

A G R E E M E N T

THIS AGREEMENT ("Agreement") is made and entered into this 3rd day of May, 2022, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Reedley Community Hospital dba, Adventist Health Reedley, a California 501 C3 Non-Profit corporation, whose address is 372 West Cypress, Reedley, California 93654, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, COUNTY, through its Department of Public Health (Department), is in need of a contractor to provide community health support and promote health intervention activities for implementation of Fresno County's Advancing Health Literacy Intervention Program, which includes recruiting, training, and deploying Community Health Workers (CHWs) to improve health literacy by identifying barriers, providing outreach, education, and coordination with healthcare providers to increase patient provider communication on the west side of Fresno County regarding COVID-19 testing, vaccination, chronic conditions, communicable diseases, as well as other social determinants of health; and

WHEREAS, CONTRACTOR, has the facilities, equipment, and personnel skilled in the provision of such services; and

WHEREAS, CONTRACTOR, 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 set forth in Exhibit A ("Statement of Work"), attached hereto and by this reference incorporated herein.

B. CONTRACTOR shall abide by local and state pandemic guidelines in place at any given time during the pandemic response and shall make every reasonable effort to follow safe and appropriate public health protection measures to minimize risk of exposures.

1 C. CONTRACTOR shall notify COUNTY within one (1) business day upon receiving
2 media requests for interviews or information.

3 D. CONTRACTOR shall identify barriers that have hindered health literacy relating to
4 chronic conditions, COVID-19 testing, vaccinations, communicable diseases, as well as other social
5 determinants of health.

6 E. CONTRACTOR shall address the health literacy needs of residents through
7 outreach activities, education, and coordination with health care providers to increase patient and provider
8 communication.

9 2. OBLIGATIONS OF THE COUNTY

10 COUNTY shall work with and assist the CONTRACTOR with activities, strategies and
11 outcomes as set forth in Exhibit A, attached hereto and by this reference incorporated herein.

12 3. TERM

13 This Agreement shall commence on May 3, 2022, and continue through and including June 30,
14 2023.

15 4. TERMINATION

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

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

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

26 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
27 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
28 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.

1 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
2 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
3 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
4 any such funds upon demand.

5 C. Without Cause - Under circumstances other than those set forth above, this
6 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an
7 intention to terminate to CONTRACTOR.

8 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and
9 CONTRACTOR agrees to receive compensation as identified in Exhibit B, attached hereto and
10 incorporated herein by this reference. CONTRACTOR shall submit monthly invoices to COUNTY, by the
11 15th day of each month for the prior month's expenditures, e-mailed to the County of Fresno,
12 Department of Public Health, OHPW-Health Literacy Program, Attention: OHPW-Health Literacy
13 Program Staff Analyst at DPHBOAP@fresnocountyca.gov or addressed to the County of Fresno,
14 Department of Public Health, OHPW-Health Literacy Program, P.O. Box 11867, Fresno, CA 93775,
15 Attention: OHPW-Health Literacy Program Staff Analyst.

16 Notwithstanding the above, payments made by COUNTY shall be in arrears, for services
17 provided during the preceding month, within forty-five (45) days after receipt and verification of
18 CONTRACTOR's invoices by COUNTY's Department of Public Health. Invoices shall detail line items
19 as specified in Exhibit B, including original budget amount(s), current month's expenses, year-to-date
20 expenses, and budget balances. In addition, invoices shall also include all relevant supporting
21 documentation including but not limited to copies of original statements, program expense receipts,
22 payroll records, mileage claims and documented administrative / overhead costs. No reimbursement for
23 services shall be made until invoices are received, reviewed and approved by COUNTY's Department of
24 Public Health.

25 In no event shall services performed under this Agreement be in excess of Five Hundred
26 Thousand Dollars and No/100 (\$500,000.00) during the full term of this Agreement. It is understood that
27 all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be
28 borne by CONTRACTOR. COUNTY shall not be obligated to make any payments under this Agreement

1 if the request for payment is received by the COUNTY more than forty-five (45) days after the end of the
2 Federal Fiscal Year.

3 6. FUNDING: Funding for these services is provided by the US Department of Health and Human
4 Services, Office of the Assistant Secretary for Health, Community Program to Improve Minority Health,
5 Catalog of Federal Domestic Assistance No. 93.173.

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

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

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

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

26 Notwithstanding the above, changes to line items in the budget, attached hereto as Exhibit B, that
27 do not exceed ten percent (10%) of the maximum compensation payable to the CONTRACTOR, may be
28 made with written approval of COUNTY's Department of Public Health Director, or designee. Said budget

line item changes shall not result in any change to the maximum compensation amount payable to CONTRACTOR, as stated herein.

