer appreciation events, emergency materials and supplies for foster children, marketing and advertisement for volunteer recruitments, transportation, and educational resources and services, which were impacted by the pandemic, and which will benefit youth navigating through the foster care system. SUBRECIPIENT shall track the number of foster youth assigned to the SUBRECIPIENT, number of referrals and type of resources provided to foster youth, and SUBRECIPIENT volunteers helping with the Program in its quarterly and annual reporting to the COUNTY through the course of the Program term, including any aggregate data to show measurable accomplishments of the Program.

SUBRECIPIENT shall submit reimbursement requests to the COUNTY every 60-days for the payment of eligible expenses in support of the Program. Reimbursement requests for the COUNTY to make a such payment shall be in accordance with the sample Reimbursement Request Form, attached as Exhibit B, and incorporated by this reference. Reimbursement requests shall detail purchase orders, receipts, expenditures, detailing items purchased, and expenses incurred in support of the Program for items listed in Table 1-1 of Exhibit B of this Agreement.

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3 After appropriate review and inspection of the reimbursement requests, the COUNTY shall make the
4 payments to SUBRECIPIENT in a timely manner. SUBRECIPIENT must work to minimize the time
5 between the request from the COUNTY and the disbursement of funds to meet the Program needs.
6 SUBRECIPIENT is responsible for monitoring the Program's cash flow needs and submitting
7 reimbursement requests to COUNTY in a timely manner to assure adequate coverage of Program needs.
8 It is understood that all expenses incidental to SUBRECIPIENT's performance of services in carrying out
9 its Program under this Agreement shall be borne by SUBRECIPIENT.

10 SUBRECIPIENT shall submit documentation to the County of Fresno, County Administrative Office
11 located at 2281 Tulare, Room 304, Fresno, CA 93721, or electronically, to e-mail address
12 fresnocal@fresnocountyca.gov. Payment by COUNTY shall be in arrears for services provided during
13 the preceding period of time, within forty-five (45) days from date of receipt, verification and approval of
14 SUBRECIPIENT's invoice and supporting documentation by COUNTY. If SUBRECIPIENT fails to comply
15 with any provision of this Agreement, COUNTY shall be relieved of its obligations for further compensation.

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

18 i. COUNTY staff shall notify SUBRECIPIENT to obtain necessary additional
19 documentation or clarification.

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

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

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

27 C. All expenses incidental to SUBRECIPIENT'S performance of services in carrying out
28 its Program under this Agreement shall be borne by SUBRECIPIENT. Except as expressly provided in this

1 Agreement, SUBRECIPIENT shall not be entitled to, nor receive from COUNTY, any additional
2 consideration, compensation, salary, wages, or other type of remuneration for services rendered under
3 this Agreement. COUNTY shall not withhold any Federal or State income taxes or Social Security tax from
4 any payments made by COUNTY to SUBRECIPIENT under the terms and conditions of this Agreement.
5 Payment of all taxes and assessments on such sums is the sole responsibility of SUBRECIPIENT. County
6 has no responsibility or liability for payment of SUBRECIPIENT's taxes or assessments.

7 **14. INDEPENDENT CONTRACTOR**

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

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

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

25 **15. MODIFICATION**

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

28 **16. NON-ASSIGNMENT**

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

17. **HOLD HARMLESS** SUBRECIPIENT agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), penalties, fines, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by SUBRECIPIENT, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), penalties, fines, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of SUBRECIPIENT, its officers, agents, or employees under this Agreement. SUBRECIPIENT shall indemnify COUNTY against any and all actions of recoupment by the TREASURY arising from this Agreement. Such indemnification shall not be limited to the term of this Agreement.

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

18. **INSURANCE**

SUBRECIPIENT shall comply with all the insurance and the confidentiality and data security requirements in Exhibit G to this Agreement.

19. **RECORDKEEPING AND CONFIDENTIALITY**

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

B. SUBRECIPIENT shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification, or disclosure pursuant to the California Consumer Privacy Act (CCPA) to ensure against a breach of security of personal information of clients, staff, or other individuals. SUBRECIPIENT shall have

1 established written policies and procedures that align with CCPA, and shall follow such procedures.
2 Upon request, SUBRECIPIENT shall make available to COUNTY staff such written policies and
3 procedures, and shall be monitored for compliance.

