

**AGREEMENT**

THIS AGREEMENT is made and entered into this 13th day of July, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and FRESNO ECONOMIC OPPORTUNITY COMMISSION, a California corporation, whose address is 1920 Mariposa Street, Suite 300, Fresno, CA 93721, hereinafter referred to as "SUBRECIPIENT".

**WITNESSETH**

WHEREAS, the California Department of Housing and Community Development (HCD) allocated funding to the COUNTY for the support of housing navigators to assist young adults aged 18 years to 21 years secure and maintain housing, with priority given to young adults in the foster care system; and

WHEREAS, HCD has allocated funding to the COUNTY for the support of transitional housing services to assist young adults ages 18 to 25 secure and maintain housing, with priority given to young adults formerly in the foster care or probation systems; and

WHEREAS, Fresno Economic Opportunity Commission (EOC), a provider of services to community college students through the Housing Opportunities Promote Education (HOPE) program at Fresno City College (FCC), represents that it can provide housing navigators and transitional housing services to assist young adults to secure and maintain housing and prevent young adults from becoming homeless, with an emphasis on young adults formerly in the foster care or probation systems.

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

**1. SERVICES**

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 services and activities pursuant to the staffing patterns and program expenses detailed in Exhibit B, Program Budget, attached hereto and incorporated herein by this reference.

**2. TERM**

The term of this Agreement shall commence on July 13, 2021 through and including June 30,

1 2022. This Agreement may be extended for one (1) additional consecutive twelve (12) month period  
2 upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve  
3 (12) month extension period. The COUNTY's DSS Director or his or her designee is authorized to  
4 execute such written approval on behalf of COUNTY based on SUBRECIPIENT's satisfactory  
5 performance.

6 **3. TERMINATION**

7 A. Non-Allocation of Funds

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

12 B. Breach of Contract

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

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

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

26 C. Without Cause

27 Under circumstances other than those set forth above, this Agreement may be  
28 terminated by SUBRECIPIENT or COUNTY or COUNTY's Department of Social Services Director, or

1 designee, upon the giving of thirty (30) days advance written notice of an intention to terminate.

2 **4. COMPENSATION**

3 For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to pay  
4 SUBRECIPIENT and SUBRECIPIENT agrees to receive compensation in accordance with Exhibit B,  
5 Budget. Mandated travel shall be reimbursed based on actual expenditures and mileage reimbursement  
6 shall be at SUBRECIPIENT's adopted rate per mile, not to exceed the IRS published rate. Payment  
7 shall be made upon certification or other proof satisfactory to COUNTY's DSS that services have  
8 actually been performed by SUBRECIPIENT as specified in this Agreement.

9 In no event shall the cumulative total of this Agreement exceed Three Hundred Thirty-Eight  
10 Thousand Six Hundred Ninety and 00/100 Dollars (\$338,690.00). For the period July 13, 2021 through  
11 June 30, 2022, in no event shall services performed under this Agreement be in excess of Two  
12 Hundred Thirty-Four Thousand Two Hundred Ninety and 00/100 Dollars (\$234,290.00). Should the  
13 term of this Agreement be extended for an additional year, in no event shall services performed under  
14 this Agreement be in excess of One Hundred Four Thousand Four Hundred and 00/100 Dollars  
15 (\$104,400.00) for the period July 1, 2022 through June 30, 2023.

16 All final claims shall be submitted by SUBRECIPIENT within (60) days following the final month  
17 of service. No action shall be taken by COUNTY on claims submitted beyond the sixty (60) day  
18 closeout period. Any compensation which is not expended by SUBRECIPIENT pursuant to the terms  
19 and conditions of this Agreement shall automatically revert to COUNTY.

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

1 of time of the State Controller's delay of payment to COUNTY plus forty-five (45) days.

2 **5. INVOICING**

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

5 DSSInvoices@fresnocountyca.gov. Payments by COUNTY's DSS shall be in arrears for actual  
6 services provided during the preceding month, within forty-five (45) days after receipt, verification, and  
7 approval of SUBRECIPIENT's invoices by COUNTY's DSS. A monthly activity report shall accompany  
8 the invoice, reflecting services supported by the invoiced expenditures and be in a form and in such  
9 detail as acceptable to the COUNTY's DSS.