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

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

The provisions of this Section 10 shall survive termination of this Agreement.

11. INSURANCE

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

A. Commercial General Liability

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

B. Automobile Liability

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

1 C. Professional Liability

2 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
3 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
4 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

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

8 D. Worker's Compensation

9 A policy of Worker's Compensation insurance as may be required by the California Labor
10 Code. CONTRACTOR agrees that it shall maintain, at its sole expense, in full force and effect for a period
11 of three (3) years following the termination of this Agreement, one or more policies of professional liability
12 insurance with limits of coverage as specified herein.

13 E. Molestation

14 Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars
15 (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be
16 issued on a per occurrence basis.

17 F. Cyber liability

18 Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim,
19 \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is
20 undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving
21 infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade
22 dress, invasion of privacy violations, information theft, damage to or destruction of electronic information,
23 release of private information, alteration of electronic information, extortion and network security. The policy
24 shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit
25 monitoring expenses with limits sufficient to respond to these obligations.

26 Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breaches,
27 which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) breach of any of
28 the Contractor's obligations under Section # of this Agreement; (iii) infringement of intellectual property,

1 including but not limited to infringement of copyright, trademark, and trade dress; (iv) invasion of privacy,
2 including release of private information; (v) information theft; (vi) damage to or destruction or alteration of
3 electronic information; (vii) extortion related to the Contractor's obligations under this Agreement regarding
4 electronic information, including Personal Information; (viii) network security; (ix) data breach response
5 costs, including Security Breach response costs; (x) regulatory fines and penalties related to the
6 Contractor's obligations under this Agreement regarding electronic information, including Personal
7 Information; and (xi) credit monitoring expenses.

8 Additional Requirements Relating to Insurance

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

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

21 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
22 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
23 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box
24 11867, Fresno, CA 93775, Attention: Contracts Section – 6th Floor, stating that such insurance coverage
25 have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will
26 not be responsible for any premiums on the policies; that for such worker's compensation insurance the
27 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any
28 amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such

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

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

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

14 12. NON-DISCRIMINATION: During the performance of this Agreement, CONTRACTOR shall not
15 unlawfully discriminate against any employee or applicant for employment, or recipient of services, because
16 of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical
17 condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
18 orientation, military status or veteran status pursuant to all applicable State of California and Federal
19 statutes and regulations.

20 13. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
21 VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS:

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

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

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

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

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

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

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

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

27 16. CONFLICT OF INTEREST: No officer, employee or agent of the COUNTY who exercises
28 any function or responsibility for planning and carrying out of the services provided under this

Agreement shall have any direct or indirect personal financial interest in this Agreement. In addition, no employee of the COUNTY shall be employed by the CONTRACTOR under this Agreement to fulfill any contractual obligations with the COUNTY. CONTRACTOR shall comply with all Federal, State of California and local conflict of interest laws, statutes and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee or agent of the COUNTY.

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

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

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

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

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

B. COUNTY shall be notified prior to execution of this Agreement of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility to be

utilized in the performance of this Agreement is under consideration to be listed on the EPA list of Violating Facilities;

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

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

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

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

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

22. SINGLE AUDIT CLAUSE:

A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit in accordance with the requirements of the Single Audit Standards as set forth in Office of Management and

Budget (OMB) Title 2 of the Code of Federal Regulations, Chapter II, Part 200. CONTRACTOR shall submit said audit and management letter to COUNTY. The audit must include a statement of findings or a statement that there were no findings. If there were negative findings, CONTRACTOR must include a corrective action plan signed by an authorized individual. CONTRACTOR agrees to take action to correct any material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to COUNTY'S DPH Administration for review within nine (9) months of the end of any fiscal year in which funds were expended and/or received for the program. Failure to perform the requisite audit functions as required by this Agreement may result in COUNTY performing the necessary audit tasks, or at the COUNTY'S option, contracting with a public accountant to perform said audit, or, may result in the inability of COUNTY to enter into future agreements with the CONTRACTOR.

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

23. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

COUNTY and CONTRACTOR each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and agree to use and disclose Protected Health Information (PHI) as required by law.

COUNTY and CONTRACTOR acknowledge that the exchange of PHI between them is only for treatment, payment, and health care operations.

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

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require CONTRACTOR to enter into a contract containing specific requirements prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504 of the Code of Federal Regulations.

