

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 12th day of July, 2022, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and MARJAREE MASON CENTER, INC., a private, non-profit corporation, whose address is 1600 M St., Fresno, CA, 93721, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, CONTRACTOR, is in need of qualified public health nursing staff to provide nurse consultation services to pregnant and/or postpartum mothers and their infants being served at CONTRACTOR's site; and

WHEREAS, COUNTY, through its Department of Public Health, is qualified and willing to provide such services, pursuant to the terms and conditions of this Agreement.

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

1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in Exhibit A attached hereto and incorporated herein by this reference and made part of this Agreement.

B. CONTRACTOR understands that the specific health and parent health education services include PHN health interventions that will be provided while residents are in the Safe Houses and, that PHN visits will be provided for those in the community, residing at the MMC Safe Houses and/or involved with the MMC Family Stabilization Program as detailed in the services agreement between MMC and Anthem Foundation.

2. OBLIGATIONS OF THE COUNTY

A. COUNTY, through its DPH, shall make available a Public Health Nurse (PHN) to perform all services and fulfill all responsibilities as identified in Exhibit A attached hereto and incorporated herein by this reference and made part of this Agreement.

B. COUNTY, through its DPH, shall ensure that the PHN shall maintain current licensure with the State of California throughout the term of this Agreement.

1 3. TERM

2 The term of this Agreement shall be for a period commencing on July 1, 2022 through and including
3 June 30, 2024. This Agreement may be extended for two (2) additional consecutive twelve (12) month
4 periods upon written approval of both parties no later than the last day of the current term. The DPH
5 Director or his or her designee is authorized to execute such written approval on behalf of COUNTY.

6 4. TERMINATION

7 This Agreement may be terminated at any time without cause by either party upon the giving of
8 thirty (30) days advance written notice of an intention to terminate to the other party.

9 5. COMPENSATION/INVOICING

10 CONTRACTOR agrees to pay COUNTY and COUNTY agrees to receive compensation as
11 identified in Exhibit B, attached hereto and incorporated herein by this reference. COUNTY shall submit
12 quarterly invoices to CONTRACTOR, by the 30th of the month for the prior quarter's expenditures.

13 In no event shall services performed under this Agreement be in excess of One Hundred Fifty
14 Thousand and No/100 Dollars (\$150,000) during the term effective July 1, 2022 through June 30, 2024;
15 and Seventy-Five Thousand and No/100 Dollars (\$75,000) for each subsequent twelve (12) month period
16 through June 30, 2026; not to exceed Three Hundred Thousand and No/100 Dollars (\$300,000) for the
17 entire term of this Agreement. Payment by CONTRACTOR shall be in arrears, for services provided during
18 the preceding quarter, within forty-five (45) days from date of receipt of invoice by the CONTRACTOR.

19 6. INDEPENDENT CONTRACTOR

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

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

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

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

9 7. MODIFICATION

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

12 Notwithstanding the above, changes to line items in the budget, attached hereto as Exhibit B, that
13 do not exceed ten percent (10%) of the maximum compensation payable to the COUNTY, may be made
14 with the written approval of COUNTY's DPH Director, or designee, and CONTRACTOR. Said budget line
15 item changes shall not result in any change to the maximum compensation amount payable to COUNTY,
16 as stated herein.

17 8. NON-ASSIGNMENT

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

20 9. HOLD HARMLESS

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

1 COUNTY shall indemnify, defend, and hold CONTRACTOR (including without limitation
2 CONTRACTOR affiliates, subsidiaries' officers, directors, employees, representatives, independent
3 contractors and agents) harmless for, from and against any and all losses, expenses, costs, liabilities,
4 damages, claims, suits and demands (including without limitation attorney's fees and costs) arising from
5 or attributable to the acts or omissions of CONTRACTOR (including but not limited to CONTRACTOR
6 officers, directors, employees, representatives, sub-contractors and agents).

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

12 The provisions of this Section 9 shall survive termination of this Agreement.

13 10. INSURANCE

14 COUNTY shall maintain applicable self-insurance coverage for its worker's compensation,
15 general liability, automobile liability, professional liability and child molestation and social service liability
16 exposures while providing services for CONTRACTOR under the terms and condition of the Agreement.
17 These self-insurance programs do not limit CONTRACTOR's liability as a CONTRACTOR of services
18 with COUNTY or limit COUNTY's right to seek indemnification from CONTRACTOR for liability arising
19 from its performance in accordance to the terms and conditions of this agreement.

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

24 A. Commercial General Liability

25 Commercial General Liability Insurance with limits of not less than Two Million Dollars
26 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
27 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
28 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal

1 liability or any other liability insurance deemed necessary because of the nature of this contract.

2 B. Automobile Liability

3 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
4 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
5 used in connection with this Agreement.

6 C. Professional Liability

7 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
8 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
9 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. CONTRACTOR
10 agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years
11 following the termination of this Agreement, one or more policies of professional liability insurance with
12 limits of coverage as specified herein.

13 D. Worker's Compensation

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

15 E. Molestation

16 Sexual abuse/molestation liability insurance with limits of not less than One Million Dollars
17 (\$1,000,000.00) per occurrence. Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall
18 be issued on a per occurrence basis.

19 F. Cyber Liability

20 Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000
21 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by
22 CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of
23 intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion
24 of privacy violations, information theft, damage to or destruction of electronic information, release of private
25 information, alteration of electronic information, extortion and network security. The policy shall provide
26 coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring
27 expenses with limits sufficient to respond to these obligations.