10 At the discretion of COUNTY's DSS Director or his/her designee, if an invoice is incorrect or is  
11 otherwise not in proper form or detail, COUNTY's Director or his/her designee shall have the right to  
12 withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days  
13 prior written notice or email correspondence to SUBRECIPIENT. SUBRECIPIENT agrees to continue to  
14 provide services for a period of ninety (90) days after written or email notification of an incorrect or  
15 improper invoice. If after the ninety (90) day period the invoice has still not been corrected to  
16 COUNTY's DSS satisfaction, COUNTY or COUNTY's DSS Director or his/her designee may elect to  
17 terminate this Agreement, pursuant to the termination provisions stated in Section Three (3) of this  
18 Agreement. In addition, for invoices received ninety (90) days after the expiration of each term of this  
19 Agreement or termination of this Agreement, at the discretion of COUNTY's DSS Director or his/her  
20 designee, COUNTY's DSS shall have the right to deny payment of any additional invoices received.

21 **6. MODIFICATION**

22 A. Any matters of this Agreement may be modified from time to time by the written  
23 consent of SUBRECIPIENT and COUNTY without, in any way, affecting the remainder.

24 B. Notwithstanding the above, changes to line items in the budget, Exhibit B, that do  
25 not exceed ten percent (10%) of the maximum compensation payable to the SUBRECIPIENT, may be  
26 made with the written approval of COUNTY's Department of Social Services Director, or designee, and  
27 SUBRECIPIENT. Said budget line item changes shall not result in any change to the maximum  
28 compensation amount payable to SUBRECIPIENT, as stated herein.

1 C. SUBRECIPIENT hereby agrees that changes to the compensation under this  
2 Agreement may be necessitated by a reduction in funding from State or Federal sources.  
3 SUBRECIPIENT further understands that this Agreement is subject to any restrictions, limitations, or  
4 enactments of all legislative bodies which affect the provisions, term, or funding of this Agreement in  
5 any manner.

6 **7. INDEPENDENT CONTRACTOR**

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

16 SUBRECIPIENT and COUNTY shall comply with all applicable provisions of law and the rules  
17 and regulations, if any, of government authorities having jurisdiction over matters which are directly or  
18 indirectly the subject of this Agreement.

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

27 **8. HOLD HARMLESS**

28 SUBRECIPIENT agrees to indemnify, save, hold harmless, and at COUNTY's request, defend

1 the COUNTY, its officers, agents, and employees from any and all costs and expenses, including  
2 attorney's fees and court costs, damages, liabilities, claims, and losses occurring or resulting to  
3 COUNTY in connection with the performance, or failure to perform, by SUBRECIPIENT, its officers,  
4 agents, and/or employees under this Agreement, and from any and all costs and expenses, including  
5 attorney's fees and court costs, damages, liabilities, claims, and losses occurring or resulting to any  
6 person, firm, or corporation who may be injured or damaged by the performance, or failure to perform,  
7 of SUBRECIPIENT, its officers, agents, and/or employees under this Agreement.

8 The provisions of this Section 8 shall survive termination of this Agreement.

9 **9. INSURANCE**

10 Without limiting the COUNTY's right to obtain indemnification from SUBRECIPIENT or any third  
11 parties, and until such required insurance coverages, stated below, are available or in place by  
12 SUBRECIPIENT, the following requirements will be in force. SUBRECIPIENT, at its sole expense, shall  
13 maintain in full force and effect, the following insurance policies, or a program of self-insurance,  
14 including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA)  
15 throughout the term of this Agreement:

16 A. Commercial General Liability

17 Commercial General Liability Insurance with limits of not less than Two Million Dollars  
18 (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy  
19 shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
20 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire,  
21 legal liability, or any other liability insurance deemed necessary because of the nature of this contract.

22 B. Automobile Liability

23 Comprehensive Automobile Liability Insurance with limits of not less than One Million  
24 Dollars (\$1,000,000) per accident for bodily injury and for property damages. Coverage should include  
25 any auto used in connection with this Agreement. Coverage should include owned and non-owned  
26 vehicles used in connection with this Agreement.

27 C. Professional Liability

28 If SUBRECIPIENT employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,

1 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million  
2 Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual aggregate.

