

AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of October, 2023, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and the FRESNO ECONOMIC OPPORTUNITIES COMMISSION, a nonprofit corporation, whose address is 1920 Mariposa Street, Suite 300, Fresno, CA 93721, hereinafter referred to as "SUBRECIPIENT".

RECITALS

COUNTY, through its Department of Social Services (DSS), is in need of outreach, education, and training services in Fresno County related to provision of the Access to Technology program; and

SUBRECIPIENT is willing and able to provide outreach, education, and training services needed by COUNTY, pursuant to the terms of this Agreement; and

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

1. SUBRECIPIENT'S OBLIGATIONS

SUBRECIPIENT shall perform all services as set forth in Exhibit A, Summary of Services, attached hereto and incorporated herein by this reference. SUBRECIPIENT shall provide specified services and activities pursuant to the staffing patterns and program expenses detailed in Exhibit B, Budget Summary, attached hereto and incorporated herein by this reference.

2. TERM

The term of this Agreement shall be effective upon execution through September 30, 2024.

3. 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, at any time by giving the SUBRECIPIENT thirty (30) days advance written notice.

B. Breach of Contract

1 The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where
2 in the determination of the COUNTY there is:

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

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

14 C. Without Cause

15 Under circumstances other than those set forth above, this Agreement may be terminated by
16 SUBRECIPIENT, COUNTY or COUNTY's DSS Director, or designee, upon the giving of thirty (30) days
17 advance written notice of an intention to terminate this Agreement.

18 **4. COMPENSATION**

19 For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to pay
20 SUBRECIPIENT and SUBRECIPIENT agrees to receive compensation in accordance with the Exhibit
21 B, Budget Summary.

22 In no event shall compensation paid for services performed under this Agreement be in excess of
23 Seven Hundred Eighty-Six Thousand Five Hundred Forty-Three and No/100 Dollars (\$786,543) during the
24 term of this Agreement.

25 It is understood that all expenses incidental to SUBRECIPIENT'S performance of services under
26 this Agreement shall be borne by SUBRECIPIENT. If SUBRECIPIENT should fail to comply with any
27 provision of the Agreement, COUNTY shall be relieved of its obligation for further compensation. Any
28 compensation which is not expended by SUBRECIPIENT pursuant to the terms and conditions of this

1 Agreement shall automatically revert to COUNTY.

2 The services provided by the SUBRECIPIENT under this Agreement are funded in whole or in part
3 by the State of California and the United States Federal government. In the event that funding for these
4 services is delayed by the State Controller or the Federal government, COUNTY may defer payment to
5 SUBRECIPIENT. The amount of the deferred payment shall not exceed the amount of funding delayed to
6 the COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of time of the
7 State Controller's or Federal government's delay of payment to COUNTY plus forty-five (45) days.

8 **5. INVOICING**

9 SUBRECIPIENT shall invoice COUNTY's DSS in arrears by the tenth (10th) of each month for
10 expenditures incurred and services rendered in the previous month to:
11 DSSInvoices@fresnocountyca.gov. Payments by COUNTY's DSS shall be in arrears for actual services
12 provided during the preceding month, within forty-five (45) days after receipt, verification, and approval
13 of SUBRECIPIENT's invoices by COUNTY's DSS. A monthly activity report shall accompany the
14 invoice, reflecting services supported by the invoiced expenditures and be in a form and in such detail
15 as acceptable to the COUNTY's DSS. All final claims for funding shall be submitted by SUBRECIPIENT
16 within sixty (60) days following the final month of services. At the discretion of COUNTY's DSS Director
17 or his/her designee, COUNTY's DSS may deny payment of any invoice received more than sixty (60)
18 days following the final month of services.

19 At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is otherwise
20 not in proper form or detail, COUNTY's DSS Director or designee shall have the right to withhold
21 payment as to only that portion of the invoice that is incorrect or improper after five (5) days prior written
22 notice or email correspondence to SUBRECIPIENT. SUBRECIPIENT agrees to continue to provide
23 services for a period of ninety (90) days after written or email notification of an incorrect or improper
24 invoice. If after the ninety (90) day period the invoice has still not been corrected to COUNTY's DSS
25 satisfaction, COUNTY or COUNTY's DSS Director or designee may elect to terminate this Agreement,
26 pursuant to the termination provisions stated in Paragraph Three (3) of this Agreement.

27 **6. MODIFICATION**

28 A. Any matters of this Agreement may be modified from time to time by the written

1 consent of SUBRECIPIENT and COUNTY without, in any way, affecting the remainder.

