

1 **SERVICE AGREEMENT**

2 This Service Agreement (“Agreement”) is dated November 5, 2024 and is between
3 RIZE Consultants, Inc. a North Carolina Corporation, whose address is 10130 Mallard Creek
4 Road, Office 350, Charlotte, North Carolina 28262 (“Contractor”), and the County of Fresno,
5 a political subdivision of the State of California (“County”).

6 **Recitals**

7 A. The County, through its Department of Public Health (Department), is in need of a
8 contractor to provide comprehensive health equity consultation, training development,
9 facilitation, strategic planning, and technical assistance for Department staff and contracted
10 partners of the Department’s Health Disparities Program.

11 B. The Contractor is qualified and willing to provide services as identified in Exhibit A to this
12 Agreement, titled “Scope of Services and Compensation.”

13 C. The County and Contractor are in mutual agreement to the conditions and covenants
14 outlined in this Agreement.

15 The parties therefore agree as follows:

16 **Article 1**

17 **Contractor’s Services**

18 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
19 Exhibit A to this Agreement, titled “Scope of Services and Compensation.”

20 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
21 able to perform all of the services provided in this Agreement.

22 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
23 applicable federal, state, and local laws and regulations in the performance of its obligations
24 under this Agreement, including but not limited to workers compensation, labor, and
25 confidentiality laws and regulations.

1 **Article 2**

2 **County's Responsibilities**

3 2.1 The County shall provide guidance and assistance to the Contractor with activities,
4 strategies, and outcomes as set forth in Exhibit A; and

5 **Article 3**

6 **Compensation, Invoices, and Payments**

7 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
8 the performance of its services under this Agreement as described in Exhibit A to this
9 Agreement, titled "Scope of Services and Compensation."

10 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
11 under this Agreement is Three Hundred Sixteen Thousand and One Hundred Ninety-Seven
12 Dollars and 44/100 (\$316,197.44), commencing as of the effective date, for the entire term of
13 the agreement. The Contractor acknowledges that the County is a local government entity, and
14 does so with notice that the County's powers are limited by the California Constitution and by
15 State law, and with notice that the Contractor may receive compensation under this Agreement
16 only for services performed according to the terms of this Agreement and while this Agreement
17 is in effect, and subject to the maximum amount payable under this section. The Contractor
18 further acknowledges that County employees have no authority to pay the Contractor except as
19 expressly provided in this Agreement.

20 3.3 **Advance Payment.** The Contractor may request an advance payment of up to 25%
21 of the maximum compensation for startup activities directly related to the Scope of Services and
22 Compensation (Exhibit A). The Contractor shall reconcile the advance payment with full,
23 appropriate supporting documentation, as specified in 3.4 of this Agreement, for all expenses
24 incurred. The Director or his or her designee may make a determination of an appropriate date
25 of reconciling the advance payment funds.

26 3.4 **Invoices.** The Contractor shall submit invoices on a quarterly basis to the County of
27 Fresno, Department of Public Health, HPW-Health Disparities Program, Attention: HPW-Health
28 Disparities Program Staff Analyst at DPHBOAP@fresnocountyca.gov or addressed to the

County of Fresno, Department of Public Health, HPW-Health Disparities Program, P.O. Box 11867, Fresno, CA 93775, Attention: HPW-Health Disparities Program Staff Analyst. The Contractor shall submit each invoice by the 15th day after each quarter (three months) in which the Contractor performs services for the prior quarter's expenditures and in any case within 60 days after the end of the term or termination of this Agreement.

Quarter	Period Covered	Due Date
1	Execution – November 30, 2024	December 15, 2024
2	December 1, 2024 – February 28, 2025	March 15, 2025
3	March 1, 2025 – May 31, 2025	June 15, 2025
4	June 1, 2025 – August 31, 2025	September 15, 2025
5	September 1, 2025 – November 30, 2025	December 15, 2025
6	December 1, 2025 – February 28, 2026	March 15, 2026
7	March 1, 2026 – May 31, 2026	June 15, 2026

Invoices shall detail line items as specified in Exhibit A, including original budget amount(s), current period's expenses, year to date expenses, and budget balances. In addition, invoices shall also include relevant supporting documentation including but not limited to general ledgers, copies of original statements, program expense records, payroll records, mileage claims, and proof of completed deliverables.

3.5 **Payment.** The County shall pay each correctly completed and timely submitted invoice within 45 days after receipt. The County shall remit any payment to the Contractor's address specified in the invoice.

3.6 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective on November 5, 2024, and terminates on May 31, 2026 except as provided in section Article 6, "Termination and Suspension," below.

1 **Article 5**

2 **Notices**

3 5.1 **Contact Information.** The persons and their addresses having authority to give and
4 receive notices provided for or permitted under this Agreement include the following:

5 **For the County:**

6 Director, Department of Public Health
7 County of Fresno
8 PO Box 11867
9 Fresno, CA 93775

10 **For the Contractor:**

11 Nicole M. Augustine, CEO & Founder
12 RIZE Consultants, Inc.
13 10130 Mallard Creek Rd., Office 350
14 Charlotte, NC 28262

15 5.2 **Change of Contact Information.** Either party may change the information in section
16 5.1 by giving notice as provided in section 5.3.

17 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
18 for or permitted under this Agreement must be in writing, state that it is a notice provided under
19 this Agreement, and be delivered either by personal service, by first-class United States mail, or
20 by an overnight commercial courier service.

21 (A) A notice delivered by personal service is effective upon service to the recipient.

22 (B) A notice delivered by first-class United States mail is effective three County
23 business days after deposit in the United States mail, postage prepaid, addressed to the
24 recipient.

25 (C) A notice delivered by an overnight commercial courier service is effective one
26 County business day after deposit with the overnight commercial courier service,
27 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
28 the recipient.

5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
nothing in this Agreement establishes, waives, or modifies any claims presentation

1 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
2 of Title 1 of the Government Code, beginning with section 810).

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6 **Article 6**

7 **Termination and Suspension**

8 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
9 contingent on the approval of funds by the appropriating government agency. If sufficient funds
10 are not allocated, then the County, upon at least 30 days' advance written notice to the
11 Contractor, may:

- 12 (A) Modify the services provided by the Contractor under this Agreement; or
- 13 (B) Terminate this Agreement.

14 **6.2 Termination for Breach.**

15 (A) Upon determining that a breach (as defined in paragraph (C) below) has
16 occurred, the County may give written notice of the breach to the Contractor. The written
17 notice may suspend performance under this Agreement, and must provide at least 30
18 days for the Contractor to cure the breach.

19 (B) If the Contractor fails to cure the breach to the County's satisfaction within the
20 time stated in the written notice, the County may terminate this Agreement immediately.

21 (C) For purposes of this section, a breach occurs when, in the determination of the
22 County, the Contractor has:

- 23 (1) Obtained or used funds illegally or improperly;
- 24 (2) Failed to comply with any part of this Agreement;
- 25 (3) Submitted a substantially incorrect or incomplete report to the County; or
- 26 (4) Improperly performed any of its obligations under this Agreement.

1 6.3 **Termination without Cause.** In circumstances other than those set forth above, the
2 County may terminate this Agreement by giving at least 30 days advance written notice to the
3 Contractor.

4 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County
5 under this Article 6 is without penalty to or further obligation of the County.

6 6.5 **County’s Rights upon Termination.** Upon termination for breach under this Article
7 6, the County may demand repayment by the Contractor of any monies disbursed to the
8 Contractor under this Agreement that, in the County’s sole judgment, were not expended in
9 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
10 demand. This section survives the termination of this Agreement.