4 20. **AUDITS AND INSPECTIONS:**

5 A. SUBRECIPIENT shall, at any time during business hours, and as often as the
6 COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data
7 with respect to the matters covered by this Agreement. The SUBRECIPIENT shall, upon request by the
8 COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure
9 SUBRECIPIENT'S compliance with the terms of this Agreement. SUBRECIPIENT shall allow duly
10 authorized representatives of the COUNTY or independent auditors contracted by the COUNTY, or any
11 combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the
12 reviewing entity deems to be appropriate in order to determine:

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

28 B. SUBRECIPIENT shall maintain all books, documents, and other materials relevant to

its performance under this Agreement. These records shall be subject to the inspection, review, and audit by the COUNTY or its designees, and the TREASURY, for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the SUBRECIPIENT was reimbursed for unallowable costs under this Agreement, the ARPA Guidelines, or the Final Rule, SUBRECIPIENT agrees to promptly reimburse the COUNTY for such payments upon request.

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

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

COUNTY

COUNTY OF FRESNO

ARPA - SLFRF Coordinator
2281 Tulare Street, Room 304
Fresno, CA 9372

SUBRECIPIENT

Court Appointed Special Advocates of Fresno
and Madera Counties
2300 Tulare Street, Suite 210
Fresno, CA 93721

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

establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

22. **GOVERNING LAW**

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

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

23. **ADVICE OF ATTORNEY**

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

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

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

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

25. **ELECTRONIC SIGNATURES**

The parties agree that this Agreement may be executed by electronic signature as provided in this section. An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for

1 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to
2 this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing
3 this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or
4 judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of
5 that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
6 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,
7 beginning with section 1633.1). Each party using a digital signature represents that it has undertaken
8 and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
9 through (5), and agrees that each other party may rely upon that representation. This Agreement is not
10 conditioned upon the parties conducting the transactions under it by electronic means and either party
11 may sign this Agreement with an original handwritten signature.

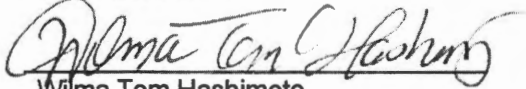
12 26. **ENTIRE AGREEMENT:**

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

20 //

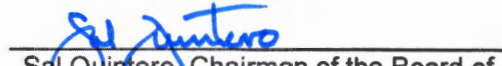
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3 **SUBRECIPIENT**

4 

5 Wilma Tom Hashimoto,
6 Executive Director
7 Court Appointed Special Advocates
8 for Fresno and Madera Counties

COUNTY OF FRESNO

9 
10 Sal Quintero, Chairman of the Board of
11 Supervisors of the County of Fresno

12 Mailing Address:
13 Court Appointed Special Advocates
14 of Fresno and Madera Counties
15 2300 Tulare Street, Suite 210
16 Fresno, CA 93721

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

20 By: 
21 Deputy

22 **FOR ACCOUNTING USE ONLY:**

23 Fund: 0026

24 Subclass: 91021

25 ORG: 1033

26 Account: 7845
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Exhibit A

Program Description

For over 25 years, the SUBRECIPIENT has trained and supervised community volunteers that advocate and represent the best interest of children including, but not limited, to victims of crimes, abuse, neglect, abandonment, or to help children and youth that become dependents of child welfare or the Fresno County Superior Court systems. The majority of the SUBRECIPIENT's clients are foster youth from the following demographics: Hispanic (62%), Black (16%), and White Non-Hispanic (17%) from low-income neighborhoods, youth with disabilities, and families from impoverished neighborhoods in Fresno County who have been negatively impacted by the pandemic. During the course of the pandemic, SUBRECIPIENT represents that there has been an increase in court cases, longer waiting periods, and increased demand to help at-risk foster youth experiencing social emotional distress, anxiety, stress from the uncertainty, and to assist youth experiencing academic challenges with distance learning.