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

7 C. SUBRECIPIENT agrees that reductions to the maximum compensation set forth
8 in Section Four (4) of this Agreement may be necessitated by a reduction in funding from State or
9 Federal sources. Any such reduction to the maximum compensation may be made with the written
10 approval of COUNTY's DSS Director or designee and SUBRECIPIENT. SUBRECIPIENT further
11 understands that this Agreement is subject to any restrictions, limitations, or enactments of all legislative
12 bodies which affect the provisions, term, or funding of this agreement in any manner.

13 D. Minor changes to the Scope of Services, identified in this Agreement, may be
14 made with the mutual written approval of COUNTY's DSS Director or designee and SUBRECIPIENT.
15 Minor changes may include, but are not limited to changes that will not significantly alter the
16 responsibilities identified in Section One (1) and Exhibit A. Any changes to the services shall not result
17 in any change to the maximum compensation.

18 **7. INDEPENDENT SUBRECIPIENT**

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

28 SUBRECIPIENT and COUNTY shall comply with all applicable provisions of law and the rules and

1 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

2 Because of its status as an independent SUBRECIPIENT, SUBRECIPIENT shall have
3 absolutely no right to employment rights and benefits available to COUNTY employees.

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

10 **8. HOLD HARMLESS AND INDEMNIFICATION**

11 The SUBRECIPIENT shall indemnify and hold harmless and defend the COUNTY (including its
12 officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs,
13 expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the COUNTY,
14 the SUBRECIPIENT, or any third part that arise from or relate to the performance or failure to perform
15 by the SUBRECIPIENT (or any of its officers, agents, subcontractors, or employees) under this
16 Agreement. The COUNTY may conduct or participate in its own defense without affecting the
17 SUBRECIPIENT's obligation to indemnify and hold harmless or defend the COUNTY.

18 The provisions of this Section Eight (8) shall survive termination of this Agreement.

19 **9. INSURANCE**

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

24 **A. Commercial General Liability**

25 Commercial General Liability Insurance with limits of not less than Two Million Dollars
26 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
27 policy shall be issued on a per occurrence basis. Coverage must include products, completed operations,
28 property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an

1 endorsement to this policy naming the County of Fresno, its officers, agents, employees, and
2 volunteers, individually and collectively, as additional insureds, but only insofar as the operations under
3 this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance
4 and any other insurance, or self-insurance, maintained by the County is excess only and not contributing
5 with insurance provided under the Contractor's policy.

6 B. Automobile Liability

7 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
8 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage must include any auto
9 used in connection with this Agreement, including both owned and non-owned vehicles.

10 C. Professional Liability

11 If SUBRECIPIENT employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
12 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
13 (\$1,000,000.00) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000.00). If this is
14 a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under
15 this Agreement; (2) the SUBRECIPIENT shall maintain the policy and provide to the COUNTY annual
16 evidence of insurance for not less than five years after completion of services under this Agreement; and
17 (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a
18 retroactive date prior to the date on which services begin under this Agreement, then the SUBRECIPIENT
19 shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after
20 completion of services under this Agreement. SUBRECIPIENT agrees that it shall maintain, at its sole
21 expense, in full force and effect for a period of three (3) years following the termination of this Agreement,
22 one or more policies of professional liability insurance with limits of coverage as specified herein.

23 D. Worker's Compensation

24 A policy of Worker's Compensation insurance as required by the laws of the State of California with
25 statutory limits.

26 E. Employer's Liability

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

1 F. Molestation

2 Sexual abuse/molestation liability insurance with limits of not less than One Million Dollars
3 (\$1,000,000) per occurrence, with an annual aggregate of Three Million Dollars (\$3,000,000). This policy
4 must be issued on a per occurrence basis.

5 G. Additional Requirements Relating to Insurance

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

14 All insurance policies required under this Agreement must be issued by admitted insurers
15 licensed to do business in the State of California and possessing at all times during the term of this
16 Agreement an A.M. Best, Inc. rating of no less than A: VII.

17 If the SUBRECIPIENT has or obtains insurance with broader coverage, higher limits, or both,
18 than what is required under this Agreement, then the COUNTY requires and is entitled to the broader
19 coverage, higher limits, or both. To that end, SUBRECIPIENT shall deliver, or cause its broker or
20 producer to deliver certificates of insurance and endorsements for all of the coverages that have such
21 broader coverage, higher limits, or both, as required under this Agreement.

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

27 If SUBRECIPIENT fails to keep in effect at all times any insurance coverage required under this
28 Agreement, COUNTY may, in addition to any other remedies it may have, suspend or terminate this

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

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

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

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

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

1 rating of A FSC VII or better.