24. DATA SECURITY: For the purpose of preventing the potential loss, misappropriation or

1 inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client
2 information; abuse of COUNTY resources; and/or disruption to COUNTY operations, individuals and/or
3 agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services
4 under this Agreement must employ adequate data security measures to protect the confidential
5 information provided to CONTRACTOR by the COUNTY, including but not limited to the following:

6 A. CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices

7 CONTRACTOR may not connect to COUNTY networks via personally-owned
8 mobile, wireless or handheld devices, unless the following conditions are met:

- 9 1) CONTRACTOR has received authorization by COUNTY for telecommuting purposes;
10 2) Current virus protection software is in place;
11 3) Mobile device has the remote wipe feature enabled; and
12 4) A secure connection is used.

13 B. CONTRACTOR-Owned Computers or Computer Peripherals

14 CONTRACTOR may not bring CONTRACTOR-owned computers or computer
15 peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief Information
16 Officer, and/or designee(s), including but not limited to mobile storage devices. If data is approved to be
17 transferred, data must be stored on a secure server approved by the COUNTY and transferred by
18 means of a Virtual Private Network (VPN) connection, or another type of secure connection. Said data
19 must be encrypted.

20 C. COUNTY-Owned Computer Equipment

21 CONTRACTOR or anyone having an employment relationship with the COUNTY,
22 may not use COUNTY computers or computer peripherals on non-COUNTY premises without prior
23 authorization from the COUNTY's Chief Information Officer, and/or designee(s).

24 D. CONTRACTOR may not store COUNTY's private, confidential, or sensitive data
25 on any hard-disk drive, portable storage device, or remote storage installation unless encrypted.

26 E. CONTRACTOR shall be responsible to employ strict controls to ensure the
27 integrity and security of COUNTY's confidential information and to prevent unauthorized access,
28 viewing, use or disclosure of data maintained in computer files, program documentation, data

1 processing systems, data files and data processing equipment which stores or processes COUNTY data
2 internally and externally.

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

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

10 H. COUNTY shall provide oversight to CONTRACTOR'S response to all incidents
11 arising from a possible breach of security related to COUNTY's confidential client information provided
12 to CONTRACTOR. CONTRACTOR will be responsible to issue any notification to affected individuals as
13 required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR will be
14 responsible for all costs incurred as a result of providing the required notification.

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

17 COUNTY

18 COUNTY OF FRESNO

19 Director, Department of Public Health

20 PO Box 11867

21 Fresno, CA 93775

22 DPHContracts@fresnocountyca.gov

CONTRACTOR

Adventist Health Reedley

372 West Cypress Avenue

Reedley, CA 93654

Castila05@ah.org

23 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
24 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
25 an overnight commercial courier service, or by telephonic facsimile transmission or delivered via email. A
26 notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-
27 class United States mail is effective three COUNTY business days after deposit in the United States mail,
28 postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service
is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery
fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice

delivered by telephonic facsimile or electronic email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

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

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

27. COMPLIANCE WITH FEDERAL REQUIREMENTS: CONTRACTOR recognizes that COUNTY operates its Advancing Health Literacy grant program with the use of Federal funds, and that the use of these funds imposes certain requirements on the COUNTY and its subcontractors. CONTRACTOR shall adhere to all Federal requirements, including those identified in Exhibit C, attached hereto and by this reference incorporated herein.

28. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

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

16 30. SEVERABILITY: The positions of this Agreement are severable. The invalidity or
17 unenforceability of any one provision in the Agreement shall not affect the other provisions.

18 31. ENTIRE AGREEMENT: This Agreement, including Exhibits A, B, C, and D constitutes the
19 entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and
20 supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements,
21 publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

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27 ///

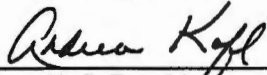
28 ///

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

3
4 **CONTRACTOR**
5 **Reedley Community Hospital dba,**
6 **Adventist Health Reedley**

COUNTY OF FRESNO

7 (Authorized Signature)

8 

9 Andrea Kofl, President

10 372 West Cypress
11 Reedley, California 93654

12 Mailing Address


13 Brian Pacheco, Chairman of the Board of
14 Supervisors of the County of Fresno

15 **ATTEST:**
16 Bernice E. Seidel
17 Clerk of the Board of Supervisors
18 County of Fresno, State of California