3 D. Worker's Compensation

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

6 E. Additional Requirements Relating to Insurance

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

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

20 Within Thirty (30) days from the date SUBRECIPIENT signs and executes this  
21 Agreement, SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above  
22 for all of the foregoing policies, as required herein, to [DSSContractInsurance@fresnocountyca.gov](mailto:DSSContractInsurance@fresnocountyca.gov) or to  
23 the County of Fresno, P.O. Box 1912, Fresno, CA 93718-1219, Attention: Contract Analyst, stating that  
24 such insurance coverage have been obtained and are in full force; that the County of Fresno, its  
25 officers, agents and employees will not be responsible for any premiums on the policies; that such  
26 Commercial General Liability insurance names the County of Fresno, its officers, agents and  
27 employees, individually and collectively, as additional insured, but only insofar as the operations under  
28 this Agreement are concerned; that such coverage for additional insured shall apply as primary

1 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and  
2 employees, shall be excess only and not contributing with insurance provided under SUBRECIPIENT's  
3 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty  
4 (30) days advance, written notice given to COUNTY .

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

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

11 **10. SUBCONTRACTS**

12 SUBRECIPIENT shall obtain written approval from COUNTY or COUNTY's DSS Director, or  
13 designee before subcontracting any of the services delivered under this Agreement. SUBRECIPIENT  
14 shall insure that any transferee, assignee, or subcontractor will be subject to all applicable provisions of  
15 this Agreement, and all applicable State and Federal regulations. SUBRECIPIENT shall be held  
16 primarily responsible by COUNTY for the performance of any transferee, assignee or subcontractor  
17 unless otherwise expressly agreed to in writing by COUNTY. The use of subcontractor by  
18 SUBRECIPIENT shall not entitle SUBRECIPIENT to any additional compensation than is provided for  
19 under this Agreement.

20 **11. CONFLICT OF INTEREST**

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

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

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

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

13           **13. NON-DISCRIMINATION**

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

19           **14. RECRUITMENT OF EMPLOYEES AND SERVICES TO CLIENTS**

20           SUBRECIPIENT shall ensure that its employment recruitment efforts, including administrative  
21 and professional staff positions, are carried out so as to adequately reflect the cultural and ethnic  
22 diversity of the population of Fresno County. SUBRECIPIENT shall use their best efforts to serve all  
23 cultural and ethnic groups residing in Fresno County. SUBRECIPIENT's employment efforts will be  
24 monitored by COUNTY at periodic intervals.

25           **15. LIMITED ENGLISH PROFICIENCY**

26           SUBRECIPIENT shall provide interpreting and translation services to persons participating in  
27 SUBRECIPIENT's services who have limited or no English language proficiency, including services to  
28 persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to

1 allow such participants meaningful access to the programs, services and benefits provided by  
2 SUBRECIPIENT. Interpreter and translation services, including translation of SUBRECIPIENT's "vital  
3 documents" (those documents that contain information that is critical for accessing SUBRECIPIENT's  
4 services or are required by law) shall be provided to participants at no cost to the participant.  
5 SUBRECIPIENT shall ensure that any employees, agents, subcontractor, or partners who interpret or  
6 translate for a program participant, or who directly communicate with a program participant in a  
7 language other than English, demonstrate proficiency in the participant's language and can effectively  
8 communicate any specialized terms and concepts peculiar to SUBRECIPIENT's services.

9 **16. CONFIDENTIALITY**

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

13 **17. CLEAN AIR AND WATER**

14 In the event the funding under this Agreement exceeds One Hundred Thousand and No/100  
15 Dollars (\$100,000.00), SUBRECIPIENT shall comply with all applicable standards, orders or  
16 requirements issued under the Clean Air Act contained in 42 U.S. Code 7601 et seq; the Clean Water  
17 Act contained in 33 U.S. Code 1368 et seq.; and any standards, laws and regulations, promulgated  
18 thereunder. Under these laws and regulations, SUBRECIPIENTS shall assure:

19 A. No facility shall be utilized in the performance of this Agreement that has been  
20 listed on the Environmental Protection Agency (EPA) list of Violating Facilities.

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

25 C. COUNTY and U.S. EPA shall be notified about any known violation of the above  
26 laws.

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

28 For purposes of this paragraph, SUBRECIPIENT will be referred to as the "grantee". By drawing

1 funds against this grant award, the grantee is providing the certification that is required by regulations  
2 implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations  
3 require certification by grantees that they will maintain a drug-free workplace. False certification or  
4 violation of the certification shall be grounds for suspension of payments, suspension or termination of  
5 grants, or government wide suspension or debarment. SUBRECIPIENT shall also comply with the  
6 requirements of the Drug-Free Workplace Act of 1990 (California Government Code section 8350 et  
7 seq.)