2 **10. ASSIGNMENT AND SUBCONTRACTS**

3 Neither party shall assign, transfer or subcontract this Agreement nor their rights or duties under
4 this Agreement without the prior written consent of the other party. Any transferee, assignee or
5 subcontractor will be subject to all applicable provisions of this Agreement, and all applicable State and
6 Federal regulations. SUBRECIPIENT shall be held primarily responsible by COUNTY for the
7 performance of any transferee, assignee or subcontractor unless otherwise expressly agreed to in
8 writing by COUNTY. The use of subcontractor by SUBRECIPIENT shall not entitle SUBRECIPIENT to
9 any additional compensation than is provided for under this Agreement.

10 **11. CONFLICT OF INTEREST**

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

18 **12. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

1 transaction or immediately thereafter.

2 **13. NON-DISCRIMINATION**

3 During the performance of this Agreement, SUBRECIPIENT and its officers, employees, agents
4 and subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or
5 regulation against any employee or applicant for employment, or recipient of services under this
6 Agreement, because of ethnic group identification, gender, gender identity, gender expression, sexual
7 orientation, color, physical disability, mental disability, medical condition, national origin, race, ancestry,
8 marital status, religion, or religious creed.

9
10 A. Domestic Partners and Gender Identity

11 For State fund-funded contracts of \$100,000 or more, SUBRECIPIENT certifies that it complies
12 with Public Contract Code Section 10295.3.

13 B. Americans with Disabilities Act

14 SUBRECIPIENT shall comply with the Americans with Disabilities Act (ADA) of 1990, which
15 prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines
16 issued pursuant to the ADA (42 U.S.C. 12101 et seq.)

17
18 C. SUBRECIPIENT shall include the non-discrimination and compliance provisions of this
19 section in all subcontracts to perform work under this Agreement.

20 **14. LIMITED ENGLISH PROFICIENCY**

21 SUBRECIPIENT shall provide interpreting and translation services to persons participating in
22 SUBRECIPIENT's services who have limited or no English language proficiency, including services to
23 persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to
24 allow such participants meaningful access to the programs, services and benefits provided by
25 SUBRECIPIENT. Interpreter and translation services, including translation of SUBRECIPIENT's "vital
26 documents" (those documents that contain information that is critical for accessing SUBRECIPIENT's
27 services or are required by law) shall be provided to participants at no cost to the participant.
28

1 SUBRECIPIENT shall ensure that any employees, agents, subcontractors, or partners who interpret or
2 translate for a program participant, or who directly communicate with a program participant in a
3 language other than English, demonstrate proficiency in the participant's language and can effectively
4 communicate any specialized terms and concepts peculiar to SUBRECIPIENT's services.

5 **15. CONFIDENTIALITY AND DATA SECURITY**

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

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

14 A. Subrecipient-owned Mobile/Wireless/Handheld Devices may not be connected to
15 COUNTY networks via personally owned mobile, wireless, or handheld devices, except when authorized
16 by COUNTY for telecommuting and then only if virus protection software currency agreements are in
17 place, and if a secure connection is used.

18 B. Subrecipient-Owned Computers or Computer Peripherals may not be brought into
19 COUNTY for use, including and not limited to mobile storage devices, without prior authorization from
20 COUNTY's Chief Information Officer or her designee. Data must be stored on a secure server approved
21 by COUNTY and transferred by means of a VPN (Virtual Private Network) connection, or another type of
22 secure connection of this type if any data is approved to be transferred.

23 C. County-Owned Computer Equipment – SUBRECIPIENT or anyone having an
24 employment relationship with COUNTY may not use COUNTY computers or computer peripherals on
25 non-COUNTY premises without prior authorization from COUNTY's Chief Information Officer or her
26 designee.

27 D. SUBRECIPIENT may not store COUNTY's private, confidential, or sensitive data
28

1 on any hard disk drive.

2 E. SUBRECIPIENT is responsible to employ strict controls to ensure the integrity
3 and security of COUNTY's confidential information and to prevent unauthorized access to data
4 maintained in computer files, program documentation, data processing systems, data files, and data
5 processing equipment which stores or processes COUNTY data internally and externally.

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

9 G. SUBRECIPIENT is responsible to immediately notify COUNTY of any breaches or
10 potential breaches of security related to COUNTY's confidential information, data maintained in
11 computer files, program documentation, data processing systems, data files and data processing
12 equipment which stores or processes COUNTY data internally or externally.

13 H. SUBRECIPIENT shall require its subcontractors to comply with the provisions of
14 this Data Security section.

15 **16. CLEAN AIR AND WATER**

16 In the event the funding under this Agreement exceeds One Hundred Fifty Thousand and
17 No/100 Dollars (\$150,000.00), SUBRECIPIENT shall comply with all applicable standards, orders or
18 requirements issued under the Clean Air Act, as amended, 42 U.S. Code 7401 *et seq.*, and the Federal
19 Water Pollution Control Act, 33 U.S. Code 1251 *et seq.* Under these laws and regulations,
20 SUBRECIPIENT shall:

21 A. Assure the COUNTY that no facility shall be utilized in the performance of this
22 Agreement that has been listed on the Environmental Protection Agency (EPA) list of Violating Facilities;

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

27 C. Report each violation of the above laws to COUNTY and understand and agree
28 that the COUNTY will, in turn, report each violation as required to assure notification to the Federal

1 Emergency Management Agency (FEMA) and the appropriate Environmental Protection Agency
2 Regional Office; and

3 D. Include these requirements in each subcontract exceeding \$150,000 financed in
4 whole or in part with federal assistance.