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1 Additional Requirements Relating to Insurance

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

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

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

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

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

7 11. AUDITS AND INSPECTIONS

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

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

16 12. CONFIDENTIALITY

17 All services performed by COUNTY and CONTRACTOR under this Agreement shall be in strict
18 conformance with all applicable Federal, State of California and/or local laws and regulations relating to
19 confidentiality.

20 13. NON-DISCRIMINATION

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

26 14. NOTICES

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

1 COUNTY

2 County of Fresno
3 Director, Department of Public Health
4 PO Box 11867
5 Fresno, CA 93775

CONTRACTOR

 Marjaree Mason Center
 Executive Director
 1600 M Street
 Fresno, CA 93721

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

21 15. GOVERNING LAW

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

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

26 16. ELECTRONIC SIGNATURE

27 The parties agree that this Agreement may be executed by electronic signature as provided in
28 this section. An "electronic signature" means any symbol or process intended by an individual signing
 this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed

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

13 17. SEVERABILITY

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

16 18. ENTIRE AGREEMENT

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

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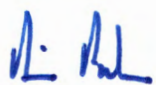
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3 **CONTRACTOR:**
4 **Marjaree Mason Center**

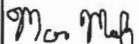
COUNTY OF FRESNO:

6 
7 _____
(Authorized Signature)


_____ **Brian Pacheco, Chairman of the Board of Supervisors of the County of Fresno**

9 **Nicole Linder, Executive Director**
10 _____
11 **Print Name & Title**
(Chairman of the Board, or President or Vice President)

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

13 
14 _____
(Authorized Signature)

By: 
_____ **Deputy**

16 **Marcus Martin, Director of Finance**
17 _____
18 **Print Name & Title**
(Corporation, or any Assistant Secretary, or Chief Financial Officer, or any Assistant Treasurer)

20 **1600 M Street, Fresno, CA 93721**
21 _____
Mailing Address

24 **FOR ACCOUNTING USE ONLY:**
25 Fund/Subclass: 0001/10000
26 ORG No.: 56201501
Account No.: 4895

County of Fresno, Department of Public Health
Marjaree Mason Center (MMC)
Public Health Nursing (PHN) Services

COUNTY PHN Responsibilities:

1. Provide short term case management services to pregnant and post-partum women at risk for poor birth outcomes due to medical, social or environmental causes as referred by staff. Case management will include assessment of current medical status and needs, monitoring of growth and development, assessment of family risk factors, medical and parenting education, linkage to medical/specialty medical services, referrals to community support services for pregnant women and family which are outside the scope of services provided by MMC.
2. Through case management services, prevent or reduce medical sequelae secondary to lack of or poor follow-through with medical services and prevent or minimize birth complications through nursing assessment, screening and referral
3. Stabilize high risk pregnant women through health education, nursing support and linkage to community resources that can provide long term intervention to lessen the likelihood of abuse and neglect.
4. Provide educational trainings, if needed, to MMC staff and parents on topics that fit within the nursing scope.
5. Attend staff meetings as deemed appropriate by administration.
6. Conduct case consults with MMC staff to determine families in need of nursing assessment/consultation/intervention monthly or more often as deemed appropriate by administration.
7. Provide case management updates to referring staff within 5 days of completion of case management contact with family.
8. Follow up with MMC case manager within 2 weeks of nursing assessment/intervention to ensure that client is complying with the instructions.
9. Documentation of services will be determined by Department of Public Health and MMC administration as deemed appropriate for legal and program requirements.
10. PHN case management services will occur at the client's home, Safe House, Family Stabilization Program or other locations as deemed necessary. Telehealth visits, which can include telephone and/or virtual platforms, can be used in lieu of in person visitation due to COVID-19 precautions.

MMC Responsibilities:

1. Provide an adequate workspace (private if possible) with office equipment needed to perform nursing duties (i.e., computer, printer, telephone, etc.)
2. Provide basic office supplies.
3. Provide appropriate interpretation services as needed for families receiving services.
4. Make appropriate referrals to the PHN, for those pregnant parents who need research-based parent training services, for families residing in the MMC Safe Houses and those who are living at home and/or involved with the MMC Family Stabilization Program.

County of Fresno, Department of Public Health
 Marjaree Mason Center
 Public Health Nursing Services

Exhibit B

FY 2022-23

| Position | Annual Salary | FTE | Salary | Unempl Ins | Retirement | OASDI | Hlth Ins | Mgmt Life | Ben Admin | Total Benefits | Total |
|----------|---------------|------|----------|------------|------------|---------|----------|-----------|-----------|----------------|-----------------|
| PHN II | \$98,523 | 0.45 | \$44,312 | \$143 | \$22,781 | \$3,390 | \$4,320 | - | \$54 | \$30,688 | \$75,000 |

FY 2023-24

| Position | Annual Salary | FTE | Salary | Unempl Ins | Retirement | OASDI | Hlth Ins | Mgmt Life | Ben Admin | Total Benefits | Total |
|----------|---------------|------|----------|------------|------------|---------|----------|-----------|-----------|----------------|-----------------|
| PHN II | \$101,601 | 0.44 | \$44,390 | \$144 | \$22,821 | \$3,396 | \$4,197 | - | \$52 | \$30,610 | \$75,000 |