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

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

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

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

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

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

1           **20. GRIEVANCES**

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

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. STATE ENERGY CONSERVATION**

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

16           **23. POLITICAL ACTIVITY**

17           None of the funds, materials, property, or services provided directly or indirectly under this  
18 Agreement shall be used for any political activity, or to further the election or defeat of any candidate for  
19 public office.

20           **24. FRATERNIZATION**

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

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

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

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

28           COUNTY, its officers, consultants, subcontractors, agents, and employees shall comply with all

1 applicable State, Federal and local laws and regulations governing projects that utilize State Funds.

2 **27. RECORDS**

3 A. Record Establishment and Maintenance

4 SUBRECIPIENT shall establish and maintain records in accordance with those  
5 requirements prescribed by COUNTY, with respect to all matters covered by this Agreement.

6 SUBRECIPIENT shall retain all fiscal books, account records and client files for services performed  
7 under this Agreement for at least three (3) years from date of final payment under this Agreement or  
8 until all State and Federal audits are completed for that fiscal year, whichever is later.

9 B. Cost Documentation

10 1) SUBRECIPIENT shall submit to COUNTY within fifteen (15) calendar days  
11 following the end of each month, all fiscal and program reports for that month. SUBRECIPIENT shall  
12 also furnish to COUNTY such statements, records, data, and information as COUNTY may request  
13 pertaining to matters covered by this Agreement. In the event that SUBRECIPIENT fail to provide  
14 reports as provided herein, it shall be deemed sufficient cause for COUNTY to withhold payments until  
15 compliance is established.

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

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

26 C. Service Documentation

27 SUBRECIPIENT agree to maintain records to verify services under this Agreement  
28 including names and addresses of clients served, the dates of service and a description of services

1 provided on each occasion. These records and any other documents pertaining in whole or in part to  
2 this Agreement shall be clearly identified and readily accessible.

3 D. Use of Data

4 SUBRECIPIENT shall grant to COUNTY and the United States Department Health and  
5 Human Services the royalty-free, nonexclusive and irrevocable license throughout the world to publish,  
6 translate, reproduce, deliver, perform, dispose of, duplicate, use, disclose in any manner and for any  
7 purpose whatsoever and to authorize others to do so, all subject data now or hereafter covered by  
8 copyright. However, with respect to subject data not originated in the performance of this Agreement,  
9 such license shall be only to the extent that SUBRECIPIENT have the right to grant such licenses  
10 without becoming liable to pay any compensation to others because of such grants. SUBRECIPIENT  
11 shall exert all reasonable effort to advise COUNTY at time of delivery of subject data furnished under  
12 this Agreement, of all possible invasions of the right of privacy therein contained, and of all portions of  
13 such subject data copied from work not composed or produced in the performance of this Agreement  
14 and not licensed under this provision.

15 As used in this clause, the term "Subject Data" means writing, sound recordings, pictorial  
16 reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams,  
17 work flow charts, equipment descriptions, data files and data processing of computer programs, and  
18 works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or  
19 developed under this Agreement. The term does not include financial reports, cost analyses and similar  
20 information incidental to contract administration.

21 SUBRECIPIENT shall report to COUNTY promptly and in written detail, each notice of  
22 claim of copyright infringement received by SUBRECIPIENT with respect to all subject data delivered  
23 under this Agreement. SUBRECIPIENT shall not affix any restrictive markings upon any data. If  
24 markings are affixed, COUNTY shall have the right at any time to modify, remove, obliterate, or ignore  
25 such markings.

26 COUNTY shall have access to any report, preliminary findings or data assembled by  
27 SUBRECIPIENT under this Agreement. In addition, SUBRECIPIENT must receive written permission  
28 from COUNTY prior to publication of any materials developed under this Agreement and file with

COUNTY a copy of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Agreement prior to publication.

**28. INDEPENDENT AUDIT**

A. COUNTY reserves the right to perform or cause to be performed a financial audit. At COUNTY's request, the SUBRECIPIENT shall provide, at its own expense, a financial audit prepared by a certified public accountant. Administrative funds may be used to fund this expense.