5 **17. PROCUREMENT OF RECOVERED MATERIALS**

6 In the performance of this Agreement, SUBRECIPIENT shall comply with section 6002 of the
7 Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The
8 requirements of Section 6002 include procuring only items designated in guidelines of the
9 Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of
10 recovered materials practicable, consistent with maintaining a satisfactory level of competition, where
11 the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the
12 preceding fiscal year exceeded \$10,000. For contracts meeting this threshold SUBRECIPIENT shall
13 make maximum use of products containing recovered materials that are EPA- designated items unless
14 the product cannot be acquired:

- 15 i. Competitively within a timeframe providing for compliance with the
16 contract performance schedule;
- 17 ii. Meeting contract performance requirements; or
- 18 iii. At a reasonable price.

19 **18. DRUG-FREE WORKPLACE REQUIREMENTS**

20 For purposes of this paragraph, SUBRECIPIENT will be referred to as the “grantee”. By drawing
21 funds against this grant award, the grantee is providing the certification that is required by regulations
22 implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations
23 require certification by grantees that they will maintain a drug-free workplace. False certification or
24 violation of the certification shall be grounds for suspension of payments, suspension or termination of
25 grants, or government wide suspension or debarment. SUBRECIPIENT shall also comply with the
26 requirements of the Drug-Free Workplace Act of 1990 (California Government Code section 8350 et
27 seq.).

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

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

9 1) Are not presently debarred, suspended, proposed for debarment, declared
10 ineligible, or voluntarily excluded from participation in this transaction by any Federal department or
11 agency; and

12 2) Shall not knowingly enter into any lower tier covered transaction with an entity
13 or person who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily
14 excluded from participation in this transaction by any Federal department or agency.

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

18 C. SUBRECIPIENT shall include a clause titled "Certification Regarding Debarment,
19 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and similar in
20 nature to this Paragraph Twenty (20) in all lower tier covered transactions and in all solicitations for
21 lower tier covered transactions.

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

25 E. The certification in Paragraph Twenty (20) of this Agreement is a material
26 representation of fact upon which COUNTY relied in entering into this Agreement.

27 **20. GRIEVANCES**

28 SUBRECIPIENT shall establish procedures for handling client complaints and/or grievances.

1 Such procedures will include provisions for informing clients of their rights to a State Hearing to resolve
2 such issues when appropriate.

3 **21. PROHIBITION ON PUBLICITY**

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

12 **22. LOBBYING AND POLITICAL ACTIVITY**

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

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

18 **23. STATE ENERGY CONSERVATION**

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

22 **24. FRATERNIZATION**

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

26 **25. INTERPRETATION OF LAWS AND REGULATIONS**

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

1 **26. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

2 SUBRECIPIENT, its officers, consultants, subcontractors, agents, and employees shall comply
3 with all applicable State, Federal and local laws, regulations, and executive orders, as well as Federal
4 policies, procedures, and directives governing projects that utilize State and Federal Funds. This
5 includes laws, rules and regulations that pertain to construction, health and safety, labor, fair
6 employment practices, environmental protection, equal opportunity, fair housing, and all other matters
7 applicable or related to SUBRECIPIENT’s services, the SUBRECIPIENT, its subcontractors, and all
8 eligible activities.

9 SUBRECIPIENT shall be responsible for obtaining all permits, licenses, and approvals required
10 for performing any activities under this Agreement, including those necessary to perform design,
11 implementation, operation, and maintenance of the activities. SUBRECIPIENT shall be responsible for
12 observing and complying with any applicable federal, state, and local laws, rules, and regulations
13 affecting any such work, specifically those including, but not limited to, environmental protection,
14 procurement, and safety laws, rules, regulations, and ordinances. SUBRECIPIENT shall provide copies
15 of permits and approvals to COUNTY upon request.

16 **27. CHILD ABUSE REPORTING**

17 SUBRECIPIENT shall utilize a procedure acceptable to COUNTY to ensure that all of
18 SUBRECIPIENT’S employees, volunteers, consultants, subcontractors, or agents performing services
19 under this Agreement shall report all known or suspected child abuse or neglect to one or more of the
20 agencies set forth in Penal Code Section 11165.9. This procedure shall include having all of
21 SUBRECIPIENT’s employees, volunteers, consultants, subcontractors, or agents performing services
22 under this Agreement sign a statement that he or she knows of and will comply with the reporting
23 requirements set forth in Penal Code Section 11166. The statement to be utilized by SUBRECIPIENT is
24 set forth in Exhibit D, attached hereto and by this reference incorporated herein.

