

AGREEMENT

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3 THIS AGREEMENT is made and entered into this 24 day of May, 2021, by and between the
4 COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as
5 "COUNTY", and Valley Health Team Inc, which operates a number of designated Federally Qualified
6 Health Centers (FQHC) by both the Federal and State Governments, whose address is PO Box 737, San
7 Joaquin, CA 93660, hereinafter referred to as "CONTRACTOR". COUNTY and CONTRACTOR are
8 referred to collectively as "Parties" or "Party" individually in this Agreement.

WITNESSETH:

9
10 WHEREAS, COUNTY, through its Department of Public Health, is in need of temporary vendors to
11 provide on-call COVID vaccine administration teams, including all necessary staffing, to conduct on-call
12 vaccination clinics that will provide vaccination and documentation (using the local immunization registry) to
13 County residents; and

14 WHEREAS, COUNTY and CONTRACTOR entered into an Agreement (COUNTY Agreement No.
15 P-21-023), effective January 22, 2021, whereby CONTRACTOR agreed to provide on-call COVID Vaccine
16 Administration Teams for various Vaccination Events and vaccination services in the amount of \$150,000;
17 and

18 WHEREAS, COUNTY and CONTRACTOR amended Agreement No. P-21-023, effective March 23,
19 2021, increasing the Agreement in the amount of \$49,000 to a maximum of \$199,000; and

20 WHEREAS, effective March 24, 2021, the parties wish to complete the COUNTY Agreement No.
21 P-21-023 and enter into this new Agreement; and

22 WHEREAS, COUNTY anticipates a continuing need for these services throughout 2021 and the
23 first quarter of 2022; and

24 WHEREAS, CONTRACTOR operates multiple Federally Qualified Health Centers and has facilities,
25 equipment and personnel skilled in the provision of vaccination services.

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

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1 1. OBLIGATIONS OF THE CONTRACTOR

2 CONTRACTOR shall perform all services and fulfill all responsibilities identified in Exhibit A ("Scope of
3 Work"), attached hereto and by this reference incorporated herein.

4 In addition to billing COUNTY for services, CONTRACTOR shall also bill patient's private insurance,
5 Medi-Cal, or submit for Federal reimbursement for uninsured patients through the Health Resources and
6 Services Administration's (HRSA) claims reimbursement program for COVID-19 vaccine administration
7 costs.

8 2. OBLIGATIONS OF THE COUNTY

9 COUNTY shall perform all services and fulfill all responsibilities identified in Exhibit A.

10 3. TERM

11 The term of this Agreement shall be for a period of one (1) year, commencing on March 24,
12 2021 through and including March 23, 2022. This Agreement may be extended for one (1) additional
13 consecutive twelve (12) month period upon written approval of both parties no later than thirty (30) days
14 prior to the first day of the next twelve (12) month extension period. The Director of the Department of
15 Public Health or his or her designee is authorized to execute such written approval on behalf of COUNTY
16 based on CONTRACTOR'S satisfactory performance.

17 4. TERMINATION

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

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

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

28 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach

1 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
2 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
3 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
4 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
5 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
6 any such funds upon demand.

7 C. Without Cause - Under circumstances other than those set forth above, this
8 Agreement may be terminated by COUNTY or CONTRACTOR upon the giving of thirty (30) days advance
9 written notice of an intention to terminate to the other Party. In the event of such termination,
10 CONTRACTOR shall be paid for satisfactory services provided prior to the date of termination.

11 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and
12 CONTRACTOR agrees to receive compensation at the rates identified in Exhibit A. CONTRACTOR shall
13 submit monthly invoices to the County of Fresno, Department of Public Health, 6th Floor P.O. Box 11867,
14 Fresno, CA 93775, Attention: Business Office or dphboap@fresnocountyca.gov. The Agreement number
15 must appear on all invoices.

16 In no event shall services performed under this Agreement be in excess of Seven Hundred Thirty
17 Thousand Two Hundred and No/100 Dollars during the term of this Agreement. It is understood that all
18 expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by
19 CONTRACTOR. Invoice terms shall be Net forty-five (45) Days.

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

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

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

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

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

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

22 COUNTY agrees to indemnify, save, hold harmless, and at CONTRACTOR's request
23 defend CONTRACTOR, its officers, agents and employees from any and all claims for damage or other
24 liability, including costs, expenses (including attorney's fees and costs), causes of action, claims or
25 judgements resulting out of or in any way connected with COUNTY's performance or failure to perform by
26 COUNTY, its agents, officers or employees under this Agreement, and from any and all costs and
27 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
28 resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure

1 to perform, of COUNTY, its officers, agents, or employees under this Agreement.