1) If a financial audit is required by COUNTY, the audit shall be performed by an independent certified public accountant.

2) The SUBRECIPIENT shall notify COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by COUNTY and State representatives to the independent auditor's working papers.

3) The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.

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

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

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

**29. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

To the extent necessary to prevent disallowance of reimbursement under section 1861 (v) (1) (1) (I) of the Social Security Act, (42 U.S.C § 1395x, subd. (v)(1)[I]), until the expiration of four (4) years after the furnishing of services under this Agreement, SUBRECIPIENT shall make available, upon

1 written request to the Secretary of the United States Department of Health and Human Services, or  
2 upon request to the Comptroller General of the United States General Accounting Office, or any of their  
3 duly authorized representatives, a copy of this Agreement and such books, documents, and records as  
4 are necessary to certify the nature and extent of the costs of these services provided by  
5 SUBRECIPIENT under this Agreement. SUBRECIPIENT further agree that in the event  
6 SUBRECIPIENT carries out any of their duties under this Agreement through a subcontract, with a  
7 value or cost of Ten Thousand and No/100 Dollars (\$10,000) or more over a twelve (12) month period,  
8 with a related organization, such agreement shall contain a clause to the effect that until the expiration  
9 of four (4) years after the furnishing of such services pursuant to such subcontract, the related  
10 organizations shall make available, upon written request to the Secretary of the United States General  
11 Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such  
12 books, documents, and records of such organization as are necessary to verify the nature and extent of  
13 such costs and regulations.

14 **30. CHILD ABUSE REPORTING**

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

23 **31. PROPERTY OF COUNTY**

24 All purchases over Five Thousand and No/100 Dollars (\$5,000.00) made during the life of this  
25 Agreement shall be identified as fixed assets with an assigned COUNTY Accounting Inventory Number.  
26 These fixed assets shall be retained by COUNTY, as COUNTY property, in the event this Agreement is  
27 terminated or upon expiration of this Agreement. The SUBRECIPIENT agrees to participate in an  
28 annual inventory of all COUNTY fixed assets and shall be physically present when fixed assets are



1 returned to COUNTY possession at the termination or expiration of this Agreement.

2 **32. AUDITS AND INSPECTIONS**

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

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

11 **33. NOTICES**

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

14	<u>County</u>	<u>SUBRECIPIENT</u>
15	County of Fresno	Fresno Economic Opportunity Commission
16	Director, Department of Social Services	CEO, Emilia Reyes
17	205 W. Pontiac Way, Building 2	1920 Mariposa Street, Suite 300,
18	Clovis CA 93612	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,  
21 by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered  
22 by personal service is effective upon service to the recipient. A notice delivered by first-class United  
23 States mail is effective three COUNTY business days after deposit in the United States mail, postage  
24 prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is  
25 effective one COUNTY business day after deposit with the overnight commercial courier service,  
26 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A  
27 notice delivered by telephonic facsimile is effective when transmission to the recipient is completed  
28 (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

1 Agreement, nothing in this section establishes, waives, or modifies any claims presentation  
2 requirements or procedures provided by law, including but not limited to the Government Claims Act  
3 (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

4 **34. CHANGE OF LEADERSHIP/MANAGEMENT**

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

11 **35. GOVERNING LAW**

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

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

16 **36. SEVERABILITY**

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

19 **37. ELECTRONIC SIGNATURE**

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

1 Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a  
2 digital signature represents that it has undertaken and satisfied the requirements of Government Code  
3 section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon  
4 that representation. This Agreement is not conditioned upon the parties conducting the transactions under it  
5 by electronic means and either party may sign this Agreement with an original handwritten signature.

6 **38. ENTIRE AGREEMENT**

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

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

3  
4 **Fresno Economic Opportunities Commission**

**COUNTY OF FRESNO**

5 By: *Linda R. Hayes*

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

6 Print Name: Linda Hayes

7 Title: Board Chair  
8 Chairman of the Board, or President, or any  
9 Vice-President

**ATTEST:**

10 By: *Emilia Reyes*

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

11 Print Name: Emilia Reyes

12 Title: Chief Executive Officer  
13 Secretary (of Corporation), or any Assistant  
14 Secretary, or Chief Financial Officer, or Any  
15 Assistant Treasurer