25 **28. CHARITABLE CHOICE**

26 SUBRECIPIENT may not discriminate in their program delivery against a client or potential client
27 on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively
28 participate in a religious practice. Any specifically religious activity or service made available to

1 individuals by the SUBRECIPIENT must be voluntary as well as separate in time and location from
2 County funded activities and services. SUBRECIPIENT shall inform County as to whether they are
3 faith-based. If SUBRECIPIENT identifies as faith-based, they must submit to DSS a copy of their policy
4 on referring individuals to alternate services to SUBRECIPIENT and include a copy of this policy in their
5 client admission forms. The policy must inform individuals that they may be referred to an alternative
6 provider if they object to the religious nature of the program and include a notice to DSS. Adherence to
7 this policy will be monitored during annual site reviews, and a review of client files. If SUBRECIPIENT
8 identifies as faith-based, by July 1 of each year SUBRECIPIENT will be required to report to DSS the
9 number of individuals who requested referrals to alternate providers based on religious objection.

10 **29. NO OBLIGATION BY FEDERAL GOVERNMENT**

11 The Federal Government is not a party to this contract and is not subject to any obligations or
12 liabilities to the non-Federal entity, SUBRECIPIENT, or any other party pertaining to any matter resulting
13 from this Agreement.

14 **30. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED**
15 **ACTS**

16 SUBRECIPIENT acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False
17 Claims and Statements) applies to SUBRECIPIENT's actions pertaining to this contract.

18 **31. RECORDS**

19 A. Record Establishment and Maintenance

20 SUBRECIPIENT shall establish and maintain records in accordance with those
21 requirements prescribed by COUNTY, with respect to all matters covered by this Agreement.
22 SUBRECIPIENT shall retain all fiscal books, account records and client files for services performed
23 under this Agreement for at least five (5) years from date of final payment under this Agreement or until
24 all State and Federal audits are completed for that fiscal year, whichever is later.

25 B. Cost Documentation

26 1) SUBRECIPIENT shall submit to COUNTY within ten (10) calendar days
27 following the end of each month, all fiscal and program reports for that month. SUBRECIPIENT shall
28

1 also furnish to COUNTY such statements, records, data and information as COUNTY may request
2 pertaining to matters covered by this Agreement. In the event that SUBRECIPIENT fail to provide
3 reports as provided herein, it shall be deemed sufficient cause for COUNTY to withhold payments until
4 compliance is established.

5 2) All costs shall be supported by properly executed payrolls, time records,
6 invoices, vouchers, orders, or any other accounting documents pertaining in whole or in part to this
7 Agreement and they shall be clearly identified and readily accessible. The support documentation must
8 indicate the line budget account number to which the cost is charged.

9 3) COUNTY shall notify SUBRECIPIENT in writing within thirty (30) days of any
10 potential State or Federal audit exception discovered during an examination. Where findings indicate
11 that program requirements are not being met and State or Federal participation in this program may be
12 imperiled in the event that corrections are not accomplished by SUBRECIPIENT within thirty (30) days
13 of receipt of such notice from COUNTY, written notification thereof shall constitute COUNTY'S intent to
14 terminate this Agreement.

15 C. Service Documentation

16 SUBRECIPIENT agree to maintain records to verify services under this Agreement
17 including names and addresses of clients served, if applicable, and the dates of service and a
18 description of services provided on each occasion. These records and any other documents pertaining
19 in whole or in part to this Agreement shall be clearly identified and readily accessible.

20 **32. SINGLE AUDIT CLAUSE**

21 If SUBRECIPIENT expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more
22 in Federal and Federal flow-through monies annually, SUBRECIPIENT agrees to conduct an annual
23 audit in accordance with the requirements of the Single Audit Standards as set forth in Office of
24 Management and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200. SUBRECIPIENT
25 shall submit said audit and management letter to COUNTY. The audit must include a statement of
26 findings or a statement that there were no findings. If there were negative findings, SUBRECIPIENT
27 must include a corrective action signed by an authorized individual. SUBRECIPIENT agrees to take
28 action to correct any material non-compliance or weakness found as a result of such audit. Such audit

1 shall be delivered to COUNTY's DSS, Administration, for review within nine (9) months of the end of any
2 fiscal year in which funds were expended and/or received for the program. Failure to perform the
3 requisite audit functions as required by this Agreement may result in COUNTY performing the necessary
4 audit tasks, or at COUNTY's option, contracting with a public accountant to perform said audit, or, may
5 result in the inability of COUNTY to enter into future agreements with SUBRECIPIENT. All audit costs
6 related to this Agreement are the sole responsibility of SUBRECIPIENT.