The SUBRECIPIENT represents that in partnership with the COUNTY's Department of Social Services, it endeavors to improve delays in social service delivery, in particular emergency placement of youth by providing an advocate supervisor that will seek timely placements of youth when initially removed from their home. SLFRF provided under this Agreement will address the negative impacts of the pandemic on child welfare, will provide funding assistance to help fund operational expenses for the implementation of the SUBRECIPIENT's mission to recruit advocates to represent the best interest of the children and youth while they navigate the foster care system, assist to find emergency placement of foster youth, and improve employee retention, consisting of expenditures related to program administration, personnel salaries and benefits, training events, social events for foster youth, volunteer appreciation events, emergency materials and supplies for foster youth, marketing and advertisement for volunteer recruitments, transportation, and educational resources and services, which were impacted by the pandemic.

1 **Exhibit B**

2 **Subrecipient Expenditure Plan**

3 SUBRECIPIENT shall submit reimbursement requests to the COUNTY every 60-days for the
4 payment of eligible expenses in support of the Program. It is expressly agreed and understood that the
5 total amount of SLFRF to be granted by COUNTY to SUBRECIPIENT for the Program shall not exceed
6 two hundred fifty thousand dollars (\$250,000), which will provide funding assistance to address the
7 negative economic impacts of the pandemic on child welfare, will provide funding assistance to help
8 fund operational expenses for the implementation of the SUBRECIPIENT's mission to recruit advocates
9 to represent the best interest of the children and youth navigating the foster care system.
10 Reimbursement requests from SUBRECIPIENT to the COUNTY shall be every 60-days, and be
11 accompanied by a written certification from the SUBRECIPIENT that the request for payment is
12 consistent with the amount of work and services completed, or materials purchased with the amount of
13 funding being requested from the COUNTY. Reimbursement requests shall detail purchases, orders,
14 receipts detailing expenses incurred in support of the Program for items listed in Table 1-1 of Exhibit B
15 of this Agreement.
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Exhibit B (continued)

Table 1-1, Expenditure Plan

Attachment : CASA of Fresno and Madera Counties Expenditure Plan

Program Costs

Detailed Expenditure Description	ARPA Funds
Advocate Supervisor: To support and train additional Advocate volunteers to increase number of foster youth being served. The Advocate Supervisor will also be responsible for partnering with Fresno DSS to seek emergency placement for foster youth in Fresno County: \$48,000 annual salary benefits \$7,200 annual total: \$55,200.	\$110,400.00
Employee retention: To provide staff with a cost of living adjustment and lower the rate of turnover experience: 3% COLA for each year of program	\$45,000.00
Licensed Clinician: To provide counseling to foster youth assigned to CASA and foster youth awaiting placement. 25% of salary (\$60,000 *25% = \$15,000 and \$2,250 in benefits annually)	\$34,500.00
Selfcare, appreciation events, and training for Advocate volunteer, CASA staff, and for social events for foster youth a form of selfcare: (\$5,000 annually)	\$2,000.00
Emergency needs for foster youth such as: Food clothing personal hygiene needs or educational immediate needs. (\$25 gift cards * 50 = \$1,250 annually; \$50 gift cards * 75 = \$3,750 annually; \$100 gift cards * 25 = \$2,500 annually)	\$15,000.00
Funds for Advocate volunteers to use for travel expense such a fuel and meals for home visits or outings with the foster youth.	\$4,000.00
Training materials for new advocate volunteers Journey of Hope Training Manual books on trauma informed and building resiliency, culturally sensitive books etc.(\$2,500 annually)	\$5,000.00
Marketing and Advertisement for recruitment efforts of volunteer advocates appealing to a diverse population to encourage to volunteer (\$3,000 annually for advertisement and community engagement awareness efforts.	\$6,000.00
Survey development, implementation, database maintenance for collection of data and outcomes to assess the success of the program and improvements in their educational goals: for the Optima software add on to track results and store data client support: (\$4,500 for the entire grant period)	\$3,100.00
Administrative Support for grant management, reporting, accounting and all general overhead expenses	\$25,000.00
Program Costs Totals	\$250,000.00

Exhibit B (continued)
Reimbursement Request Form

Date:

County of Fresno
ARPA - SLFRF Coordinator
2281 Tulare Street, Room 304
Fresno, CA 93721

Subject: Reimbursement Request for

Subrecipient Program

Subrecipient Name

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

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

Payee

Invoice # / Contract #

Amount

Sincerely,

[Subrecipient Officer]