11 **Article 7**

12 **Funding Source**

13 7.1 **Services Funding Source.** Funding for these services is provided by the US
14 Department of Health and Human Services CDC - Epidemiology and Laboratory Capacity for
15 Infectious Diseases (ELC) (Catalog of Federal Domestic Assistance Number 93.323).

16 **Article 8**

17 **Federal Funding Terms and Conditions**

18 8.1 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary**
19 **Exclusion-Lower Tier Covered Transactions.**

20 (A) County and Contractor recognize that Contractor is a recipient of Federal funds
21 under the terms of this Agreement. By signing this Agreement, Contractor agrees to
22 comply with applicable Federal suspension and debarment regulations, including but not
23 limited to: 7 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order 12549.
24 By signing this Agreement, Contractor attests to the best of its knowledge and belief,
25 that it and its principals:

26 (1) Are not presently debarred, suspended, proposed for debarment, declared
27 ineligible, or voluntarily excluded by any Federal department or agency; and
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1 (2) Shall not knowingly enter into any covered transaction with an entity or
2 person who is proposed for debarment under Federal regulations, debarred,
3 suspended, declared ineligible, or voluntarily excluded from participation in
4 such transaction.

5 (B) Contractor shall provide immediate written notice to County if at during any time
6 during the term of this Agreement Contractor learns that the representations it makes
7 above were erroneous when made or have become erroneous by reason of changed
8 circumstances.

9 (C) Contractor shall include a clause titled, "Certification Regarding Debarment,
10 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions"
11 and similar in nature to this paragraph in all lower tier covered transactions and it all
12 solicitations for lower tier covered transactions.

13 (D) Contractor shall, prior to soliciting or purchasing goods and services in excess of
14 \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension
15 and debarment status at <https://sam.gov/SAM/>.

16 **8.2 Property of County.** Contractor agrees to take reasonable and prudent steps to
17 ensure the security of any and all said hardware and software provided to it by County under
18 this Agreement, to maintain replacement-value insurance coverages on said hardware and
19 software of like kind and quality approved by County.

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

1 8.3 **Prohibition on Publicity.** None of the funds, materials, property or services
2 provided directly or indirectly under this Agreement shall be used for Contractor’s advertising,
3 fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the
4 purpose of self-promotion. Notwithstanding the above, publicity of the services described in
5 Paragraph One (1) of this Agreement shall be allowed as necessary to raise public awareness
6 about the availability of such specific services when approved in advance by the County’s DPH
7 Director or designee for such items as written/printed materials, the use of media (i.e., radio,
8 television, newspapers) and any other related expense(s).

9 8.4 **Conflict of Interest.** No officer, employee or agent of the County who exercises any
10 function or responsibility for planning and carrying out of the services provided under this
11 Agreement shall have any direct or indirect personal financial interest in this Agreement. In
12 addition, no employee of the County shall be employed by the Contractor under this Agreement
13 to fulfill any contractual obligations with the County. Contractor shall comply with all Federal,
14 State of California and local conflict of interest laws, statutes and regulations, which shall be
15 applicable to all parties and beneficiaries under this Agreement and any officer, employee or
16 agent of the County.

17 8.5 **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 within
19 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
21 employee, member, or owner of Contractor who either a) directs individuals providing services
22 pursuant to this Agreement, b) exercises control over the manner in which services are
23 provided, or c) has authority over Contractor’s finances.

24 8.6 **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
26 in the Congress of the United States of America or the Legislature of the State of California.
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1 8.7 **State Energy Conservation.** Contractor must comply with the mandatory standards
2 and policies relating to energy efficiency, which are contained in the State Energy Conservation
3 Plan issued in compliance with 42 United States (US) Code sections 6321, et. seq.

4 8.8 **Clean Air and Water.** In the event the funding under this Agreement exceeds One
5 Hundred Fifty Thousand and No/100 Dollars (\$150,000), Contractor shall comply with all
6 applicable standards, orders or requirements issued under the Clean Air Act contained in 42
7 U.S. Code 7601 et seq; the Clean Water Act contained in U.S. Code 1368 et seq.; and any
8 standards, laws and regulations, promulgated thereunder. Under these laws and regulations,
9 CONTRACTOR shall assure:

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

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

17 (C) County and U.S. EPA shall be notified about any known violation of the above
18 laws and regulations; and,

19 (D) This assurance shall be included in every nonexempt subgrant, contract, or
20 subcontract.

21 8.9 **Audits and Inspections.** The Contractor shall at any time during business hours,
22 and as often as the County may deem necessary, make available to the County for examination
23 all of its records and data with respect to the matters covered by this Agreement. The
24 Contractor shall, upon request by the County, permit the County to audit and inspect all of such
25 records and data necessary to ensure Contractor's compliance with the terms of this
26 Agreement.

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

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

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13 at the discretion of County's DPH Director or designee. In addition, County shall have the sole
14 discretion in the determination of fiscal review outcomes, decisions and actions.

15 **8.10 Single Audit Clause.**

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

1 accountant to perform said audit, or, may result in the inability of County to enter into
2 future agreements with the Contractor.

3 (B) A single audit report is not applicable if all Contractor's Federal contracts do not
4 exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or
5 Contractor's federal funding is through Drug Medi-Cal.

6 **8.11 Compliance with Federal Requirements.** The Contractor recognizes that County
7 operates its Health Disparities Program with the use of Federal funds, and that the use of these
8 funds imposes certain requirements on the County and its subcontractors. The Contractor shall
9 adhere to all Federal requirements, including those identified in Exhibit B attached hereto and
10 by this reference incorporated herein.

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13 **Article 9**

14 **Confidentiality**

15 **9.1 Confidentiality.** All services performed by the Contractor under this Agreement
16 shall be in strict conformance with all applicable Federal, State of California and/or local laws
17 and regulations relating to confidentiality. In addition, Contractor agrees to abide by the terms
18 and conditions of the Business Associate Agreement attached hereto as Exhibit C.

19 **Article 10**

20 **Independent Contractor**

21 **10.1 Status.** In performing under this Agreement, the Contractor, including its officers,
22 agents, employees, and volunteers, is at all times acting and performing as an independent
23 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
24 venturer, partner, or associate of the County.

25 **10.2 Verifying Performance.** The County has no right to control, supervise, or direct the
26 manner or method of the Contractor's performance under this Agreement, but the County may
27 verify that the Contractor is performing according to the terms of this Agreement.

1 10.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
2 right to employment rights or benefits available to County employees. The Contractor is solely
3 responsible for providing to its own employees all employee benefits required by law. The
4 Contractor shall save the County harmless from all matters relating to the payment of
5 Contractor's employees, including compliance with Social Security withholding and all related
6 regulations.

7 10.4 **Services to Others.** The parties acknowledge that, during the term of this
8 Agreement, the Contractor may provide services to others unrelated to the County.

9 **Article 11**

10 **Indemnity and Defense**

11 11.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
12 County (including its officers, agents, employees, and volunteers) against all claims, demands,
13 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
14 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to
15 the performance or failure to perform by the Contractor (or any of its officers, agents,
16 subcontractors, or employees) under this Agreement. The County may conduct or participate in
17 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
18 defend the County.

19 11.2 **Survival.** This Article 11 survives the termination of this Agreement.

20 **Article 12**

21 **Insurance**

22 12.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this
23 Agreement.