7 A. A single audit report is not applicable if all SUBRECIPIENT's Federal contracts do
8 not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or SUBRECIPIENT's
9 funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must be
10 performed and a program audit report with management letter shall be submitted by SUBRECIPIENT to
11 COUNTY as a minimum requirement to attest to SUBRECIPIENT's solvency. Said audit report shall be
12 delivered to COUNTY's DSS, Administration, for review no later than nine (9) months after the close of
13 the fiscal year in which the funds supplied through this Agreement are expended. Failure to comply with
14 this Act may result in COUNTY performing the necessary audit tasks or contracting with a qualified
15 accountant to perform said audit. All audit costs related to this Agreement are the sole responsibility of
16 SUBRECIPIENT who agrees to take corrective action to eliminate any material noncompliance or
17 weakness found as a result of such audit. Audit work performed by COUNTY under this paragraph shall
18 be billed to the SUBRECIPIENT at COUNTY cost, as determined by COUNTY's Auditor-
19 Controller/Treasurer-Tax Collector.

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

25 **33. AUDITS AND INSPECTIONS**

26 The SUBRECIPIENT shall at any time during business hours, and as often as the COUNTY may
27 deem necessary, make available to the COUNTY for examination all of its records and data with respect
28 to the matters covered by this Agreement. The SUBRECIPIENT shall, upon request by the COUNTY,

1 permit the COUNTY to audit and inspect all of such records and data necessary to ensure
2 SUBRECIPIENT'S compliance with the terms of this Agreement.

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

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

16 **34. SUBRECIPIENT'S NAME CHANGE**

17 An amendment, assignment, or new agreement is required to change the name of
18 SUBRECIPIENT as listed on this Agreement. Upon receipt of legal documentation of the name change
19 COUNTY will process the agreement. Payment of invoices presented with a new name cannot be paid
20 prior to approval of said agreement.

21 **35. PROPERTY OF COUNTY**

22 Any use of COUNTY funds provided under this Agreement, as specified in Exhibit B, for the
23 purchase of computer hardware, software, and printers must be approved by COUNTY prior to
24 purchase and must meet COUNTY specifications. SUBRECIPIENT agrees to take reasonable and
25 prudent steps to ensure the security of any and all said hardware and software provided to it by
26 COUNTY under this Agreement, and to maintain replacement-value insurance coverages on said
27 hardware and software approved by COUNTY.

28 In addition, all purchases over Five Thousand and No/100 Dollars (\$5,000.00) made during the

1 life of this Agreement shall be identified as fixed assets with an assigned COUNTY Accounting Inventory
2 Number. These fixed assets shall be retained by COUNTY, as COUNTY property, in the event this
3 Agreement is terminated or upon expiration of this Agreement. The SUBRECIPIENT agrees to
4 participate in an annual inventory of all COUNTY fixed assets and shall be physically present when fixed
5 assets are returned to COUNTY possession at the termination or expiration of this Agreement.
6 SUBRECIPIENT is responsible for returning to COUNTY all COUNTY owned fixed assets upon the
7 expiration or termination of this Agreement.

8 **36. PUBLIC INFORMATION**

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

11 **37. NOTICES**

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

14 COUNTY

15 Director of Social Services
16 County of Fresno
17 P.O. Box 1912
18 Fresno, CA 93718-1912

SUBRECIPIENT

Chief Executive Officer
Fresno Economic Opportunities
Commission
1920 Mariposa Street, Suite 300
Fresno, CA 93721

19 All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this
20 Agreement must be in writing and delivered either by personal service, by first-class United States mail, or
21 by an overnight commercial courier service. A notice delivered by personal service is effective upon
22 service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY
23 business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice
24 delivered by an overnight commercial courier service is effective one COUNTY business day after deposit
25 with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next
26 day delivery, addressed to the recipient. For all claims arising out of or related to this Agreement, nothing in
27 this section establishes, waives, or modifies any claims presentation requirements or procedures provided
28 by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government

1 Code, beginning with section 810).

2 **38. CHANGE OF LEADERSHIP/MANAGEMENT**

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

9 **39. ELECTRONIC SIGNATURE**

10 The parties agree that this Agreement may be executed by electronic signature as provided in
11 this section. An "electronic signature" means any symbol or process intended by an individual signing
12 this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed
13 version of an original handwritten signature; or (3) an electronically scanned and transmitted (for
14 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to
15 this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing
16 this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or
17 judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of
18 that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
19 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,
20 beginning with section 1633.1). Each party using a digital signature represents that it has undertaken
21 and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
22 through (5), and agrees that each other party may rely upon that representation. This Agreement is not
23 conditioned upon the parties conducting the transactions under it by electronic means and either party
24 may sign this Agreement with an original handwritten signature.