[Subrecipient Name]

Enclosure(s)

Exhibit C

PROGRAM	
Tax Identification Number or Unique ID (TIN or SAM):	Agreement Number:
Name of Entity:	Program Name:
Reporting Period State Date:	Reporting Period End Date:
Expenditure Category: 2 Negative Economic Impacts	
Total Award: \$250,000	Remaining Balance:

EXPENDITURES					
Category		Cumulative Expenditures to date (\$)	Cumulative Obligations to date (\$)	Current Period Expenditures	Current Period Obligations
2	Negative Economic Impacts, Healthy Childhood Environments				
2.13	Services to Foster Youth or Families Involved in Child Welfare System				
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

Signature _____

Prepared by _____
(Print name)

Date _____

Exhibit D

Annual Performance Report

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

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

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

Instructions:

SUBRECIPIENT should consult the SLFRF Guidance on Recipient Compliance and Reporting Responsibilities (Reporting Guidance) located at: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf> for detailed guidance on the submission of this report.

Exhibit E

Self-Dealing Transaction Disclosure Form

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SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

Exhibit E

(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:	

Exhibit F

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

1. Use of Funds.

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

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

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

4. Maintenance of and Access to Records.

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

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

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

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

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

15
16 9. Compliance with Applicable Law and Regulations.

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

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

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

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

- v. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- vi. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- vii. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

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

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

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

1
2 13. Publications. Any publications produced with funds from this award must display the following
3 language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP
4 3678 awarded to County of Fresno by the U.S. Department of the Treasury."

5
6 14. Debts Owed the Federal Government.

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

17
18 15. Disclaimer.

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

25
26 16. Protections for Whistleblowers.

- 27 a) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise
28 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.

b) The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c) Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

1 ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

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

3
4 As a condition of receipt of federal financial assistance from the Department of the Treasury, the
5 Subrecipient provides the assurances stated herein. The federal financial assistance may include federal
6 grants, loans, and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of
7 Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies,
8 and other arrangements with the intention of providing assistance. Federal financial assistance does not
9 encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by
10 the Federal government at market value, or programs that provide direct benefits.

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

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

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

1 Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly,
2 Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's
3 directives, to ensure that LEP persons have meaningful access to its programs, services, and
4 activities. Subrecipient understands and agrees that meaningful access may entail providing
5 language assistance services, including oral interpretation and written translation where necessary,
6 to ensure effective communication in the Subrecipient's programs, services, and activities.

- 7 3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient
8 develops applicable budgets and conducts programs, services, and activities. As a resource, the
9 Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information
10 on taking reasonable steps to provide meaningful access for LEP persons, please visit
11 <http://www.lep.gov>.
- 12 4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition
13 of continued receipt of federal financial assistance and is binding upon Subrecipient and
14 Subrecipient's successors, transferees, and assignees for the period in which such assistance is
15 provided.
- 16 5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors,
17 subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and
18 agrees to incorporate the following language in every contract or agreement subject to Title VI and
19 its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors,
20 subcontractors, successors, transferees, and assignees:

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

1 *U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI*
2 *regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this*
3 *contract or agreement.*

- 4 6. Subrecipient understands and agrees that if any real property or structure is provided or improved
5 with the aid of federal financial assistance by the Department of the Treasury, this assurance
6 obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period
7 during which the real property or structure is used for a purpose for which the federal financial
8 assistance is extended or for another purpose involving the provision of similar services or benefits.
9 If any personal property is provided, this assurance obligates the Subrecipient for the period during
10 which it retains ownership or possession of the property.
- 11 7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department
12 of the Treasury of the aforementioned obligations. Enforcement may include investigation,
13 arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from
14 these actions. The Subrecipient shall comply with information requests, on-site compliance reviews
15 and reporting requirements.
- 16 8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any
17 complaints of discrimination on the grounds of race, color, or national origin, and limited English
18 proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and
19 provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or
20 completed, including outcome. Subrecipient also must inform the Department of the Treasury if
21 Subrecipient has received no complaints under Title VI.
- 22 9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-
23 compliance of Title VI and efforts to address the non-compliance, including any voluntary
24 compliance or other agreements between the Subrecipient and the administrative agency that
25 made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the
26 Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject
27 of any court or administrative agency finding of discrimination, please so state.
- 28

1 10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is
2 responsible for ensuring that sub-recipients also comply with Title VI and other applicable
3 authorities covered in this document. State agencies that make sub-awards must have in place
4 standard grant assurances and review procedures to demonstrate that they are effectively
5 monitoring the civil rights compliance of subrecipients.