19 By: 
20 Deputy

21 **FOR ACCOUNTING USE ONLY:**

22 Fund: 0001

23 Subclass: 10000

24 ORG: 56201557

25 Account: 7295
26
27
28

Fresno County Department of Public Health – Advancing Health Literacy

Exhibit A: Scope of Work

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
1. Recruit 1-8 Community Health Workers (CHWs) serving rural communities in west Fresno County to serve 80% Hispanic/Latino (at least 205 agricultural workers), 10% Asian, and 10% White/Other clients. CHWs will work with clients to assess needs and make appropriate referrals in order to remove barriers to health literacy and health care, including social determinants of health (SDoH), and COVID-19 education and outreach.	1.1 Recruit CHWs within 6 weeks of contract execution.	Community based organization, FQHC, or RHC vendor (Vendor)	4/19/22-5/31/22	List of CHWs recruited and their FTE submitted with monthly progress report.
	1.2 CHWs must complete all appropriate trainings as identified by Fresno County Department of Public Health (FCDPH), collaborative partners, etc.	CHWs	4/19/22-6/30/22	List of trainings completed with dates submitted with monthly progress report
	1.3 Meet regularly with FCDPH staff monthly, or as needed, to provide feedback and to discuss any issues identified.	FCDPH Staff, Vendor, CHWs	Ongoing	List of meeting dates, attendees, and copies of agendas submitted with monthly progress report.
	1.4 At least monthly participation in 4-8 hours of outreach for agricultural workers in community settings or agricultural employer locations.	CHW	Ongoing	Log of hours of outreach performed and locations submitted with monthly progress report.
	1.5 Each CHW will complete an assessment for each new client. Number TBD.	CHW	Ongoing	Report of assessments completed submitted monthly with progress report.
	1.6 Each CHW will provide at least 40 health education materials per month to clients.	CHW	Ongoing	Log with names of health education materials, language, and number of materials given submitted with monthly progress report.
	1.7 Each CHW will make appropriate referrals for client to remove barriers to health literacy.	CHW	Ongoing	List of referrals made for each client submitted with monthly progress report.
	1.8 CHWs will enter all information into a data system identified by FCDPH staff.	CHW	Ongoing	Reports from data system submitted with monthly progress report.
	1.9 Each CHW will follow up with clients and referrals to ensure resources are being accessed.	CHW	Ongoing	Log of referrals that received a follow up submitted with monthly progress report.

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
2. Work with evaluation team to ensure necessary data is collected in a timely manner.	2.1 Work with evaluator to develop appropriate data collection tools: type, language, frequency, etc.	Vendor, CHW	4/19/22-8/1/22	List of tools developed in collaboration with the evaluation team.
	2.2 Assist with developing, modifying health education materials as needed.	Vendor, CHW	Ongoing	List of materials that were developed or modified submitted with monthly progress report.
	2.3 Collect data as needed.	Vendor, CHW	Ongoing	N/A
	2.4 Submit required data to evaluation team for analyzing in a timely manner.	Vendor, CHW	Ongoing	Data will be submitted with monthly progress reports. (from Objective 1)

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
3. Other	3.1 Submit monthly progress reports to FCDPH.	Vendor	5/1/22-6/30/23	Progress report, including success stories and barriers/challenges and all logs described above (from Objective 1).
	3.2 Submit a monthly invoice to FCDPH.	Vendor	5/1/22-6/30/23	Invoice reflecting monthly expenses using the template provided.
	3.2 Attend collaborative meetings as required, such as meetings with collaborative partners, FCHIP, the funder, etc.	Vendor, CHW	Ongoing	List of meetings attended, and copies of agendas submitted with monthly progress report.

Glossary:

- FQHC: Federally Qualified Health Centers
- RHC: Rural Health Center
- CBO: Community-Based Organizations
- CHW: Community Health Workers
- CVHPI: Central Valley Health Policy Institute
- RFP: Review for Proposal
- FCDPH: Fresno County Department of Public Health.
- FCHIP: Fresno County Health Improvement Partnership.
- SDOH: Social Determinant of Health (Ex: safe housing, transportation, neighborhoods, racism, discrimination, violence education, job opportunities, income, access to care, polluted air and water, access to nutritious food and physical activities, language, literacy skills, and more.)