25 **40. GOVERNING LAW**

26 Venue for any action arising out of or related to this Agreement shall only be in Fresno County,
27 California. The rights and obligations of the parties and all interpretation and performance of this
28 Agreement shall be governed in all respects by the laws of the State of California.

1 **41. DISPUTES**

2 In the event of any dispute, claim, question, or disagreement arising from or relating to this
3 agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute,
4 claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good
5 faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to
6 both parties. During this time, the parties will continue meeting their contract responsibilities. If the
7 parties do not reach such solution within a period of 60 days, then the parties may take whatever action
8 is available to them by law.

9 **42. SEVERABILITY**

10 If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or
11 otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make
12 best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable
13 terms intended to accomplish the parties' original intent.

14 **43. ENTIRE AGREEMENT**

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

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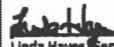
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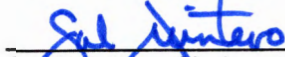
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement between County and Fresno Economic Opportunities Commission as of the day and year first hereinabove written.

SUBRECIPIENT:

COUNTY OF FRESNO


Linda Hayes (Sep 21, 2023 11:04 PDT)


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

Print Name: Linda Hayes

Title: Board Chair
Chairman of the Board, or
President, or any Vice President

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



Print Name: Emilia Reyes

By: 
Deputy

Title: Chief Executive Officer
Secretary (of Corporation), or
any Assistant Secretary, or
Chief Financial Officer, or
any Assistant Treasurer

Mailing Address:

1920 Mariposa Street, Suite 300
Fresno, CA 93721

Contact: Emilia Reyes, Chief Executive Officer
Phone No: (559) 263-1000

FOR ACCOUNTING USE ONLY:

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

SCOPE OF SERVICES

ORGANIZATION: Fresno Economic Opportunities Commission

SERVICES: Education, Training, and Outreach Services

SERVICE ADDRESS: 1805 E. California Avenue
Fresno, CA 93706

TELEPHONE: (559) 263-8910

CONTACT: Leah Struck, Program Coordinator

EMAIL: leah.struck@fresnoeoc.org

SUMMARY OF SERVICES

The Fresno County Department of Social Services (DSS) purchased 200 iPads using grant funding received from the California Department of Aging (CDA) for the Access to Technology (ATT) program. Through this agreement, the Fresno Economic Opportunities Commission (EOC) will provide three primary services to combat isolation and increase ATT program participants' confidence and empowerment:

1. Assist program participants to access affordable and effective high-speed internet:
 - a. Arrange for broadband internet access for adults and adults with disabilities for up to 24 months for the iPads provided to participants.
 - b. Work with participants to develop a sustainability plan if they want to continue affordable access to high-speed internet beyond the timeframe of this project.
2. Provide education, training, and ongoing technical support. Depending on participant's need, EOC shall provide in-person, online, or telephone education and training including one-on-one or in-person home visits when requested. Training and assistance includes but should not be limited to:
 - a. Device setup and basic navigation
 - b. Education about online scam prevention and cybersecurity
 - c. Assist participants to use applications for needed services or supports such as telehealth, transportation, nutrition, exercise, and long-term support
 - d. Help participants reduce isolation by accessing online events, friends, and family

- e. Learning how technology can be used for fun and learning by accessing activities and events such as music, games, libraries, book clubs, comedy, classes, interactive discussions, or movies
 - f. Bilingual staff or use of interpreters to engage participants who speak languages other than English, at no cost to the participant
3. Ensure digital equity:
- a. EOC will conduct outreach to ensure participation among underrepresented and isolated groups such as non-English speaking individuals, long-term care residents, geographically isolated and rural residents, and lower income persons who cannot afford to purchase technology

TARGET POPULATION

EOC will receive referrals from DSS staff for In-Home Supportive Services (IHSS), Adult Protective Services (APS), and other Adult Services clients believed to meet State-approved criteria and will determine those who are eligible based on the following criteria:

Eligible clients must meet four of the following criteria:

- 1. Be at least 60 years of age or have a permanent disability and reside in Fresno County, and
- 2. Be a new or existing IHSS or Adult Services client, and
- 3. Do not own or have consistent access to a computer or tablet capable of internet connection and/or accessibility to current relevant applications (apps), and
- 4. Must have at least one of the following risk factors:
 - a. Live alone
 - b. Live in a residential care facility or assisted living facility
 - c. Homebound due to health reasons
 - d. Have mobility issues and/or a functional disability

Changes to this criteria may be made with the approval of the CDA should it be determined to be too stringent and not allow for maximum client participation.