By: *Jusei Cruz, Deputy*

16  
17  
18 Mailing Address:  
19 1900 Mariposa Mall, Suite 117  
20 Fresno, CA 93721  
21 Phone: (559) 263-1344  
22 Contact: Misty Gattie-Blanco, Director

23 FOR ACCOUNTING USE ONLY:

24 Funds/Subclass: 0001/10000  
25 ORG no.: 56107380  
26 Account No.: 7870  
27 Requisition No.:

28 Funds/Subclass: 0001/10000  
ORG no.: 56107390  
Account No.: 7870  
Requisition No.:

## SUMMARY OF SERVICES

ORGANIZATION: FRESNO ECONOMIC OPPORTUNITIES COMMISSION

SERVICES: Homeless Services to Young Adults

ADDRESS: 1920 Mariposa Street, Suite 300, Fresno, CA 93721

TELEPHONE: (559) 442-8200

CONTACT: Misty Gattie-Blanco

EMAIL: [Misty.Gattie-Blanco@fresnoeoc.org](mailto:Misty.Gattie-Blanco@fresnoeoc.org)

CONTRACT TERM: July 13, 2021 through June 30, 2022  
July 1, 2022 through June 30, 2023 (optional)

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### **A. SUMMARY OF SERVICES**

Fresno Economic Opportunities Commission (EOC) will provide services to assist young adults 18-25 to secure and maintain housing, increase gross income, and prevent homelessness. Services will be provided in collaboration with the Fresno City College (FCC) Project Housing Opportunities Promote Education (HOPE) program to FCC students.

Three core services provided through this agreement are:

1. **Housing Navigation** services include case management and housing support to prevent young adults from becoming homeless. Participants will receive intensive case management services that focus on developing a housing plan, locating and placing participants into housing, helping them overcome barriers to attaining permanent housing, monitoring participant progress, and intervening with relevant support, if necessary to ensure participant stability. Housing Navigators will assist participants in securing all documents and services needed to obtain housing, such as personal identification, income verification, applying for housing vacancies, completing supportive and subsidized housing paperwork, and monitoring the application process to completion.

The Housing Navigator shall work with each participant to develop short- and long-term goals for housing stability. Once housed, the Housing Navigator shall work with participants to maintain their residence and increase their housing stability. This may include, based on their needs assessment, referral to an Income Specialist, linkages to programs for literacy, vocational training, or other relevant services referrals.

Housing Navigation services will be available for the initial contract period of July 13, 2021 through June 30, 2022 only.

2. **Income Development** services will assist participants through case management to increase their financial resources through sources such as Federal Work-Study, employment, Extended Foster Care, Supplemental Security Income, and other available programs. Case management services will include assisting participants to identifying employment opportunities, applying for employment, securing necessary documents such as identification and other documentation, monitoring participant

employment progress, and intervening with relevant support to ensure participant success.

The Income Specialist shall work with each participant to prepare short- and long-term objectives for increasing income, achieving self-sufficiency, and securing financial stability. Case management shall include weekly contact with participants to accomplish their income objectives. The focus of case management services will be to assist participants to overcome barriers to self-sufficiency, achieve employment readiness, increase financial literacy, and life skills training in the areas of money management.

3. **Direct Financial Assistance** through rental subsidies to young adults 18-25 will remove immediate barriers to housing for participants who are likely to be rejected by local landlords for lack of income, poor rental or credit history, and lack of security deposit. Direct financial assistance can be used to pay rental housing application fees, rental assistance payments, security deposit equal to no more than 2 months of rent, moving and storage costs, utility deposit when required by the utility company, and utility payment assistance. Those who receive direct financial assistance are required to participate in financial literacy training that teaches self-sufficiency so they can assume rental responsibility.

Participants shall pay a share of cost toward rental assistance, beginning with the first month of assistance and progressing toward full financial responsibility from the participant.

## **B. TARGET POPULATION AND ELIGIBILITY**

Housing Navigation services are available to young adults 18-21, with priority given to those in foster care.

Direct Financial Assistance and Income Development services are available to young adults 18-25, with priority given to those formerly in the foster care or probation systems.

These target populations are based on the eligibility requirements of the associated grants.