24 **Article 13**

25 **Inspections, Audits, and Public Records**

26 13.1 **Inspection of Documents.** The Contractor shall make available to the County, and
27 the County may examine at any time during business hours and as often as the County deems
28 necessary, all of the Contractor's records and data with respect to the matters covered by this

1 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
2 request by the County, permit the County to audit and inspect all of such records and data to
3 ensure the Contractor's compliance with the terms of this Agreement.

4 **13.2 State Audit Requirements.** If the compensation to be paid by the County under this
5 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
6 California State Auditor, as provided in Government Code section 8546.7, for a period of three
7 years after final payment under this Agreement. This section survives the termination of this
8 Agreement. Additional Federal audit requirements may apply if any portion of the compensation
9 to be paid by the County under this Agreement is also provided by Federal funding.

10 **13.3 Public Records.** The County is not limited in any manner with respect to its public
11 disclosure of this Agreement or any record or data that the Contractor may provide to the
12 County. The County's public disclosure of this Agreement or any record or data that the
13 Contractor may provide to the County may include but is not limited to the following:

14 (A) The County may voluntarily, or upon request by any member of the public or
15 governmental agency, disclose this Agreement to the public or such governmental
16 agency.

17 (B) The County may voluntarily, or upon request by any member of the public or
18 governmental agency, disclose to the public or such governmental agency any record or
19 data that the Contractor may provide to the County, unless such disclosure is prohibited
20 by court order.

21 (C) This Agreement, and any record or data that the Contractor may provide to the
22 County, is subject to public disclosure under the Ralph M. Brown Act (California
23 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

24 (D) This Agreement, and any record or data that the Contractor may provide to the
25 County, is subject to public disclosure as a public record under the California Public
26 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
27 with section 6250) ("CPRA").
28

1 (E) This Agreement, and any record or data that the Contractor may provide to the
2 County, is subject to public disclosure as information concerning the conduct of the
3 people's business of the State of California under California Constitution, Article 1,
4 section 3, subdivision (b).

5 (F) Any marking of confidentiality or restricted access upon or otherwise made with
6 respect to any record or data that the Contractor may provide to the County shall be
7 disregarded and have no effect on the County's right or duty to disclose to the public or
8 governmental agency any such record or data.

9 **13.4 Public Records Act Requests.** If the County receives a written or oral request
10 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
11 and which the County has a right, under any provision of this Agreement or applicable law, to
12 possess or control, then the County may demand, in writing, that the Contractor deliver to the
13 County, for purposes of public disclosure, the requested records that may be in the possession
14 or control of the Contractor. Within five business days after the County's demand, the
15 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
16 possession or control, together with a written statement that the Contractor, after conducting a
17 diligent search, has produced all requested records that are in the Contractor's possession or
18 control, or (b) provide to the County a written statement that the Contractor, after conducting a
19 diligent search, does not possess or control any of the requested records. The Contractor shall
20 cooperate with the County with respect to any County demand for such records. If the
21 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
22 CPRA or other applicable law, it must deliver the record or data to the County and assert the
23 exemption by citation to specific legal authority within the written statement that it provides to
24 the County under this section. The Contractor's assertion of any exemption from disclosure is
25 not binding on the County, but the County will give at least 10 days' advance written notice to
26 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
27 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
28 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,

1 failure to produce any such records, or failure to cooperate with the County with respect to any
2 County demand for any such records.

3 **Article 14**

4 **Disclosure of Self-Dealing Transactions**

5 14.1 **Applicability.** This Article 14 applies if the Contractor is operating as a corporation,
6 or changes its status to operate as a corporation.

7 14.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
8 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
9 "Self-Dealing Transaction Disclosure Form" (Exhibit E to this Agreement) and submitting it to the
10 County before commencing the transaction or immediately after.

11 14.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
12 a party and in which one or more of its directors, as an individual, has a material financial
13 interest.

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15 **Article 15**

16 **General Terms**

17 15.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
18 Agreement may not be modified, and no waiver is effective, except by written agreement signed
19 by both parties. Notwithstanding the above, changes to object levels in the budget, attached
20 hereto as Exhibit A, that do not exceed ten percent (10%) of the maximum compensation
21 payable to the Contractor, may be made with the written approval of the County's Department of
22 Public Health Director, or designee. Said budget object level changes shall not result in any
23 change to the maximum compensation amount payable to Contractor, nor shall it reduce the
24 delivery of services originally provided for under this Agreement, as stated herein. The
25 Contractor acknowledges that County employees have no authority to modify this Agreement
26 except as expressly provided in this Agreement.

27 15.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
28 under this Agreement without the prior written consent of the other party.

1 15.3 **Governing Law.** The laws of the State of California govern all matters arising from
2 or related to this Agreement.

3 15.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
4 County, California. Contractor consents to California jurisdiction for actions arising from or
5 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
6 brought and maintained in Fresno County.

7 15.5 **Construction.** The final form of this Agreement is the result of the parties' combined
8 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
9 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
10 against either party.

11 15.6 **Days.** Unless otherwise specified, "days" means calendar days.

12 15.7 **Headings.** The headings and section titles in this Agreement are for convenience
13 only and are not part of this Agreement.

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15 15.8 **Severability.** If anything in this Agreement is found by a court of competent
16 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
17 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
18 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
19 intent.

20 15.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
21 not unlawfully discriminate against any employee or applicant for employment, or recipient of
22 services, because of race, religious creed, color, national origin, ancestry, physical disability,
23 mental disability, medical condition, genetic information, marital status, sex, gender, gender
24 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
25 all applicable State of California and federal statutes and regulation.

26 15.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
27 of the Contractor under this Agreement on any one or more occasions is not a waiver of
28 performance of any continuing or other obligation of the Contractor and does not prohibit

1 enforcement by the County of any obligation on any other occasion.

2 15.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
3 between the Contractor and the County with respect to the subject matter of this Agreement,
4 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
5 publications, and understandings of any nature unless those things are expressly included in
6 this Agreement. If there is any inconsistency between the terms of this Agreement without its
7 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
8 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
9 exhibits.

10 15.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
11 create any rights or obligations for any person or entity except for the parties.

12 15.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

13 (A) The Contractor is duly authorized and empowered to sign and perform its
14 obligations under this Agreement.

15 (B) The individual signing this Agreement on behalf of the Contractor is duly
16 authorized to do so and his or her signature on this Agreement legally binds the
17 Contractor to the terms of this Agreement.

18 15.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
19 electronic signature as provided in this section.

20 (A) An “electronic signature” means any symbol or process intended by an individual
21 signing this Agreement to represent their signature, including but not limited to (1) a
22 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
23 electronically scanned and transmitted (for example by PDF document) version of an
24 original handwritten signature.

25 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
26 equivalent to a valid original handwritten signature of the person signing this Agreement
27 for all purposes, including but not limited to evidentiary proof in any administrative or
28

1 judicial proceeding, and (2) has the same force and effect as the valid original
2 handwritten signature of that person.

3 (C) The provisions of this section satisfy the requirements of Civil Code section
4 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
5 Part 2, Title 2.5, beginning with section 1633.1).

6 (D) Each party using a digital signature represents that it has undertaken and
7 satisfied the requirements of Government Code section 16.5, subdivision (a),
8 paragraphs (1) through (5), and agrees that each other party may rely upon that
9 representation.

10 (E) This Agreement is not conditioned upon the parties conducting the transactions
11 under it by electronic means and either party may sign this Agreement with an original
12 handwritten signature.