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

6 A. Commercial General Liability

7 Commercial General Liability Insurance with limits of not less than Two Million Dollars
8 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
9 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
10 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
11 liability or any other liability insurance deemed necessary because of the nature of this contract.

12 B. Automobile Liability

13 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
14 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
15 used in connection with this Agreement.

16 C. Professional Liability

17 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
18 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
19 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. .

20 Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of
21 three (3) years following the termination of this Agreement, one or more policies of professional liability
22 insurance with limits of coverage as specified herein.

23 D. Worker's Compensation

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

25 E. Molestation

26 Sexual abuse/molestation Liability Insurance (including but not limited to corporal punishment
27 liability, sexual abuse and molestation liability, and child abduction liability) with limits of not less than One
28 Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This

1 policy shall be issued on a per occurrence basis.

2 Additional Requirements Relating to Insurance

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

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

15 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
16 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
17 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box
18 11867, Fresno, CA 93775, Attention: Contracts Section – 6th Floor, stating that such insurance coverage
19 have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will
20 not be responsible for any premiums on the policies; that such Commercial General Liability insurance
21 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional
22 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for
23 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
24 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance
25 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed
26 without a minimum of thirty (30) days advance, written notice given to COUNTY.

27 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
28 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this

1 Agreement upon the occurrence of such event.

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

5 11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business
6 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination
7 all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR
8 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
9 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

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

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

23 12. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

24 A. COUNTY and CONTRACTOR each consider and represent themselves as covered
25 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-
26 191 (HPAA) and agree to use and disclose protected health information as required by law. COUNTY and
27 CONTRACTOR acknowledge that the exchange of protected health information between them is only for
28 treatment, payment and health care operations or public health surveillance, investigation, or intervention.

1 The HIPAA Privacy Rules creates a special rule for a subset of public health activities
2 whereby HIPAA cannot preempt state law if, "[t]he provision of state law, including state procedures
3 established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth,
4 or death, or for the conduct of public health surveillance, investigation, or intervention." (45 C.F.R. §
5 160.203(c) [HITECH Act, § 13421, sub (a)]).

6 To the extent a disclosure or use of information received under this Agreement may also be
7 considered a disclosure or use of "Protected Health Information" (PHI) of an individual, as that term is
8 defined in § 160.103 of Title 45, Code of Federal Regulation, the following Privacy Rule provisions apply to
9 permit such data disclosure and/or use by COUNTY and CONTRACTOR without the consent or
10 authorization of the individual who is the subject of the PHI:

11 (1)HIPAA cannot preempt state law if, "[t]he provision of state law, including state
12 procedures established under such law, as applicable, provides for the reporting of disease or injury, child
13 abuse, birth, or death, or for the conduct of public health surveillance, investigation, or intervention." (45
14 C.F.R. § 16.203(c) [HITECH Act, § 13421, sub. (a)]):

15 (2)A covered entity may disclose PHI to a "public health authority" carrying out public health
16 activities authorized by law; (45 C.F.R. § 164.512(b).);

17 (3)A covered entity may disclose protected health information to the extent that such use or
18 disclosure is required by law and the use or disclosure complies with and is limited to the relevant
19 requirements of such law." (45 C.F.R. §§ 164.502(a)(1)(vii). 164.512(a)(1).)

20 B. COUNTY and CONTRACTOR intend to protect the privacy and provide for the
21 security of Protected Health Information (PHI) pursuant to this Agreement in compliance with HIPAA, the
22 Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH), and
23 regulations promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA
24 Regulations) and other applicable laws.

25 C. As part of the HIPAA Regulations, the Privacy Rules and the Security Rules require
26 CONTRACTOR to enter into a contract containing specific requirements prior to the disclosure of PHI, as
27 set forth in, but not limited to, Title 45 §§ 164.314(a), 164502(e) and 164.504(e) of the Code of Federal
28 Regulations (CFR).

1 13. NON-DISCRIMINATION: During the performance of this Agreement, CONTRACTOR shall
2 not unlawfully discriminate against any employee or applicant for employment, or recipient of services,
3 because of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
4 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,
5 sexual orientation, military status or veteran status pursuant to all applicable State of California and Federal
6 statutes and regulation.