Advancing Health Literacy

YEAR 1 BUDGET

(5/3/2022-6/30/2022)

PERSONNEL				
Position Title and Name	Annual Salary	% FTE¹	Benefit	Benefit Cost
Project Manager, To Be Recruited	\$ 65,000	25%	20%	\$ 3,250
Community Health Worker, To Be Hired	\$ 6,058	0%	20%	\$ 1,212
Community Health Worker, To Be Hired	\$ 6,058	0%	20%	\$ 1,212
Community Health Worker, To Be Hired	\$ 6,058	0%	20%	\$ 1,212
Position 5	\$ -			\$ -
Sub-Total	\$ 34,424	0.3		\$ 6,885
Total Personnel	\$ 41,308			

OPERATIONAL	
General Office Supplies	
Printing	\$ 7,170
Meeting Room Rentals	
Communications	
Tech Support	
Total Operational	\$ 7,170

Notes

- 1: Full-time equivalent
 2: Not to exceed 20% of annual salary (unless requesting a waiver)
 3: See note in SOW regarding calculating indirect cost rate

TRAVEL	
Local travel to complete SOW activities	\$ 1,500
Conferences/Trainings	
Total Travel	\$ 1,500

OTHER	
Public Relations Services	
Technical Assistance	
Meeting supplies, interpretation, child care, etc.	
Education/Training Materials	
Total Other	\$ -

Total Direct Costs	\$ 49,978
Administrative (Indirect) Costs³	\$ 6,196

TOTAL BUDGET	\$ 56,175
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Advancing Health Literacy

YEAR 2 BUDGET

(7/1/2022-6/30/2023)

PERSONNEL				
Position Title and Name	Annual Salary	% FTE¹	Benefit Rate²	Benefit Cost
Project Manager, To Be Recruited	\$ 65,000	100%	20%	\$ 13,000
Community Health Worker, To Be Hired	\$ 39,374	100%	20%	\$ 7,875
Community Health Worker, To Be Hired	\$ 39,374	100%	20%	\$ 7,875
Community Health Worker, To Be Hired	\$ 39,374	100%	20%	\$ 7,875
Grant Specialist, To Be Recruited	\$ 65,894	25%	20%	\$ 3,295
Project Specialist, To Be Hired	\$ 65,894	50%	20%	\$ 6,589
Data Analyst, To Be Recruited	\$ 68,557	50%	20%	\$ 6,856
Sub-Total	\$ 266,821	5.3		\$ 53,364
Total Personnel	\$ 320,185			

OPERATIONAL	
General Office Supplies	
Printing	\$ 60,000
Meeting Room Rentals	
Communications	
Tech Support	
Total Operational	\$ 60,000

Notes

- 1: Full-time equivalent
 2: Not to exceed 20% of annual salary (unless requesting a waiver)
 3: See note in SOW regarding calculation of indirect cost rate.

TRAVEL	
Local travel to complete SOW activities	\$ 9,000
Conferences/Trainings	\$ 6,612
Total Travel	\$ 15,612

OTHER	
Public Relations Services	\$ -
Technical Assistance	\$ -
Meeting supplies, interpretation, child care, etc.	\$ -
Education/Training Materials	\$ -
Total Other	\$ -

Total Direct Costs	\$ 395,798	
Administrative (Indirect) Costs³	\$ 48,028	\$ 54,224

TOTAL BUDGET	\$ 443,825
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Advancing Health Literacy

Contractor Name:	Reedley Community Hospital dba Adventist Health Reedley	
Contractor Address:	372 W Cypress Ave, Reedley, CA 93654	
Contractor Phone Number:	559-537-0053	
Contractor Contact Person	Araceli Castillo, Manager, Grants and Community Development	
Budget Term:	1/1/2022-6/30/2022	

EXPENDITURES	BUDGET	JUSTIFICATION
--------------	--------	---------------

Personnel Expenses		
Project Manager, To Be Hired	\$ 16,250	Project Manager to manage the entire project and ensure the team stays on track. The team will recruit from an existing, experienced staff member. Salary midpoint is at \$65,000 annually x 3 months to allow for the time past already.
Community Health Worker, To Be Hired	\$ 6,058	Community Health Workers will implement the needs assessment, health education and referrals in the community. To comply with the need to hire within six weeks of contract execution, the team includes two months of pay for this position. \$39,374 annually x 0.17 FTE
Community Health Worker, To Be Hired	\$ 6,058	Community Health Workers will implement the needs assessment, health education and referrals in the community. To comply with the need to hire within six weeks of contract execution, the team includes two months of pay for this position. \$39,374 annually x 0.17 FTE
Community Health Worker, To Be Hired	\$ 6,058	Community Health Workers will implement the needs assessment, health education and referrals in the community. To comply with the need to hire within six weeks of contract execution, the team includes two months of pay for this position. \$39,374 annually x 0.17 FTE
Project Specialist, To Be Hired	\$0.00	The Project Specialist will assist the Project Manager with internal coordination of the project. The team expects to use the first three months of the project to hire for this position.
Data Analyst, To be Recruited	\$0.00	The Data Analyst is a position that will assist the Community Health Workers with the data and evaluation portions of the project. The team anticipates recruiting from the existing data analysts on staff.