13 15.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
14 original, and all of which together constitute this Agreement.

15 [SIGNATURE PAGE FOLLOWS]
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The parties are signing this Agreement on the date stated in the introductory clause.

RIZE Consultants, Inc.



Nicole M. Augustine, CEO & Founder


10130 Mallard Creek Rd., Office 350
Charlotte, NC 28262

COUNTY OF FRESNO



Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

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

By: 

Deputy

For accounting use only:
Org No.: 56201019
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

Exhibit A - Scope of Services and Compensation

PROJECT DETAILS & INVESTMENT

	Inclusions and Activities	Responsible Party	Deliverables	Timeline	Rate
Category 1: Health Equity Training Accessibility and Sustainability					
Health Equity Series – Course Build Transformation of the Health Equity training sessions into an online self-paced course	<ul style="list-style-type: none"> Advancing Health Equity & SDOH Parts 1 & 2 Equity in Action: Strategies of Upstream Care & Interventions Cultural Competency and Cultural Humility Promoting DEI in the Workplace 	<ul style="list-style-type: none"> RIZE Design & E-learning Department 	Online Course Packages	Oct 2024 – Apr 2025	\$ 119,155.14
Course Maintenance Allocation for dedicated course updating and revisions for Health Equity Series Online Course	<ul style="list-style-type: none"> Inclusive of 10 retainer hours for any minor updates and revisions on the course 2 e-learning developers 	<ul style="list-style-type: none"> RIZE Design & E-learning Department 	Work Hours Tracking Log	Apr– Sept 2025	\$ 3,900.00
DEI Training Materials Development of training materials and digital e-courses for DEI-related topics	<ul style="list-style-type: none"> Development of curriculum, powerpoint presentations, and online course packages for the topics: <ul style="list-style-type: none"> Racial Equity Social Justice 	<ul style="list-style-type: none"> RIZE Innovation Specialists RIZE Design & E-learning Department 	Training Presentations Online Course Packages	Oct 2024 – Jun 2025	\$ 90,591.80
DEI Leadership Training Development and facilitation of training and collaboration sessions for DEI in the workplace	<ul style="list-style-type: none"> Development of curriculum and content presentations, and facilitation of training to supervisors 2 RIZE Innovation Specialists 	<ul style="list-style-type: none"> RIZE Innovation Specialists 	Training content and manual Attendance Logs Training Resources	Oct – Dec 2024	\$ 10,400.00

Exhibit A - Scope of Services and Compensation

PROJECT DETAILS & INVESTMENT

Category 2: Health Equity Infrastructure

<p>Implementation Plan Consultancy services for assisting in the development of a health equity implementation plan, and its related resources</p>	<ul style="list-style-type: none"> Development of a health equity resource toolkit designed to aid CBOs and community partners 2 RIZE Innovation Specialists 	<ul style="list-style-type: none"> RIZE Innovation Specialists 	Health Equity Implementation Plan CBO Toolkit Implementation Toolkit	Nov 2024 – Mar 2025	\$ 40,865.50
<p>CBO Technical Assistance Sessions Consultancy services for five CBOs, focused on the implementation of their respective Health Equity Plans</p>	<ul style="list-style-type: none"> Inclusive of 7.5 hours <ul style="list-style-type: none"> 1.5 hours for each CBO 2 RIZE Innovation Specialists 	<ul style="list-style-type: none"> RIZE Innovation Specialists 	Attendance Logs TA-related resources	Nov 2024 – Mar 2025	\$ 16,250.00
<p>Health Equity Plan Consultancy services for assisting in the development of a Health Equity plan</p>	<ul style="list-style-type: none"> Development of FCDPH’s Health Equity Plan and action steps towards PHAB accreditation, in collaboration with FCDPH 2 RIZE Innovation Specialists 	<ul style="list-style-type: none"> RIZE Innovation Specialists 	Health Equity Plan Related Resources	Jan – Jul 2025	\$ 35,035.00
TOTAL INVESTMENT					\$ 316,197.44

Exhibit B



U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

Public Health Service

Centers for Disease Control
and Prevention (CDC)
Atlanta GA 30333

General Terms and Conditions for Non-Research Grant and Cooperative Agreements

Incorporation: The Department of Health and Human Services (HHS) grant recipients must comply with all terms and conditions outlined in the Notice of Funding Opportunity (NOFO), their Notice of Award (NOA), grants policy contained in applicable HHS Grants Policy Statements, 45 CFR Part 75, requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts. The term grant is used throughout these general terms and conditions of award and includes cooperative agreements.

Note: In the event that any requirement in the NOA, the NOFO, the HHS Grants Policy Statement, 45 CFR Part 75, or applicable statutes/appropriations acts conflict, then statutes and regulations take precedence.

FEDERAL REGULATIONS AND POLICIES

45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

<https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5>

HHS Grants Policy and Regulations

<https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>

HHS Grants Policy Statement

<https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>

Federal Funding Accountability and Transparency Act (FFATA)

<https://www.fsrc.gov/>

Trafficking In Persons: Consistent with 2 CFR 175, awards are subject to the requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. Part 7104(g)).

<https://www.law.cornell.edu/cfr/text/2/part-175>

CDC Additional Requirements (AR) may apply. The NOFO will detail which specific ARs apply to resulting awards. Links to full texts can be found at:

<https://www.cdc.gov/grants/additional-requirements/index.html>.

Exhibit B

FUNDING RESTRICTIONS AND LIMITATIONS

Cost Limitations as stated in Appropriations Acts. Recipients must follow applicable fiscal year appropriations law in effect at the time of award. See AR-32 Appropriations Act, General Requirements: <https://www.cdc.gov/grants/additional-requirements/ar-32.html>.

Though Recipients are required to comply with all applicable appropriations restrictions, please find below specific ones of note. CDC notes that the cited section for each below provision may change annually.

- A. Cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.

- B. Gun Control Prohibition (Div. H, Title II, Sec. 210): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

- C. Lobbying Restrictions (Div. H, Title V, Sec. 503):

- 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- 503(b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

Exhibit B

For additional information, see Additional Requirement 12 at <https://www.cdc.gov/grants/additional-requirements/ar-12.html>.

D. Needle Exchange (Div. H, Title V, Sec. 520): Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

E. Blocking access to pornography (Div. H, Title V, Sec. 521): (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Prohibition on certain telecommunications and video surveillance services or equipment (Pub. L. 115-232, section 889): For all new, non-competing continuation, renewal or supplemental awards issued on or after August 13, 2020, recipients and subrecipients are prohibited from obligating or expending grant funds (to include direct and indirect expenditures as well as cost share and program funds) to:

1. Procure or obtain,
2. Extend or renew a contract to procure or obtain; or
3. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

President's Emergency Plan for AIDS Relief (PEPFAR) funding is exempt from the prohibition under Pub. L. 115-232, section 889 until September 30, 2022. During the exemption period, PEPFAR recipients are expected to work toward implementation of the requirements.

Cancel Year: 31 U.S.C. Part 1552(a) Procedure for Appropriation Accounts Available for Definite Periods states the following: On September 30th of the 5th fiscal year after the period of availability for obligation of a fixed appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

Exhibit B

REPORTING REQUIREMENTS

Annual Federal Financial Report (FFR, SF-425): The Annual Federal Financial Report (FFR) SF-425 is required and must be submitted no later than 90 days after the end of the budget period in the Payment Management System.