7 14. SINGLE AUDIT CLAUSE:

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

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

24 15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
25 VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS:

26 A. COUNTY and CONTRACTOR recognize that CONTRACTOR is a recipient of Federal
27 funds under the terms of this Agreement. By signing this Agreement, CONTRACTOR agrees to comply
28 with applicable Federal suspension and department regulations, including but not limited to: 7 CFR 3016.32,

1 29 CFR 97.35, 45 CFR 92.35, and Executive Order 12549. By signing this Agreement, CONTRACTOR
2 attests to the best of its knowledge and belief, that it and its principals:

3 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible,
4 or voluntarily excluded by any Federal department or agency; and

5 2. Shall not knowingly enter into any covered transaction with an entity or person who is
6 proposed for debarment under Federal regulations, debarred, suspended, declared ineligible, or voluntarily
7 excluded from participation in such transaction.

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

11 C. CONTRACTOR shall include a clause titled "Certification Regarding Debarment,
12 Suspension, Ineligibility, and Voluntary Exclusion- Lower Tier Covered Transactions" and similar in nature
13 to this paragraph in all lower tier covered transactions and in all solicitations for lower tier covered
14 transactions.

15 D. CONTRACTOR shall, prior to soliciting or purchasing goods and services in excess of
16 \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and debarment
17 status at <https://sam.gov/SAM/>.

18 16. PROPERTY OF COUNTY: CONTRACTOR agrees to take reasonable and prudent steps to
19 ensure the security of any and all said hardware and software provided to it by COUNTY under this
20 Agreement, to maintain replacement-value insurance coverages on said hardware and software of like kind
21 and quality approved by COUNTY.

22 All purchases over Five Thousand Dollars (\$5,000) made during the life of this Agreement that will
23 outlive the life of this Agreement shall be identified as fixed assets with an assigned Fresno county DPH
24 Accounting Inventory Number. These fixed assets shall be retained by COUNTY, as COUNTY property, in
25 the event this Agreement is terminated or upon expiration of this Agreement. CONTRACTOR agrees to
26 participate in an annual inventory of all COUNTY fixed assets and shall be physically present when fixed
27 assets are returned to COUNTY possession at the termination or expiration of this Agreement.

28 CONTRACTOR is responsible for returning to COUNTY all COUNTY owned fixed assets upon the

1 expiration or termination of this Agreement.

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

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

17 19. CHANGE OF LEADERSHIP/MANAGEMENT: In the event of any change in the status of
18 CONTRACTOR's leadership or management, CONTRACTOR shall provide written notice to COUNTY
19 within thirty (30) days from the date of change. Such notification shall include any new leader or
20 manager's name, address and qualifications. "Leadership or management" shall include any employee,
21 member, or owner of CONTRACTOR who either a) directs individuals providing services pursuant to
22 this Agreement, b) exercises control over the manner in which services are provided, or c) has authority
23 over CONTRACTOR's finances.

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

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1 21. STATE ENERGY CONSERVATION: CONTRACTOR must comply with the mandatory
2 standard and policies relating to energy efficiency, which are contained in the State Energy
3 Conservation Plan issued in compliance with 42 United States (US) Code sections 6321, et. seq.

4 22. CLEAN AIR AND WATER: In the event the funding under this Agreement exceeds One
5 Hundred Thousand and No/100 Dollars (\$100,000), CONTRACTOR shall comply with all applicable
6 standards, orders or requirements issued under the Clean Air Act contained in 42 U.S. Code 7601 et
7 seq; the Clean Water Act contained in U.S. Code 1368 et seq.; and any standards, laws and
8 regulations, promulgated thereunder. Under these laws and regulations, CONTRACTOR shall assure:

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

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

15 C. COUNTY and U.S. EPA shall be notified about any known violation of the above laws
16 and regulations; and,

17 D. This assurance shall be included in every nonexempt subgrant, contract, or subcontract.

18 23. FUNDING: Funding for this Agreement is provided through legislative action for COVID-
19 19 response. Services will be covered using one or more of the following funding sources: the
20 Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding (Pub. L. No. 116-136/ CFDA#
21 21.019), Federal Emergency Management Agency (FEMA) Disaster Grants-Public Assistance Funding
22 (CDFA 97.036),) and/or any other funding made available through legislation.