Fringe benefits	\$ 6,885	Fringe benefits are calculated at 30% of personnel costs but here are included at the project maximum of 20% and include: health insurance, dental insurance, vision, FICA, Medicare, state disability insurance and state unemployment insurance.
TOTAL Personnel Expenses	\$ 41,308	

Operating Expenses		
General Office Supplies	\$0.00	Not applicable.
Printing	\$ 7,170	To offset some of the printing from the trainings, meetings and work of the first months, the team allocated this money to go towards printing, which is estimated at \$0.50 per sheet.
Meeting Room Rentals	\$0.00	Not applicable.
Communications	\$ -	Not applicable.
Tech Support	\$0.00	Not applicable.
TOTAL Operating Expenses	\$7,170.00	

Travel		
Local travel to complete SOW activities	\$ 1,500	This amount will reimburse the mileage that the Community Health Workers spend to complete the SOW activities. At Adventist Health it is reimbursed at \$0.50 a mile. This allows for 500 miles for each Community Health Worker during this time period.
Conferences/Trainings	\$ -	Not applicable.
TOTAL Travel	\$ 1,500	

Other		
Public Relations Services	\$ -	Not applicable.
Technical Assistance	\$ -	Not applicable.
Meeting supplies, interpretation, child care, etc.	\$ -	Not applicable.
Education/Training Materials	\$ -	Not applicable.
TOTAL Other	\$ -	
TOTAL DIRECT EXPENSES	\$ 49,978	
TOTAL INDIRECT EXPENSES	\$ 6,196	Not to exceed 20% of annual salary unless requesting a waiver. Amount calculated using Personnel Total x 20%
TOTAL EXPENSES	\$ 56,175	

Advancing Health Literacy

Contractor Name:	Reedley Community Hospital dba Adventist Health Reedley	
Contractor Address:	372 W Cypress Ave, Reedley, CA 93654	
Contractor Phone Number:	559-537-0053	
Contractor Contact Person	Araceli Castillo, Manager, Grants and Community Development	
Budget Term:	7/1/2022-6/30/2023	

EXPENDITURES	BUDGET	JUSTIFICATION
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Personnel Expenses		
Project Manager, To Be Hired	\$ 65,000	Project Manager to manage the entire project and ensure the team stays on track. The team will recruit from an existing, experienced staff member. Salary midpoint is at \$65,000
Community Health Worker, To Be Hired	\$ 39,374	Community Health Workers will implement the needs assessment, health education and referrals in the community. The high point salary is \$39,374 annually.
Community Health Worker, To Be Hired	\$ 39,374	Community Health Workers will implement the needs assessment, health education and referrals in the community. The high point salary is \$39,374 annually.
Community Health Worker, To Be Hired	\$ 39,374	Community Health Workers will implement the needs assessment, health education and referrals in the community. The high point salary is \$39,374 annually.
Grant Specialist, To Be Recruited	\$ 16,474	The Grant Specialist will assist with compliance processes, including finance/audit and reporting requirements (internal and external). The estimated FTE required for this project is 25%, and the midpoint salary for this position is \$68,894.
Project Specialist, To Be Hired	\$ 32,947	The Project Specialist will assist the Project Manager with internal coordination of the project. The team expects this position to work half-time, and the midpoint salary for it is \$65,894.
Data Analyst, To be Recruited	\$ 34,278	The Data Analyst is a position that will assist the Community Health Workers with the data and evaluation portions of the project. The team anticipates recruiting from the existing data analysts on staff to also work half-time on this project. The midpoint salary for this position is \$68,557.
Fringe benefits	\$ 53,364	Fringe benefits are calculated at 30% of personnel costs but here are included at the project maximum of 20% and include: health insurance, dental insurance, vision, FICA, Medicare, state disability insurance and state unemployment insurance.
TOTAL Personnel Expenses	\$320,185.32	

Operating Expenses		
General Office Supplies	\$0.00	Not applicable.
Printing	\$ 60,000	To offset the large amount of printing expected from the meetings and work, the team allocated this money to go towards printing, which is estimated at \$0.50 per sheet.
Meeting Room Rentals	\$0.00	Not applicable.
Communications	\$ -	Not applicable.
Tech Support	\$0.00	Not applicable.
TOTAL Operating Expenses	\$60,000.31	