6 The United States of America has the right to seek judicial enforcement of the terms of this assurances
7 document, and nothing in this document alters or limits the federal enforcement measures that the United
8 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

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

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

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

14 **Definition of Cyber Risks.** "Cyber Risks" include but are not limited to (i) Security Breach, which
15 may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach;
16 (iii) breach of any of the SUBRECIPIENT's obligations under this Agreement; (iv) system failure;
17 (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to
18 comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual
19 property, including but not limited to infringement of copyright, trademark, and trade dress; (x)
20 invasion of privacy, including release of private information; (xi) information theft; (xii) damage to
21 or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to
22 the SUBRECIPIENT's obligations under this Agreement regarding electronic information, including
23 Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud;
24 (xviii) network security; (xix) data breach response costs, including Security Breach response
25 costs; (xx) regulatory fines and penalties related to the SUBRECIPIENT's obligations under this
26 Agreement regarding electronic information, including Personal Information; and (xxi) credit
27 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
28

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

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

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

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

26 (F) **County's Remedy for SUBRECIPIENT's Failure to Maintain.** If the SUBRECIPIENT fails to
27 keep in effect at all times any insurance coverage required under this Agreement, the County
28 may, in addition to any other remedies it may have, suspend or terminate this Agreement upon

1 the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that
2 coverage to the SUBRECIPIENT. The County may offset such charges against any amounts
3 owed by the County to the SUBRECIPIENT under this Agreement.

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

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

1 security questions, and other personal identifiers); or (iii) is personal information within the
2 meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e).
3 Personal Information does not include publicly available information that is lawfully made
4 available to the general public from federal, state, or local government records.

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

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

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

27 The SUBRECIPIENT acknowledges that the attorney-client privilege protecting Privileged
28 Information belongs to the County and may only be waived by the County’s Board of

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.

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

2. **Standard of Care**

- a. The SUBRECIPIENT acknowledges that, in the course of its engagement by the County under this Agreement, the SUBRECIPIENT, or any Authorized Persons, may Use Personal Information and Privileged Information only as permitted in this Agreement.
- b. The SUBRECIPIENT acknowledges that Personal Information and Privileged Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the SUBRECIPIENT, or any Authorized Persons. The SUBRECIPIENT further acknowledges that all right, title, and interest in or to the Personal Information or the Privileged Information remains in the County (or persons from whom the County receives or has received Personal Information or Privileged Information) regardless of the SUBRECIPIENT's, or any Authorized Person's, Use of that Personal Information or that Privileged Information.
- c. The SUBRECIPIENT agrees and covenants in favor of the Country that the SUBRECIPIENT shall:

- i. keep and maintain all Personal Information and all Privileged Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;
 - ii. Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the SUBRECIPIENT pursuant to the terms of this Exhibit G;
 - iii. Use Privileged Information exclusively for the purposes for which the Privileged Information is made accessible to the SUBRECIPIENT pursuant to the terms of this Exhibit G;
 - iv. not Use, Disclose, sell, rent, license, or otherwise make available Personal Information or Privileged Information for the SUBRECIPIENT's own purposes or for the benefit of anyone other than the County, without the County's express prior written consent, which the County may give or withhold in its sole and absolute discretion;
 - v. not, directly or indirectly, Disclose Personal Information to any person (an "Unauthorized Third Party") other than Authorized Persons pursuant to this Agreement, without the express prior written consent the Director; and
 - vi. not, directly or indirectly, Disclose Privileged Information to any person (an "Unauthorized Third Party") other than Authorized Persons pursuant to this Agreement, without the express prior written consent of the County's Board of Supervisors.
- d. Notwithstanding the foregoing paragraph, in any case in which the SUBRECIPIENT believes it, or any Authorized Person, is required to disclose Personal Information or Privileged Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, SUBRECIPIENT shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the SUBRECIPIENT, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County before such Personal Information is offered by the SUBRECIPIENT for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal

1 Information or the Privileged Information from such disclosure, and the SUBRECIPIENT shall
2 cooperate with the County to minimize the scope of such disclosure of such Personal Information
3 or Privileged Information.