Additional guidance on submission of Federal Financial Reports can be found at <https://www.cdc.gov/grants/documents/change-in-federal-reporting-fy-2021-recipients.pdf>.

If more frequent reporting is required, the Notice of Award terms and conditions will explicitly state the reporting requirement.

Annual Performance Progress and Monitoring Reporting: The Annual Performance Progress and Monitoring Report (PPMR) is due no later than 120 days prior to the end of the budget period and serves as the continuation application for the follow-on budget period. Submission instructions, due date, and format will be included in the guidance from the assigned GMO/GMS via www.grantsolutions.gov.

Any change to the existing information collection noted in the award terms and conditions will be subject to review and approval by the Office of Management and Budget (OMB) under the Paperwork Reduction Act.

Data Management Plan: CDC requires recipients for projects that involve the collection or generation of data with federal funds to develop, submit and comply with a Data Management Plan (DMP) for each collection or generation of public health data undertaken as part of the award and, to the extent consistent with law and appropriate, provide access to and archiving/long-term preservation of collected or generated data. Additional information on the Data Management and Access requirements can be found at <https://www.cdc.gov/grants/additional-requirements/ar-25.html>.

Audit Requirement Domestic Organizations (*including US-based organizations implementing projects with foreign components*): An organization that expends \$750,000 or more in a fiscal year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 45 CFR Part 75. The audit period is an organization's fiscal year. The audit must be completed along with a data collection form (SF-SAC), and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to:

Federal Audit Clearing House Internet Data Entry System Electronic Submission:
[https://harvester.census.gov/facides/\(S\(0vkw1zaelyzibnahocqa5i0\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(0vkw1zaelyzibnahocqa5i0))/account/login.aspx)

AND

Office of Financial Resources, Risk Management and Internal Control Unit's Audit Resolution Team (ART), RMICU.Audit.Resolution@cdc.gov.

Audit Requirement Foreign Organizations: An organization that expends \$300,000 or more in a fiscal year on its federal awards must have a single or program-specific audit conducted for that

Exhibit B

year. The audit period is an organization's fiscal year. The auditor shall be a U.S.-based Certified Public Accountant firm, the foreign government's Supreme Audit Institution or equivalent, or an audit firm endorsed by the U.S. Agency for International Development's Office of Inspector General. The audit must be completed in English and in US dollars, and submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to the Office of Financial Resources, Risk Management and Internal Control Unit's Audit Resolution Team (ART) at RMICU.Audit.Resolution@cdc.gov. After receipt of the audit report, CDC will resolve findings by issuing Final Management Determination Letters.

Domestic and Foreign organizations: Audit requirements for Subrecipients to whom 45 CFR 75 Subpart F applies: The recipient must ensure that the subrecipients receiving CDC funds also meet these requirements. The recipient must also ensure to take appropriate corrective action within six months after receipt of the subrecipient audit report in instances of non-compliance with applicable federal law and regulations (45 CFR 75 Subpart F and HHS Grants Policy Statement). The recipient may consider whether subrecipient audits necessitate adjustment of the recipient's own accounting records. If a subrecipient is not required to have a program-specific audit, the recipient is still required to perform adequate monitoring of subrecipient activities. The recipient shall require each subrecipient to permit the independent auditor access to the subrecipient's records and financial statements. The recipient must include this requirement in all subrecipient contracts.

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the assigned GMS/GMO identified in the NOA, and to the HHS OIG at the following address:

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email:
MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

Exhibit B

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) (45 CFR 75.372(b)). CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award (45 CFR 75.373(b)).

1. General Reporting Requirement

If the total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, the recipient must maintain the currency of information reported to the System for Award Management (SAM) and made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in section 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five-year period; and
- c. If one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

Exhibit B

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in section 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to this requirement in section 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the federal share of the funding under any federal award with a recipient cost share or match;
 - (2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

GENERAL REQUIREMENTS

You must administer your project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html>.

- You must take reasonable steps to ensure that your project provides meaningful access to persons with limited English proficiency. For guidance on meeting your legal obligation to take

Exhibit B

reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html> and <https://www.lep.gov/>.

- For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.
- HHS funded health and education programs must be administered in an environment free of sexual harassment, see <https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html>.
- For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see <https://www.hhs.gov/conscience/conscience-protections/index.html> and <https://www.hhs.gov/conscience/religious-freedom/index.html>.

Termination (45 CFR Part 75.372) applies to this award and states, in part, the following:

(a) *This award may be terminated in whole or in part:*

(1) By the HHS awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;

(2) By the HHS awarding agency or pass-through entity for cause;

(3) By the HHS awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

(4) By the non-Federal entity upon sending to the HHS awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the HHS awarding agency or pass-through entity may terminate the Federal award in its entirety.

Travel Cost: In accordance with HHS Grants Policy Statement, travel costs are allowable when the travel will provide a direct benefit to the project or program. To prevent disallowance of cost, the recipient is responsible for ensuring travel costs are clearly stated in their budget narrative and are applied in accordance with their organization's established travel policies and procedures. The recipient's established travel policies and procedures must also meet the requirements of 45 CFR Part 75.474.

Food and Meals: Costs associated with food or meals are allowable when consistent with applicable federal regulations and HHS policies. See <https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-food/index.html>.

In addition, costs must be clearly stated in the budget narrative and be consistent with organization approved policies. Recipients must make a determination of reasonableness and organization approved policies must meet the requirements of 45 CFR Part 75.432.

Exhibit B

Prior Approval: All requests which require prior approval, must bear the signature (or electronic authorization) of the authorized organization representative. The recipient must submit these requests no later than 120 days prior to the budget period's end date. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

The following types of requests are examples of actions that require prior approval, unless an expanded authority, or conversely a high risk condition, is explicitly indicated in the NOA.

- Use of unobligated funds from prior budget period (Carryover)
- Lift funding restriction
- Significant redirection of funds (i.e., cumulative changes of 25% of total award)
- Change in scope
- Implement a new activity or enter into a sub-award that is not specified in the approved budget
- Apply for supplemental funds
- Extensions to period of performance

Templates for prior approval requests can be found at:

<https://www.cdc.gov/grants/already-have-grant/PriorApprovalRequests.html>.

Additional information on the electronic grants administration system CDC non-research awards utilize, Grants Solutions, can be found at: <https://www.cdc.gov/grants/grantsolutions/index.html>.

Key Personnel: In accordance with 45 CFR Part 75.308, CDC recipients must obtain prior approval from CDC for (1) change in the project director/principal investigator, authorized organizational representative, business official, financial director, or other key persons specified in the NOFO, application or award document; and (2) the disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

Inventions: Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR Part 401.14.

Acknowledgment of Federal Funding: When issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents --such as tool-kits, resource guides, websites, and presentations (hereafter "statements")--describing the projects or programs funded in whole or in part with U.S. Department of Health and Human Services (HHS) federal funds, the recipient must clearly state:

1. the percentage and dollar amount of the total costs of the program or project funded with federal money; and,
2. the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources.

Exhibit B

When issuing statements resulting from activities supported by HHS financial assistance, the recipient entity must include an acknowledgement of federal assistance using one of the following or a similar statement.

If the HHS Grant or Cooperative Agreement is NOT funded with other non-governmental sources:

This [**project/publication/program/website, etc.**] [**is/was**] supported by the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling **\$XX** with 100 percent funded by CDC/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CDC/HHS, or the U.S. Government.