Travel		
Local travel to complete SOW activities	\$ 9,000	This amount will reimburse the mileage that the Community Health Workers spend to complete the SOW activities. At Adventist Health it is reimbursed at \$0.50 a mile. Thus, the team is allocating 500 miles per month each for the Community Health Workers to be able to freely complete the activities.
Conferences/Trainings	\$ 6,612	Attendance of 2 conferences or trainings for CHWs. Given the uncertainty around decisions about virtual or in-person events, the budget includes the following for each CHW: an estimated \$500 fee for attendance + (\$250 fee for accommodations + \$51 meal and incidentals per policy) x 2 days = \$1,102 per CHW
TOTAL Travel	\$ 15,612	

Other		
Public Relations Services	\$ -	Not applicable.
Technical Assistance	\$ -	Not applicable.
Meeting supplies, interpretation, child care, etc.	\$ -	Not applicable.
Education/Training Materials	\$ -	Not applicable.
TOTAL Other	\$ -	
TOTAL DIRECT EXPENSES	\$395,797.63	
TOTAL INDIRECT EXPENSES	\$ 48,028	Not to exceed 20% of annual salary unless requesting a waiver. Amount calculated using Personnel Total x 20%
TOTAL EXPENSES	\$443,825.43	



DEPARTMENT OF HEALTH AND HUMAN SERVICES
Office of the Secretary

Exhibit C

Notice of Award

Award# 1CPIMP211269-01-00

FAIN# CPIMP211269

Federal Award Date: 06/18/2021

STANDARD TERMS

1. **Compliance with Terms and Conditions.** You must comply with all terms and conditions outlined in the grant award, including grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements (GPS), (note any references in the GPS to 45 C.F.R. Part 74 or 92 are now replaced by 45 C.F.R. Part 75, and the SF-269 is now the SF-425), and 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. By drawing or otherwise obtaining funds for the award from the grant payment system or office, you accept the terms and conditions of the award and agree to perform in accordance with the requirements of the award. The HHS Grants Policy Statement is available at: <http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf> Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS awards are at 45 C.F.R. Part 75.
2. **Grants Management Officer Prior Approval Requirements.** Certain changes to your project or personnel require prior approval from the Grants Management Officer (GMO). (See Part II, HHS Grants Policy Statement (GPS), any references in the GPS to 45 C.F.R. Part 74 or 92 are now replaced by 45 C.F.R. Part 75). All amendment requests requiring prior approval must be signed by the grantee authorizing official and or PI/PD and submitted through the Grant Solutions Amendment Module. Only responses signed by the GMO are considered valid. If you take action on the basis of responses from other officials or individuals, you do so at your own risk. Such responses will not be considered binding by or upon any OASH Office or HHS component. Any other correspondence not relating to a prior approval item should be uploaded to Grant Notes within the Grant Solutions system. Include the Federal grant number and signature of the authorized business official and the project director on all such correspondence.
3. **Salary Limitation (Further Consolidated Appropriations Act, 2020, Div. A, Title II, 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.” The Salary Limitation is based upon the Executive Level II of the Federal Executive Pay Scale. Effective January 2021, the Executive Level II salary is \$199,300. For the purposes of the salary limitation, the direct salary is exclusive of fringe benefits and indirect costs. An individual’s direct salary is not constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to the grant cooperative agreement. A recipient may pay an individual’s salary amount in excess of the salary cap with non-federal funds.
4. **Reporting Subawards and Executive Compensation.**

A. Reporting of first-tier subawards.

1) Applicability.



DEPARTMENT OF HEALTH AND HUMAN SERVICES
Office of the Secretary

Exhibit C

Notice of Award

Award# **1CPIMP211269-01-00**

FAIN# **CPIMP211269**

Federal Award Date: **06/18/2021**

Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2) Where and when to report.

You must report each obligating action described in paragraph A.1. of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FFRS). For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3) What to report.

You must report the information about each obligating action as specified in the submission instructions posted at <http://www.frs.gov>.

B. Reporting Total Compensation of Recipient Executives.

1) Applicability and what to report.

You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

a) The total Federal funding authorized to date under this award is \$25,000 or more;

b) In the preceding fiscal year, you received—

(1) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. §170.320 (and subawards); and

(2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. §170.320 (and subawards); and

c) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.



DEPARTMENT OF HEALTH AND HUMAN SERVICES
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Exhibit C

Notice of Award

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Federal Award Date: [06/18/2021](#)

(To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at the Executive Compensation page of the SEC website.)

2) Where and when to report.