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

25 COUNTY
26 Director, County of Fresno
27 Department of Public Health
28 P.O. Box 11867
 Fresno, CA 93775

CONTRACTOR
Valley Health Team, Inc
Attn: Soyla A. Reyna-Griffin
PO Box 737
San Joaquin, CA 93660

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

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

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

20 26. DISCLOSURE OF SELF-DEALING TRANSACTIONS:

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

24 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
25 transactions that they are a party to while CONTRACTOR is providing goods or performing services
26 under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR
27 is a party and in which one or more of its directors has a material financial interest. Members of the
28 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and

1 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit B and incorporated
2 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing
3 transaction or immediately thereafter.

4 27. SEVERABILITY: The positions of this Agreement are severable. The invalidity or
5 unenforceability of any one provision in the Agreement shall not affect the other provisions.

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

21 29. ENTIRE AGREEMENT: This Agreement, including all exhibits constitutes the entire
22 agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and
23 supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements,
24 publications, and understanding of any nature whatsoever unless expressly included in this Agreement. In
25 the event of any inconsistency in interpreting the documents which constitute this Agreement, the
26 inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this
27 Agreement (excluding Exhibit "A"; (2) Exhibit "A"

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

3 **CONTRACTOR:**
4 **Valley Health Team, Inc**

COUNTY OF FRESNO:

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7 (Authorized Signature)



Jean M. Rousseau
County Administrative Officer, County of Fresno

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10 Soyla A. Reyna-Griffin
11 Chief Executive Officer
12 Valley Health Team Inc.

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14

(Authorized Signature)



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Derek Hayashi
Chief Financial Officer
Valley Health Team Inc.

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Valley Health Team, Inc.
P.O. Box 737
San Joaquin, CA 93660

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26 FOR ACCOUNTING USE ONLY:

ORG No.: 56201018

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Account No.: 7295

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1 Fund No.: 0001
2 Subclass No.: 10000

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Exhibit A SCOPE OF WORK

The County of Fresno (County) Department of Public Health (DPH) is in need of temporary vendors to provide on-call COVID vaccine administration teams available for vaccination events. Licensed and unlicensed medical staff (Registered Nurses, Licensed Vocational Nurses and Medical Assistants or Certified Nursing Assistants with valid licensure and/or certification in the State of California) and clerical staff will be needed to conduct on-call vaccination clinics that will provide vaccination and documentation through its electronic medical records or the appropriate State system (e.g. MY Turn or Interface from allowed electronic medical record) to County residents. Clinics will be held through employers or through community medical clinic/vaccination events that may be open to the general public.

The vendor will work with County staff to determine the size, date and time of the clinic request. Lead time to clinic scheduling will be 5 days – 4 weeks. The County anticipates 20 to 30 clinics available to all vendors per month, providing services to up to 1,000 patients per clinic. Clinic times will vary as follows:

- Any day of the week, including weekends and evenings.
- Clinic hours will vary from 2 – 8 hours depending on size of event.
- Events may be held inside, outside or as a drive thru.
- Events may be located anywhere within Fresno County.
- Patients served will be dependent on which vaccine is being administered at the event. The Pfizer vaccine is authorized for use in individuals 16 years of age and older. The Moderna and Janssen vaccines are authorized for use in individuals 18 years of age and older. See EUAs issued for each vaccine:
 - Pfizer EUA: <https://www.fda.gov/media/144412/download>
 - Moderna EUA: <https://www.fda.gov/media/144637/download>.
 - Janssen EUA: [Janssen COVID-19 Vaccine EUA Fact Sheet for Recipients and Caregivers \(fda.gov\)](#)
 - Other vaccine requirements may vary. Vendor will be required to adhere to EUA for specific vaccines as additional vaccines are approved by the Food and Drug Administration (FDA).
- Vendor will be required to work with the venue host to determine if the vendor will need to provide tables, chairs, popup tents, etc.
- At County's request, vendor may be required to conduct a similar event at the same venue in order to administer required second doses of vaccine. Arrangements for both events shall be made at the same time. Timing of the second event will depend on the recommended second dose frequency: Pfizer is currently 21 days and Moderna is one month (see respective EUAs linked above and CDC clinical considerations linked here: <https://www.cdc.gov/vaccines/covid-19/info-by-product/clinical-considerations.html>). Janssen vaccine is one dose only. Vendor

Exhibit A

should always check for CDC and/or vaccine manufacturer updates to these requirements prior to each event.