If the HHS Grant or Cooperative Agreement IS partially funded with other non-governmental sources:

This [**project/publication/program/website, etc.**] [**is/was**] supported by the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling **\$XX** with **XX** percentage funded by CDC/HHS and **\$XX** amount and **XX** percentage funded by non- government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CDC/HHS, or the U.S. Government.

The federal award total must reflect total costs (direct and indirect) for all authorized funds (including supplements and carryover) for the total competitive segment up to the time of the public statement.

Any amendments by the recipient to the acknowledgement statement must be coordinated with the HHS Awarding Agency.

If the recipient plans to issue a press release concerning the outcome of activities supported by HHS financial assistance, it should notify the HHS Awarding Agency in advance to allow for coordination.

Copyright Interests Provision: This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Recipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also, at the time of submission, Recipient and/or the Recipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Recipient and/or Recipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however, the author is strongly encouraged to make the subject manuscript available as soon as possible. The recipient must obtain prior approval from the CDC for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Recipient and its submitting authors working

Exhibit B

under this award are responsible for ensuring that any publishing or copyright agreements concerning submitted article reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

Disclaimer for Conference/Meeting/Seminar Materials: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract, the recipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Logo Use for Conference and Other Materials: Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is not authorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003).

Additionally, the CDC logo cannot be used by the recipient without the express, written consent of CDC. The Program Official/Project Officer identified in the NOA can assist with facilitating such a request. It is the responsibility of the recipient to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the recipient must ensure written consent is received. Further, the HHS and CDC logo cannot be used by the recipient without a license agreement setting forth the terms and conditions of use.

Equipment and Products: To the greatest extent practical, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy.

The recipient may use its own property management standards and procedures, provided it

Exhibit B

observes provisions in applicable grant regulations found at 45 CFR Part 75.

Federal Information Security Management Act (FISMA): All information systems, electronic or hard copy, that contain federal data must be protected from unauthorized access. This standard also applies to information associated with CDC grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002, PL 107-347.

FISMA applies to CDC recipients only when recipients collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements. Under FISMA, the recipient retains the original data and intellectual property, and is responsible for the security of these data, subject to all applicable laws protecting security, privacy, and research. If/When information collected by a recipient is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347, please review the following website:
<https://www.govinfo.gov/content/pkg/PLAW-107publ347/pdf/PLAW-107publ347.pdf>.

Whistleblower Protections: As a recipient of this award you must comply with the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, 41 U.S.C. § 4712) "Enhancement of contractor protection from reprisal for disclosure of certain information," and 48 CFR part 3 subpart 3.9, "Whistleblower Protections for Contractor Employees." For more information see: <https://oig.hhs.gov/fraud/whistleblower/>.

PAYMENT INFORMATION

Fraud Waste or Abuse: The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted online at <https://tips.oig.hhs.gov/> or by mail to U.S. Department of Health and Human Services, Office of the Inspector General, Attn: OIG HOTLINE OPERATIONS, P.O. Box 23489 Washington DC 20026. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. For additional information, see: <https://oig.hhs.gov/fraud/report-fraud/>.

Automatic Drawdown (Direct/Advance Payments): Payments under CDC awards will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS), under automatic drawdown, unless specified otherwise in the NOA. Recipients must comply with requirements imposed by the PMS on-line system. Questions concerning award payments or audit inquiries should be directed to the payment management services office.

PMS Website: <https://pms.psc.gov/> PMS

Phone Support: +1(877)614-5533

PMS Email Support: PMSSupport@psc.gov

Exhibit B

Payment Management System Subaccount: Funds awarded in support of approved activities will be obligated in an established subaccount in the PMS. Funds must be used in support of approved activities in the NOFO and the approved application. All award funds must be tracked and reported separately.

Exchange Rate: All requests for funds contained in the budget, shall be stated in U.S. dollars. Once an award is made, CDC will generally not compensate foreign recipients for currency exchange fluctuations through the issuance of supplemental awards.

Acceptance of the Terms of an Award: By drawing or otherwise obtaining funds from PMS, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify the Grants Management Officer within thirty (30) days of receipt of the NOA.

Certification Statement: By drawing down funds, the recipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer federal awards and funds drawn down. Recipients must comply with all terms and conditions in the NOFO, outlined in their NOA, grant policy terms and conditions contained in applicable HHS Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grants administration regulations, as applicable; as well as any regulations or limitations in any applicable appropriations acts.

CLOSEOUT REQUIREMENTS

Recipients must submit all closeout reports identified in this section within 90 days of the period of performance end date. The reporting timeframe is the full period of performance. If the recipient does not submit all reports in accordance with this section and the terms and conditions of the Federal Award, CDC may proceed to close out with the information available within one year of the period of performance end date unless otherwise directed by authorizing statutes. Failure to submit timely and accurate final reports may affect future funding to the organization or awards under the direction of the same Project Director/Principal Investigator (PD/PI).

Final Performance Progress and Evaluation Report (PPER): This report should include the information specified in the NOFO and is submitted upon solicitation from the GMS/GMO via www.grantsolutions.gov. At a minimum, the report will include the following:

- Statement of progress made toward the achievement of originally stated aims;
- Description of results (positive or negative) considered significant; and
- List of publications resulting from the project, with plans, if any, for further publication.

All manuscripts published as a result of the work supported in part or whole by the grant must be submitted with the performance progress reports.

Final Federal Financial Report (FFR, SF-425): The FFR should only include those funds authorized and expended during the timeframe covered by the report. The Final FFR, SF-425 is required and must be submitted no later than 90 days after the period of performance end date through recipient online accounts in the Payment Management System. The final FFR will

Exhibit B

consolidate data reporting responsibilities to one entry point within PMS which will assist with the reconciliation of expenditures and disbursements to support the timely close-out of grants.

The final FFR must indicate the exact balance of unobligated funds and may not reflect any unliquidated obligations. Remaining unobligated funds will be de-obligated and returned to the U.S. Treasury.

Every recipient should already have a PMS account to allow access to complete the SF-425.

Additional guidance on submission of Federal Financial Reports can be found at <https://www.cdc.gov/grants/documents/change-in-federal-reporting-fy-2021-recipients.pdf>.

Equipment and Supplies - Tangible Personal Property Report (SF-428): A completed Tangible Personal Property Report SF-428 and Final Report SF-428B addendum must be submitted, along with any Supplemental Sheet SF-428S detailing all major equipment acquired or furnished under this project with a unit acquisition cost of \$5,000 or more. Electronic versions of the forms can be downloaded by visiting: <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1>.

If no equipment was acquired under an award, a negative report is required. The recipient must identify each item of equipment that it wishes to retain for continued use in accordance with 45 CFR Part 75. The awarding agency may exercise its rights to require the transfer of equipment purchased under the assistance award. CDC will notify the recipient if transfer to title will be required and provide disposition instruction on all major equipment.

Equipment with a unit acquisition cost of less than \$5,000 that is no longer to be used in projects or programs currently or previously sponsored by the federal government may be retained, sold, or otherwise disposed of, with no further obligation to the federal government.

CDC STAFF RESPONSIBILITIES

Roles and Responsibilities: Grants Management Specialists/Officers (GMO/GMS) and Program Officials (PO) work together to award and manage CDC grants and cooperative agreements. From the pre-planning stage to closeout of an award, grants management and program staff have specific roles and responsibilities for each phase of the grant cycle. Award specific terms and conditions will include contact information for the PO/GMO/GMS.