SUBRECIPIENT RESPONSIBILITIES

- 1. Attend contract meetings coordinated by DSS.
- 2. Complete and submit monthly activity reports in a manner determined by DSS. Reported data shall include but not be limited to number of clients served, types of services provided, translation/interpreter services provided, outreach conducted, etc.

3. Conduct client surveys and questionnaires for CDA reporting purposes.
4. Obtain written DSS approval before any equipment purchase of more than \$5,000.

DSS RESPONSIBILITIES

1. Provide 200 iPads and protective cases for distribution to participants.
2. Provide referrals of DSS clients who appear to meet eligibility criteria.
3. Coordinate monthly contract meetings between DSS and EOC staff; meeting frequency can be changed if needed.

OUTCOMES

Outcome to be Reported	Outcome Indicator
1. 200 iPads will be distributed to eligible participants.	1. Monthly activity reports detailing services provided.
1. Participants will be satisfied with services provided by vendor.	1. 90% of participants will report satisfaction with staff and services.
1. Participants will have an increased knowledge of online navigation and iPad use.	1. 75% of participants will demonstrate an increase in knowledge as measured by pre and post surveys.

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
NAME OF ORGANIZATION: Fresno Economic Opportunities Commission		
NAME OF PROJECT: Access to Technology Program		
BUDGET SUMMARY - Upon Execution - September 30, 2024		
Budget Categories	Account Number	TOTAL BUDGET
<u>SALARIES & BENEFITS</u>		
Personnel Salaries	0100	\$258,056
Payroll Taxes	0150	\$22,451
Benefits	0200	\$98,160
Subtotal.....		\$378,667
<u>SERVICES & SUPPLIES</u>		Budgeted Amount
Insurance	0250	\$ 2,000
Communications	0300	\$ 3,300
Office Expense	0350	\$ 6,000
Equipment	0400	\$ 8,550
Facilities	0450	\$ 29,563
Travel Costs	0500	\$ -
Program Supplies	0550	\$ 263,741
Consultancy/Subcontracts	0600	\$ 22,868
Fiscal & Audits	0650	\$ -
Training	0660	\$ 350
Indirect Costs	0700	\$ 71,504
Subtotal.....		\$ 407,876
TOTAL (Salaries/Benefits & Services/Supplies)		\$786,543

BUDGET EXPENSE CATEGORY DESCRIPTIONS
Fresno Economic Opportunities Commission - Access to Technology
Upon Execution - September 30, 2024

			BUDGET	OUTREACH ALLOTMENT	TRAINING ALLOTMENT
			786,543	500,000	286,543
SALARIES & BENEFITS					
	Program Coordinator	0.20	13,884	6,942	6,942
	Assistant Director	0.05	4,359	2,180	2,180
	Lead Facilitator 75% Outreach client	1.00	44,550	11,138	33,413
	Facilitator	1.00	42,488		42,488
	Facilitator	1.00	42,488		42,488
	Program Assistant 50/50	1.00	25,311	12,656	12,656
	Outreach Client Services	1.00	42,488	42,488	
	Outreach Client Services	1.00	42,488	42,488	
Subtotal		6.25	258,056	117,891	140,166
	Payroll Taxes		22,451	8,647	13,804
	Benefits		98,160	40,732	57,428
INSURANCE					
	Insurance Total (\$200/per month x 10)		2,000	1,000	1,000
COMMUNICATIONS					
	Telephone - \$55/mo x 6 staff x 10 months		3,300	1,650	1,650
OFFICE EXPENSE					
	Office supplies		6,000	3,000	3,000
EQUIPMENT					
	Three portable printers for enrollment and ink supplies		750	750	
	Surface pro with case and mouse for 6 Staff Trainer and outreach staff \$1300		7,800	3,900	3,900
FACILITIES					
	Office Space Cost - \$3/sq.ft x 157.67 sq.ft/per fte x 6.25 fte		29,563	14,782	14,782
PROGRAM SUPPLIES					
	Educational materials and necessary supplies to engage individuals in completing workshops and classes		5,721		5,721
	Client Hot Spot devices for rural internet connection		6,000	6,000	
	Client high speed quality internet service		244,020	244,020	
	Outreach; printing, media, randed		8,000	8,000	
CONSULTANCY/SUBCONTRACTS					
	Interpreter Services		22,868	4,000	18,868
TRAINING					
	Staff Screening back ground checks		350	175	175
INDIRECT COSTS					
	10% of Operating Expense		71,504	45,455	26,049
BUDGET TOTALS			786,543	500,000	286,543

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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

NOTICE OF CHILD ABUSE REPORTING LAW

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

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

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

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

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

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

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

SIGNATURE

DATE