- When applicable, the requirement to conduct a second, similar event, and its timing, are subject to change depending on vaccine availability at the time of the second event and changes in recommended second dose administration timing.
- Any extra ancillary supplies not included with vaccine shipment must be supplied by vendor.
- The County prefers that the vaccine and ancillary supplies be shipped directly to the vendor rather than be held by the County prior to the clinic. This will be dependent on the vendor's ability to maintain vaccine at the appropriate temperatures (see Cold Storage Capacity, below) and the size of the event.

The County will provide the following:

- Venue and direct payment to venue for any rental costs.
- Clinic date, time, location and venue contact information.
- Vaccine and ancillary supplies as provided for by CDPH. Depending on vendor's cold chain capabilities and registered Provider status, vaccine and ancillary supplies may be shipped directly to vendor or picked up at the Department of Public Health.
- For Pfizer, Moderna, Janssen and potentially other vaccines, we expect the following ancillary supplies to be provided with each 100 vaccine doses.
 - 105 needles
 - 105 syringes
 - 210 alcohol prep pads
 - 1 needle information card
 - 100 vaccination cards
 - 2 disposable face shields
 - 4 surgical masks

The vendor will be responsible for the following:

- County prefers vendors to enroll as a Provider in the federal COVID-19 Vaccination Program, utilizing the California Department of Public Health's (CDPH) COVIDReadi portal and agree and adhere to all requirements specified in the Provider agreement. If provider is not currently an approved California COVID vaccine provider then provider must adhere to all COVID vaccine handling and reporting requirements established by the State of California.
- Vendor shall administer the vaccine and enter all vaccinations into the appropriate State system within 24 hours of administration.
- Vendor is to provide all office supplies, ancillary medical supplies not included with vaccine, PPE, tables, chairs, tents, etc., when needed.
- Vaccine will be transferred according to CDC or VFC recommendations, such as noted in the CDC's Vaccine Storage and Handling Toolkit, linked here:
<https://www.cdc.gov/vaccines/hcp/admin/storage/toolkit/index.html>

Exhibit A

- Return unused/unopened vaccines to DPH the day of the event, or the day following, as directed by DPH when scheduling each event. (To be determined prior to each event.)
- Document and notify DPH of any wasted vaccine doses.
- Staff in charge of storage and handling, will complete the 7 EZIZ training modules at the following website: <https://eziz.org/eziz-training/>
- Per federal regulations, vendor is required to provide the appropriate EUA document to all vaccine recipients:
 - Pfizer: <https://www.fda.gov/media/144414/download>
 - Moderna: <https://www.fda.gov/media/144638/download>
 - Janssen: [Janssen COVID-19 Vaccine EUA Fact Sheet for Recipients and Caregivers \(fda.gov\)](#)
- COVID-19 vaccination providers are required to report the following adverse events after COVID-19 vaccination, and other adverse events if later revised by CDC, to VAERS: <https://vaers.hhs.gov/reportevent.html> or calling 1-800-822-7967.
 - Vaccination administration errors, whether or not associated with an adverse event
 - Severe COVID-19 illness (e.g., resulting in hospitalization)
 - Serious adverse events (AE) regardless of causality. Serious AEs are defined as:
 - Death
 - A life-threatening AE
 - Inpatient hospitalization or prolongation of existing hospitalization
 - Persistent or significant incapacity or substantial disruption of the ability to conduct normal life functions
 - A congenital anomaly/birth defect
 - Multisystem Inflammatory Syndrome
 - Important medical events that may not result in death, be life-threatening, or require hospitalization may be considered serious when, based upon appropriate medical judgment, they may jeopardize the patient and may require medical or surgical intervention to prevent one of the outcomes listed above
- Also report any additional select adverse events and/or any revised safety reporting requirements per FDA's conditions of authorized use of vaccine(s) throughout the duration of any COVID-19 Vaccine being authorized under an Emergency Use Authorization (EUA).
- Vendor must make provision for patients with a history of anaphylaxis (due to any cause) to remain for observation for 30 minutes. For all other persons, observation period is 15 minutes.
- In the event of anaphylactic reaction, vendor must maintain appropriate emergency equipment at the event to manage anaphylaxis resulting from vaccination. See CDC recommended equipment linked here: <https://www.cdc.gov/vaccines/covid-19/info-by-product/pfizer/anaphylaxis-management.html>. Equipment supply should be sufficient to manage multiple patients experiencing anaphylaxis.