Program Official: The PO is the federal official responsible for monitoring the programmatic, scientific, and/or technical aspects of grants and cooperative agreements including:

- The development of programs and NOFOs to meet the CDC's mission;
- Providing technical assistance to applicants in developing their applications, e.g., explanation of programmatic requirements, regulations, evaluation criteria, and guidance to applicants on possible linkages with other resources;
- Providing technical assistance to recipients in the performance of their project; and
- Post-award monitoring of recipient performance such as review of progress reports, review of prior approval requests, conducting site visits, and other activities complementary to those of the GMO/GMS.

For Cooperative Agreements, substantial involvement is required from CDC. The PO is the federal

Exhibit B

official responsible for the collaboration or participation in carrying out the effort under the award. Substantial involvement will be detailed in the NOFO and award specific terms and conditions and may include, but is not limited to:

- Review and approval of one stage of work before work can begin on a subsequent stage;
- Review and approval of substantive programmatic provisions of proposed subawards or contracts (beyond existing federal review of procurement or sole source policies);
- Involvement in the selection of key relevant personnel;
- CDC and recipient collaboration or joint participation; and
- Implementing highly prescriptive requirements prior to award limiting recipient discretion with respect to scope of services, organizational structure, staffing, mode of operation, and other management processes.

Grants Management Officer: The GMO is the only official authorized to obligate federal funds and is responsible for signing the NOA, including revisions to the NOA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization. The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards including:

- Determining the appropriate award instrument, i.e., grant or cooperative agreement;
- Determining if an application meets the requirements of the NOFO;
- Ensuring objective reviews are conducted in an above-the-board manner and according to guidelines set forth in grants policy;
- Ensuring recipient compliance with applicable laws, regulations, and policies;
- Negotiating awards, including budgets;
- Responding to recipient inquiries regarding the business and administrative aspects of an award;
- Providing recipients with guidance on the closeout process and administering the closeout of grants;
- Receiving and processing reports and prior approval requests such as changes in funding, budget redirection, or changes to the terms and conditions of an award; and
- Maintaining the official grant file and program book.

Grants Management Specialist: The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards. Many of the functions described in the GMO section are performed by the GMS, on behalf of the GMO.

Exhibit C

Health Insurance Portability and Accountability Act (HIPAA)

1. The County is a “Covered Entity,” and the Contractor is a “Business Associate,” as these terms are defined by 45 CFR 160.103. In connection with providing services under the Agreement, the parties anticipate that the Contractor will create and/or receive Protected Health Information (“PHI”) from or on behalf of the County. The parties enter into this Business Associate Agreement (BAA) to comply with the Business Associate requirements of HIPAA, to govern the use and disclosures of PHI under this Agreement. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

The parties to this Agreement shall be in strict conformance with all applicable federal and State of California laws and regulations, including, but not limited to California Welfare and Institutions Code sections 5328, 10850, and 14100.2 *et seq.*; 42 CFR 2; 42 CFR 431; California Civil Code section 56 *et seq.*; the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), including, but not limited to, 45 CFR Parts 160, 45 CFR 162, and 45 CFR 164; the Health Information Technology for Economic and Clinical Health Act (“HITECH”) regarding the confidentiality and security of patient information, including, but not limited to 42 USC 17901 *et seq.*; and the Genetic Information Nondiscrimination Act (“GINA”) of 2008 regarding the confidentiality of genetic information.

Except as otherwise provided in this Agreement, the Contractor, as a business associate of the County, may use or disclose Protected Health Information (“PHI”) to perform functions, activities or services for or on behalf of the County, as specified in this Agreement, provided that such use or disclosure shall not violate HIPAA Rules. The uses and disclosures of PHI may not be more expansive than those applicable to the County, as the “Covered Entity” under the HIPAA Rules, except as authorized for management, administrative or legal responsibilities of the Contractor.

2. The Contractor, including its subcontractors and employees, shall protect from unauthorized access, use, or disclosure of names and other identifying information, including genetic information, concerning persons receiving services pursuant to this Agreement, except where permitted in order to carry out data aggregation purposes for health care operations [45 CFR §§ 164.504(e)(2)(i), 164.504(e)(2)(ii)(A), and 164.504(e)(4)(i)]. This pertains to any and all

Exhibit C

Health Insurance Portability and Accountability Act (HIPAA)

persons receiving services pursuant to a County-funded program. This requirement applies to electronic PHI. The Contractor shall not use such identifying information or genetic information for any purpose other than carrying out the Contractor's obligations under this Agreement.

3. The Contractor, including its subcontractors and employees, shall not disclose any such identifying information or genetic information to any person or entity, except as otherwise specifically permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164 or other law, required by the Secretary of the United States Department of Health and Human Services ("Secretary"), or authorized by the client/patient in writing. In using or disclosing PHI that is permitted by this Agreement or authorized by law, the Contractor shall make reasonable efforts to limit PHI to the minimum necessary to accomplish intended purpose of use, disclosure or request.

4. For purposes of the above sections, identifying information shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as fingerprint or voiceprint, or photograph.

5. For purposes of the above sections, genetic information shall include genetic tests of family members of an individual or individual(s), manifestation of disease or disorder of family members of an individual, or any request for or receipt of genetic services by individual or family members. Family member means a dependent or any person who is first, second, third, or fourth degree relative.

6. The Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to PHI in a designated record set (as defined in 45 CFR § 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR § 164.524 regarding access by individuals to their PHI. With respect to individual requests, access shall be provided within thirty (30) days from request. Access may be extended if the Contractor cannot provide access and provides the individual with the reasons for the delay and the date when access may be granted. PHI shall be provided in the form and format requested by the individual or the County.

The Contractor shall make any amendment(s) to PHI in a designated record set at the

Exhibit C

Health Insurance Portability and Accountability Act (HIPAA)

request of the County or individual, and in the time and manner designated by the County in accordance with 45 CFR § 164.526.

The Contractor shall provide to the County or to an individual, in a time and manner designated by the County, information collected in accordance with 45 CFR § 164.528, to permit the County to respond to a request by the individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

7. The Contractor shall report to the County, in writing, any knowledge or reasonable belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of unsecured PHI not permitted by this Agreement of which the Contractor becomes aware, immediately and without reasonable delay and in no case later than two (2) business days of discovery. Immediate notification shall be made to the County's Information Security Officer and Privacy Officer and the County's Department of Public Health ("DPH") HIPAA Representative, within two (2) business days of discovery. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or breached. The Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and State laws and regulations. The Contractor shall investigate such breach and is responsible for all notifications required by law and regulation or deemed necessary by the County and shall provide a written report of the investigation and reporting required to the County's Information Security Officer and Privacy Officer and the County's DPH HIPAA Representative.

This written investigation and description of any reporting necessary shall be postmarked within the thirty (30) working days of the discovery of the breach to the addresses below:

County of Fresno
Department of Public Health
HIPAA Representative
(559) 600-6439
P.O. Box 11867
Fresno, California 93775

County of Fresno
Department of Public Health
Privacy Officer
(559) 600-6403
P.O. Box 11867
Fresno, California 93775

County of Fresno
Department of Internal
Services
Information Security Officer
(559) 600-5800
333 W. Pontiac Way
Clovis, California 93612

Exhibit C

Health Insurance Portability and Accountability Act (HIPAA)

8. The Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from the County, or created or received by the Contractor on behalf of the County, in compliance with HIPAA's Privacy Rule, including, but not limited to the requirements set forth in Title 45, CFR, Sections 160 and 164. The Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from the County, or created or received by the Contractor on behalf of the County, available to the Secretary upon demand.