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

7 **3. Information Security**

- 8 a. The SUBRECIPIENT covenants, represents and warrants to the County that the
9 SUBRECIPIENT's Use of Personal Information and Privileged Information under this Agreement
10 does and will at all times comply with all applicable federal, state, and local, privacy and data
11 protection laws, as well as all other applicable regulations and directives, including but not limited
12 to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the
13 Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3,
14 beginning with section 1747). If the SUBRECIPIENT Uses credit, debit or other payment
15 cardholder information, the SUBRECIPIENT shall at all times remain in compliance with the
16 Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining
17 aware at all times of changes to the PCI DSS and promptly implementing and maintaining all
18 procedures and practices as may be necessary to remain in compliance with the PCI DSS, in
19 each case, at the SUBRECIPIENT's sole cost and expense.
- 20 b. The SUBRECIPIENT covenants, represents and warrants to the County that, as of the effective
21 date of this Agreement, the SUBRECIPIENT has not received notice of any violation of any
22 privacy or data protection laws, as well as any other applicable regulations or directives, and is
23 not the subject of any pending legal action or investigation by, any government regulatory
24 authority regarding same.
- 25 c. Without limiting the SUBRECIPIENT's obligations under section 3(A) of this Exhibit G, the
26 SUBRECIPIENT's (or Authorized Person's) Security Safeguards shall be no less rigorous than
27 accepted industry practices and, at a minimum, include the following:
28

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

- 1 or another type of secure connection, all of which is subject to express prior written
2 consent of the Director);
- 3 v. strictly segregating Personal Information and Privileged Information from all other
4 information of the SUBRECIPIENT, including any Authorized Person, or anyone with
5 whom the SUBRECIPIENT or any Authorized Person deals so that Personal Information
6 and Privileged Information is not commingled with any other types of information;
- 7 vi. having a patch management process including installation of all operating system and
8 software vendor security patches;
- 9 vii. maintaining appropriate personnel security and integrity procedures and practices,
10 including, but not limited to, conducting background checks of Authorized Employees
11 consistent with applicable law; and
- 12 viii. providing appropriate privacy and information security training to Authorized Employees.
- 13 d. During the term of each Authorized Employee's employment by the SUBRECIPIENT, the
14 SUBRECIPIENT shall cause such Authorized Employees to abide strictly by the
15 SUBRECIPIENT's obligations under this Exhibit G. The SUBRECIPIENT shall maintain a
16 disciplinary process to address any unauthorized Use of Personal Information or Privileged
17 Information by any Authorized Employee.
- 18 e. The SUBRECIPIENT shall, in a secure manner, backup daily, or more frequently if it is the
19 SUBRECIPIENT's practice to do so more frequently, Personal Information and Privileged
20 Information received from the County, and the County shall have immediate, real time access, at
21 all times, to such backups via a secure, remote access connection provided by the
22 SUBRECIPIENT, through the Internet.
- 23 f. The SUBRECIPIENT shall provide the County with the name and contact information for each
24 Authorized Employee (including such Authorized Employee's work shift, and at least one
25 alternate Authorized Employee for each Authorized Employee during such work shift) who shall
26 serve as the County's primary security contact with the SUBRECIPIENT and shall be available to
27 assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in
28

1 resolving the SUBRECIPIENT's and any Authorized Persons' obligations associated with a
2 Security Breach or a Privacy Practices Complaint.

- 3 g. The SUBRECIPIENT shall not knowingly include or authorize any Trojan Horse, back door, time
4 bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display
5 any unauthorized message within, or otherwise impair any County computing system, with or
6 without the intent to cause harm.