## **C. SUBRECIPIENT RESPONSIBILITIES**

- Ensure that services as described above are provided to eligible individuals residing in Fresno County.
- Ensure that Housing Navigators assist a minimum of 40 unduplicated young adults each 12-month term.
  - This includes weekly case management contact until housed, and at least monthly thereafter.
- Ensure that Income Specialist(s) assist a minimum of 40 unduplicated young adults ages 18-25 with Income Development services to increase gross income.
- Provide a minimum of 12 unduplicated young adults 18-25 with direct financial assistance, with priority given to those formerly in the state's foster care or probation systems.
- Engage clients in a linguistically and culturally appropriate manner, including the use of interpreters when needed.
- Provide annual Civil Rights training to staff at the beginning of every calendar year and provide relevant verification to the County of Fresno by April 1.

- Meet with County staff monthly, or as often as needed, for service coordination, problem/issue resolution, information sharing, training, review, and monitoring of services.
- Provide complete and accurate monthly activity reports to the County of Fresno, in a report format approved by the County by the 10<sup>th</sup> of each month.

**D. COUNTY RESPONSIBILITIES**

- Schedule and facilitate meetings monthly, or as often as needed, for problem/issue resolution, information sharing, training, review, and monitoring of services.

**E. REPORTS AND OUTCOMES**

EOC shall meet the following outcomes within each 12-month period:

- A minimum of 75% of youth receiving Housing Navigation services will secure permanent housing within 60 days and maintain housing for at least 6 months after initial placement.
- A minimum of 65% of clients receiving services from an Income Specialist shall increase their gross monthly income by \$400 per month, not including direct financial assistance, within four months of initially receiving Income Specialist services.
- A minimum of 60% of participants receiving Direct Financial Assistance exit to non-subsidized housing within 6 months of initially receiving a financial assistance.

**Budget**

NAME OF ORGANIZATION: Fresno Economic Opportunities Commission  
 SERVICES: Homeless Services to Young Adults  
 CONTRACT TERM: July 13, 2021 - June 30, 2022  
 TERM TOTAL: \$234,290

<b>EXPENDITURES</b>	<b>Amount</b>
<b>Housing Navigators - Case Manager and Housing &amp; Support Specialists (2 FTE)</b>	
Salary, Payroll taxes, Benefits	\$ 129,890
<b>Subtotal</b>	<b>\$ 129,890</b>
<b>Income Specialist - Academic and Career Advisor (1 FTE)</b>	
Salary, Payroll taxes, Benefits	\$ 40,000
<b>Subtotal</b>	<b>\$ 40,000</b>
<b>Direct Financial Assistance</b>	
Security Deposits, Utility Deposits, Rental Assistance, Utility Payments	\$ 42,099
<b>Subtotal</b>	<b>\$ 42,099</b>
<b>Operations Costs</b>	
Insurance, Program Supplies, Office Expenses	\$ 2,956
<b>Subtotal</b>	<b>\$ 2,956</b>
<b>EOC Indirect Cost</b>	
Fresno EOC (9.17%)	\$ 19,345
<b>Subtotal</b>	<b>\$ 19,345</b>
<b>Total</b>	<b>\$ 234,290</b>



**Budget**

NAME OF ORGANIZATION: Fresno Economic Opportunities Commission  
 SERVICES: Homeless Services to Young Adults  
 CONTRACT TERM: July 1, 2022 - June 30, 2023 (Optional)  
 TERM TOTAL: \$104,400

<b>EXPENDITURES</b>	<b>Amount</b>
<b>Income Specialist - Academic and Career Advisor (1 FTE)</b>	
Salary, Payroll taxes, Benefits	\$ 41,233
<b>Subtotal</b>	<b>\$ 41,233</b>
<b>Direct Financial Assistance</b>	
Security Deposits, Utility Deposits, Rental Assistance, Utility Payments	\$ 50,000
<b>Subtotal</b>	<b>\$ 50,000</b>
<b>Operations Costs</b>	
Insurance, Program Supplies, Office Expenses	\$ 4,546
<b>Subtotal</b>	<b>\$ 4,546</b>
<b>EOC Indirect Cost</b>	
Fresno EOC (8.26%)	\$ 8,621
<b>Subtotal</b>	<b>\$ 8,621</b>
<b>Total</b>	<b>\$ 104,400</b>

## 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).

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

**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 emergency shelter care services for COUNTY’s dependent children, requires that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (P.C.) section (§) 11165.9.

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

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

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

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

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

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

Amila Peys  
SIGNATURE

06 / 29 / 2021  
DATE