Cold Storage Survey (please check as appropriate):

- We have an ultra-low temperature freezer (temperature capability is -80°C to -60°C/-112°F to -76°F). Freezer make/model and cubic feet: SO-LOW MODEL U85-22 23.1 cubic ft - 3 units purchased. American Biotech Supply – ABT 115V-2186 17cubit ft. – 3 units purchased

Exhibit A

- We have freezer storage capability (-25°C to -15°C/-13°F to 5°F). Freezer make/model and cubic feet: MCA Corporation MODEL HMCF7W4 – 7 Cubic Feet
- We have refrigerator storage capability (2°C to 8°C/36°F-40°F). Refrigerator make/model and cubic feet: American Biotech Supply PH-ABT-HC S16G 16 cubic ft.
*Current calibration certification will be required for freezers/refrigerators.
- We will pick up and return the vaccine the same day to the County and will make arrangements with County staff on pick up and drop off times.
- We have qualified container and packout for transport and digital data logger for continuous temperature monitoring during transport. We have purchased 6 transport containers for the purpose of transporting vaccines.
- We do not have qualified container and packout for transport and digital data logger for continuous monitoring during transport and will need to borrow from the Department of Public Health.

Per the CDC, a “qualified container and packout” are defined as “A type of container and supplies specifically designed for use when packing vaccines for transport. They are passive containers that do not require a power source and are ‘qualified’ through laboratory testing under controlled conditions to ensure they achieve and maintain desired temperatures for a set amount of time.” (<https://www.cdc.gov/vaccines/hcp/admin/storage/toolkit/storage-handling-toolkit.pdf>) An example a qualified container is linked here: <https://www.vericormed.com/product/cooler-cool-cube-08-vaccine-transport-cooler-at-refrigerated-temperatures-fresh-vaccine-vt-08/>

Billing and Compensation

Compensation will be based on clinic hours and includes setup and teardown. Vendor shall bill patient’s insurance, MediCal, or submit for Federal reimbursement for uninsured patients through the Health Resources and Services Administration’s (HSA) claims reimbursement program for COVID-19 vaccine administration costs. (See link: <https://coviduninsuredclaim.linkhealth.com/get-started.html>)

1. \$2,400 per event fee with a minimum quota of (1-49) encounters, and/or 1 to 2-hour single event.
2. \$4,200 per event fee with a minimum quota of (50-149) encounters, and/or 1 to 2-hour single event.
3. \$7,500 per event fee with a minimum quota of seventy (150-300) encounters, and/or 2 to 5-hour events.
4. \$12,000 per event fee with a minimum quota of (301-500) encounters, and/or 5 to 8-hour events.
5. \$17,000 per event fee with a minimum quota of (501-750) encounters, and/or 5 to 8-hour single event.
6. \$23,000 per event fee with a minimum quota of (751-1,000) encounters, and/or 5 to 8-hour single event.

Exhibit A

Note: For the purpose of clarification the word “event” covers any venue where the need for a vaccination clinic is required, including but not limited to business organizations, labor camps, packing plants, and specific rural communities.

Valley Health Team Locations: For vaccine events during regular business and extended hours

San Joaquin Health Center	21890 W. Colorado Ave San Joaquin, CA 93660	559-693-2462
Kerman Health Center	449 S. Madera Ave Kerman, CA 93630	559-364-2970
Kerman Unified School District	702 S. Eighth Street Kerman, CA 93630	559-364-2975
Sablan Health Center	927 O Street Firebaugh, CA 93622	559-659-3037
Clovis Community Health Center	180 W Shaw Ave Suite B Clovis, CA 93612	559-203-6600
Kingsburg Community Health Center	1250 Smith Street Kingsburg, CA 93631	559-326-5320
Central Fresno Community Health Center	4711 W. Ashlan Ave Fresno, CA 93722	559-203-6660
Golden Plains Unified School District Community Health Center	617 1 S. Daniels Ave Tranquillity, CA 93668	559-364-2984

Vendor shall submit invoices to:

County of Fresno Department of Public Health
1221 Fresno Street, 6th fl. (Business Office)
Fresno, CA 93721

DPHBOAP@fresnocountyca.gov

KEY RESOURCES

- [CDC's Storage and Handling Toolkit](#)
- [CDC's COVID-19 Vaccination Information Page](#)
- Phase Guidance:
 - [CDC's Phase 1A Powerpoint](#)
 - [Interim ACIP Guidance](#)
 - [Early NASEM Phase Guidance](#)