7 **4. Security Breach Procedures**

- 8 a. Immediately upon the SUBRECIPIENT's awareness or reasonable belief of a Security Breach,
9 the SUBRECIPIENT shall (i) notify the Director of the Security Breach, such notice to be given
10 first by telephone at the following telephone number, followed promptly by email at the following
11 email address: (559) 600-6200 / incidents@fresnocountyca.gov (which telephone number and
12 email address the County may update by providing notice to the SUBRECIPIENT), and (ii)
13 preserve all relevant evidence (and cause any affected Authorized Person to preserve all
14 relevant evidence) relating to the Security Breach. The notification shall include, to the extent
15 reasonably possible, the identification of each type and the extent of Personal Information,
16 Privileged Information, or both, that has been, or is reasonably believed to have been, breached,
17 including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or
18 modification, or any loss or destruction, corruption, or damage.
- 19 b. Immediately following the SUBRECIPIENT's notification to the County of a Security Breach, as
20 provided pursuant to section 4(A) of this Exhibit G, the Parties shall coordinate with each other to
21 investigate the Security Breach. The SUBRECIPIENT agrees to fully cooperate with the County,
22 including, without limitation:
- 23 i. assisting the County in conducting any investigation;
 - 24 ii. providing the County with physical access to the facilities and operations affected;
 - 25 iii. facilitating interviews with Authorized Persons and any of the SUBRECIPIENT's other
26 employees knowledgeable of the matter; and
27
28

- 1 iv. making available all relevant records, logs, files, data reporting and other materials
2 required to comply with applicable law, regulation, industry standards, or as otherwise
3 reasonably required by the County.

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

- 9 c. County shall promptly notify the SUBRECIPIENT of the Director's knowledge, or reasonable
10 belief, of any Privacy Practices Complaint, and upon the SUBRECIPIENT's receipt of that
11 notification, the SUBRECIPIENT shall promptly address such Privacy Practices Complaint,
12 including taking any corrective action under this Exhibit G, all at the SUBRECIPIENT's sole
13 expense, in accordance with applicable privacy rights, laws, regulations and standards. In the
14 event the SUBRECIPIENT discovers a Security Breach, the SUBRECIPIENT shall treat the
15 Privacy Practices Complaint as a Security Breach. Within 24 hours of the SUBRECIPIENT's
16 receipt of notification of such Privacy Practices Complaint, the SUBRECIPIENT shall notify the
17 County whether the matter is a Security Breach, or otherwise has been corrected and the
18 manner of correction, or determined not to require corrective action and the reason for that
19 determination.
- 20 d. The SUBRECIPIENT shall take prompt corrective action to respond to and remedy any Security
21 Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of
22 the Security Breach and correcting any deficiency in Security Safeguards as a result of such
23 incident, all at the SUBRECIPIENT's sole expense, in accordance with applicable privacy rights,
24 laws, regulations and standards. The SUBRECIPIENT shall reimburse the County for all
25 reasonable costs incurred by the County in responding to, and mitigating damages caused by,
26 any Security Breach, including all costs of the County incurred relation to any litigation or other
27 action described section 4(E) of this Exhibit G.

- 1 e. The SUBRECIPIENT agrees to cooperate, at its sole expense, with the County in any litigation
2 or other action to protect the County's rights relating to Personal Information, Privileged
3 Information, or both, including the rights of persons from whom the County receives Personal
4 Information.

5 **5. Oversight of Security Compliance**

- 6 a. The SUBRECIPIENT shall have and maintain a written information security policy that specifies
7 Security Safeguards appropriate to the size and complexity of the SUBRECIPIENT's operations
8 and the nature and scope of its activities.
- 9 b. Upon the County's written request, to confirm the SUBRECIPIENT's compliance with this Exhibit
10 G, as well as any applicable laws, regulations and industry standards, the SUBRECIPIENT
11 grants the County or, upon the County's election, a third party on the County's behalf, permission
12 to perform an assessment, audit, examination or review of all controls in the SUBRECIPIENT's
13 physical and technical environment in relation to all Personal Information and Privileged
14 Information that is Used by the SUBRECIPIENT pursuant to this Agreement. The
15 SUBRECIPIENT shall fully cooperate with such assessment, audit or examination, as applicable,
16 by providing the County or the third party on the County's behalf, access to all Authorized
17 Employees and other knowledgeable personnel, physical premises, documentation,
18 infrastructure and application software that is Used by the SUBRECIPIENT for Personal
19 Information, Privileged Information, or both, pursuant to this Agreement. In addition, the
20 SUBRECIPIENT shall provide the County with the results of any audit by or on behalf of the
21 SUBRECIPIENT that assesses the effectiveness of the SUBRECIPIENT's information security
22 program as relevant to the security and confidentiality of Personal Information Used by the
23 SUBRECIPIENT or Authorized Persons during the course of this Agreement under this Exhibit
24 G.
- 25 c. The SUBRECIPIENT shall ensure that all Authorized Persons who Use Personal Information,
26 Privileged Information, or both, agree to the same restrictions and conditions in this Exhibit G
27 that apply to the SUBRECIPIENT with respect to such Personal Information and Privileged
28 Information by incorporating the relevant provisions of this Exhibit G into a valid and binding