The Contractor shall cooperate with the compliance and investigation reviews conducted by the Secretary. PHI access to the Secretary must be provided during the Contractor's normal business hours; however, upon exigent circumstances access at any time must be granted. Upon the Secretary's compliance or investigation review, if PHI is unavailable to the Contractor and in possession of a subcontractor of the Contractor, the Contractor must certify to the Secretary its efforts to obtain the information from the subcontractor.

9. Safeguards

The Contractor shall implement administrative, physical, and technical safeguards as required by the HIPAA Security Rule, Subpart C of 45 CFR Part 164, that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of the County and to prevent unauthorized access, viewing, use, disclosure, or breach of PHI other than as provided for by this Agreement. The Contractor shall conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity and availability of electronic PHI. The Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. Upon the County's request, the Contractor shall provide the County with information concerning such safeguards.

The Contractor shall implement strong access controls and other security safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g.,

Exhibit C

Health Insurance Portability and Accountability Act (HIPAA)

PHI) or sensitive data to authorized users only. Said safeguards and precautions shall include the following administrative and technical password controls for all systems used to process or store confidential, personal, or sensitive data:

- A. Passwords must **not** be:
 - (1) Shared or written down where they are accessible or recognizable by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;
 - (2) A dictionary word; or
 - (3) Stored in clear text
- B. Passwords must be:
 - (1) Eight (8) characters or more in length;
 - (2) Changed every ninety (90) days;
 - (3) Changed immediately if revealed or compromised; and
 - (4) Composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a) Upper case letters (A-Z);
 - b) Lowercase letters (a-z);
 - c) Arabic numerals (0 through 9); and
 - d) Non-alphanumeric characters (punctuation symbols).

The Contractor shall implement the following security controls on each workstation or portable computing device (e.g., laptop computer) containing confidential, personal, or sensitive data:

1. Network-based firewall and/or personal firewall;
2. Continuously updated anti-virus software; and
3. Patch management process including installation of all operating system/software vendor security patches.

The Contractor shall utilize a commercial encryption solution that has received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable

Exhibit C

Health Insurance Portability and Accountability Act (HIPAA)

electronic media (including, but not limited to, compact disks and thumb drives) and on portable computing devices (including, but not limited to, laptop and notebook computers).

The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other internet transport protocol unless the data is encrypted by a solution that has been validated by the National Institute of Standards and Technology (NIST) as conforming to the Advanced Encryption Standard (AES) Algorithm. The Contractor must apply appropriate sanctions against its employees who fail to comply with these safeguards. The Contractor must adopt procedures for terminating access to PHI when employment of employee ends.

10. Mitigation of Harmful Effects

The Contractor shall mitigate, to the extent practicable, any harmful effect that is suspected or known to the Contractor of an unauthorized access, viewing, use, disclosure, or breach of PHI by the Contractor or its subcontractors in violation of the requirements of these provisions. The Contractor must document suspected or known harmful effects and the outcome.

11. The Contractor's Subcontractors

The Contractor shall ensure that any of its contractors, including subcontractors, if applicable, to whom the Contractor provides PHI received from or created or received by the Contractor on behalf of the County, agree to the same restrictions, safeguards, and conditions that apply to the Contractor with respect to such PHI and to incorporate, when applicable, the relevant provisions of these provisions into each subcontract or sub-award to such agents or subcontractors.

Nothing in this section 11 or this Exhibit D authorizes the Contractor to perform services under this Agreement using subcontractors.

12. Employee Training and Discipline

The Contractor shall train and use reasonable measures to ensure compliance with the requirements of these provisions by employees who assist in the performance of functions or activities on behalf of the County under this Agreement and use or disclose PHI, and discipline such employees who intentionally violate any provisions of these provisions, which may include

Exhibit C

Health Insurance Portability and Accountability Act (HIPAA)

termination of employment.

13. Termination for Cause

Upon the County's knowledge of a material breach of these provisions by the Contractor, the County will either:

A. Provide an opportunity for the Contractor to cure the breach or end the violation, and the County may terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by the County; or

B. Immediately terminate this Agreement if the Contractor has breached a material term of this Exhibit D and cure is not possible, as determined by the County.

C. If neither cure nor termination is feasible, the County's Privacy Officer will report the violation to the Secretary of the U.S. Department of Health and Human Services.

14. Judicial or Administrative Proceedings

The County may terminate this Agreement if: (1) the Contractor is found guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) there is a finding or stipulation in an administrative or civil proceeding in which the Contractor is a party that the Contractor has violated a privacy or security standard or requirement of the HITECH Act, HIPAA or other security or privacy laws.

15. Effect of Termination

Upon termination or expiration of this Agreement for any reason, the Contractor shall return or destroy all PHI received from the County (or created or received by the Contractor on behalf of the County) that the Contractor still maintains in any form, and shall retain no copies of such PHI. If return or destruction of PHI is not feasible, the Contractor shall continue to extend the protections of these provisions to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision applies to PHI that is in the possession of subcontractors or agents, if applicable, of the Contractor. If the Contractor destroys the PHI data, a certification of date and time of destruction shall be provided to the County by the Contractor.

16. Compliance with Other Laws

Exhibit C

Health Insurance Portability and Accountability Act (HIPAA)

To the extent that other state and/or federal laws provide additional, stricter and/or more protective privacy and/or security protections to PHI or other confidential information covered under this BAA, the Contractor agrees to comply with the more protective of the privacy and security standards set forth in the applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA Rules or are otherwise more favorable to the individual.

17. Disclaimer

The County makes no warranty or representation that compliance by the Contractor with these provisions, the HITECH Act, or the HIPAA Rules, will be adequate or satisfactory for the Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or will be secure from unauthorized access, viewing, use, disclosure, or breach. The Contractor is solely responsible for all decisions made by the Contractor regarding the safeguarding of PHI.

18. Amendment

The parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit D may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to amend this agreement in order to implement the standards and requirements of the HIPAA Rules, the HITECH Act and other applicable laws relating to the security or privacy of PHI. The County may terminate this Agreement upon thirty (30) days written notice in the event that the Contractor does not enter into an amendment providing assurances regarding the safeguarding of PHI that the County in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA Rules, and the HITECH Act.

19. No Third-Party Beneficiaries

Nothing expressed or implied in the provisions of this Exhibit D is intended to confer, and nothing in this Exhibit D does confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities

Exhibit C

Health Insurance Portability and Accountability Act (HIPAA)

whatsoever.

20. Interpretation

The provisions of this Exhibit D shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules, and applicable State laws. The parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules.

21. Regulatory References

A reference in the terms and conditions of these provisions to a section in the HIPAA Rules means the section as in effect or as amended.

22. Survival

The respective rights and obligations of the Contractor as stated in this Exhibit D survive the termination or expiration of this Agreement.

23. No Waiver of Obligation

Change, waiver or discharge by the County of any liability or obligation of the Contractor under this Exhibit D on any one or more occasions is not a waiver of performance of any continuing or other obligation of the Contractor and does not prohibit enforcement by the County of any obligation on any other occasion.

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attention: Contracts Section – 6th Floor, or email, DPHContracts@fresnocountyca.gov, certificates of insurance and endorsements for all of the coverages required under this Agreement.

Exhibit D

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
 - (v) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
 - (vi) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

Exhibit D

- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Exhibit E

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("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 used 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.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit E

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