1 written agreement between the SUBRECIPIENT and such Authorized Persons, or amending any
2 written agreements to provide same.

3 **6. Return or Destruction of Personal Information.** Upon the termination of this Agreement, the
4 SUBRECIPIENT shall, and shall instruct all Authorized Persons to, promptly return to the County all
5 Personal Information and all Privileged Information, whether in written, electronic or other form or media,
6 in its possession or the possession of such Authorized Persons, in a machine readable form used by the
7 County at the time of such return, or upon the express prior written consent of the Director, securely
8 destroy all such Personal Information and all Privileged Information, and certify in writing to the County
9 that such Personal Information and Privileged Information have been returned to the County or disposed
10 of securely, as applicable. If the SUBRECIPIENT is authorized to dispose of any such Personal
11 Information or Privileged Information, as provided in this Exhibit G, such certification shall state the date,
12 time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The
13 SUBRECIPIENT shall comply with all reasonable directions provided by the Director with respect to the
14 return or disposal of Personal Information and Privileged Information and copies of Personal Information
15 and Privileged Information. If return or disposal of such Personal Information or Privileged Information,
16 or copies of Personal Information or Privileged Information, is not feasible, the SUBRECIPIENT shall
17 notify the County according, specifying the reason, and continue to extend the protections of this Exhibit
18 G to all such Personal Information and Privileged Information, and copies of Personal Information and
19 Privileged Information. The SUBRECIPIENT shall not retain any copy of any Personal Information or
20 any Privileged Information after returning or disposing of Personal Information and Privileged
21 Information as required by this section 6. The SUBRECIPIENT's obligations under this section 6 survive
22 the termination of this Agreement and apply to all Personal Information and Privileged Information that
23 the SUBRECIPIENT retains if return or disposal is not feasible and to all Personal Information and
24 Privileged Information that the SUBRECIPIENT may later discover in its possession or control.

25 **7. Equitable Relief.** The SUBRECIPIENT acknowledges that any breach of its covenants or
26 obligations set forth in this Exhibit G may cause the County irreparable harm for which monetary
27 damages would not be adequate compensation and agrees that, in the event of such breach or
28 threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive

1 relief, specific performance and any other relief that may be available from any court, in addition to any
2 other remedy to which the County may be entitled at law or in equity. Such remedies shall not be
3 deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in
4 equity or under this Agreement.

5 8. **Indemnity.** The SUBRECIPIENT shall defend, indemnify and hold harmless the County, its
6 officers, employees, and agents, (each, a “**County Indemnitee**”) from and against any and all
7 infringement of intellectual property including, but not limited to infringement of copyright, trademark,
8 and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or
9 modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information or
10 Privileged Information, Security Breach response and remedy costs, credit monitoring expenses,
11 forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and
12 penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including
13 attorneys’ fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit
14 G and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim
15 or action against any County Indemnitee in relation to the SUBRECIPIENT’s, its officers, employees, or
16 agents, or any Authorized Employee’s or Authorized Person’s, performance or failure to perform under
17 this Exhibit G or arising out of or resulting from the SUBRECIPIENT’s failure to comply with any of its
18 obligations under this section 8. The provisions of this section 8 do not apply to the sole acts or
19 omissions of the County. The provisions of this section 8 are cumulative to any other obligation of the
20 SUBRECIPIENT to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement.
21 The provisions of this section 8 shall survive the termination of this Agreement.

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

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

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