You must report executive total compensation described in paragraph B.1. of this award term:

a) As part of your registration profile in the System for Award Management (SAM).

b) By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

1) Applicability and what to report.

Unless you are exempt as provided in paragraph D of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

a) In the subrecipient's preceding fiscal year, the subrecipient received—

(1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

(2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

b) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at the Executive Compensation page of the SEC website.)

2) Where and when to report.

You must report subrecipient executive total compensation described in paragraph C.1. of this award term:

a) To the recipient.



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Office of the Secretary

Exhibit C

Notice of Award

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b) By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- 1) Subawards, and
- 2) The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions.

For purposes of this award term:

1) “Entity”

This term means all of the following, as defined in 2 C.F.R. Part 25:

- a) A Governmental organization, which is a State, local government, or Indian tribe;
- b) A foreign public entity;
- c) A domestic or foreign nonprofit organization;
- d) A domestic or foreign for-profit organization;
- e) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2) “Executive”

This term means officers, managing partners, or any other employees in management positions.

3) “Subaward”:

- a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.



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Office of the Secretary

Exhibit C

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Award# **1CPIMP211269-01-00**

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Federal Award Date: **06/18/2021**

b) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. II .210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).

c) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4) “Subrecipient”

This term means an entity that:

a) Receives a subaward from you (the recipient) under this award; and

b) Is accountable to you for the use of the Federal funds provided by the subaward.

5) “Total compensation”

This term means the cash and noncash dollar value earned by the executive during the recipient’s or subrecipient’s preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

a) Salary and bonus.

b) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

c) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

d) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans. e) Above-market earnings on deferred compensation which is not tax-qualified.

f) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life



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insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds \$10,000.

5. Trafficking in Persons. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104)

A. Provisions applicable to a recipient that is a private entity.

1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not

- a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- b) Procure a commercial sex act during the period of time that the award is in effect; or
- c) Use forced labor in the performance of the award or subawards under the award.

2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

- a) Is determined to have violated a prohibition in paragraph A.1 of this award term; or
- b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either-
 - (1) Associated with performance under this award; or
 - (2) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 376.



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Office of the Secretary

Exhibit C

Notice of Award

Award# **1CPIMP211269-01-00**

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Federal Award Date: **06/18/2021**

B. Provision applicable to a recipient other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-

- 1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either

a) Associated with performance under this award; or

b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 376.

C. Provisions applicable to any recipient.

1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term

2) Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:

a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

b) Is in addition to all other remedies for noncompliance that are available to us under this award.

3) You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:



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1) "Employee" means either:

a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

b) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2) "Forced labor" means:

Labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3) "Private entity":

a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.

b) Includes:

(1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).

(2) A for-profit organization.

4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion"

These terms have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102)

6. **Whistleblower Protections.** You are hereby given notice that the 48 C.F.R. § 3.908 (related to the enhancement of contractor employee whistleblower protections), implementing 41 U.S.C. § 4712, as amended (entitled "Enhancement of contractor protection from reprisal for disclosure of certain information") applies to this award.

7. **Reporting of Matters Related to Recipient Integrity and Performance.**

A. General Reporting Requirement



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If the total value of your 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, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is 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 paragraph 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.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- 1) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- 2) Reached its final disposition during the most recent five-year period; and
- 3) If one of the following:
 - a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - b) 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;
 - c) 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
 - d) Any other criminal, civil, or administrative proceeding if:
 - (1) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (2) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and



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(3) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B 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.

D. Reporting Frequency

During any period of time when you are subject to this requirement in paragraph A 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.

E. Definitions

For purposes of this award term and condition:

- 1) 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.
- 2) 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.
- 3) Total value of currently active grants, cooperative agreements, and procurement contracts includes—



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- a) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
- b) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

F. Disclosure Requirements.

Consistent with 45 C.F.R. § 75.113, applicants and recipients must disclose, in a timely manner, in writing to the HHS Awarding Agency, with a copy to the HHS Office of the Inspector General, 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 Office of the Inspector General 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 awarding agency and to the HHS OIG at the following addresses:

HHS OASH Grants and Acquisitions Management
1101 Wootton Parkway, Plaza Level
Rockville, MD 20852

AND

US Department of Health and Human Services Office of Inspector General
ATTN: OIG HOTLINE OPERATIONS—MANDATORY GRANT DISCLOSURES
PO Box 23489 Washington, DC 20026

URL: <http://oig.hhs.gov/fraud/report-fraud/index.asp>

(Include “Mandatory Grant Disclosures” in subject line)

Fax: 1-800-223-8164 (Include “Mandatory Grant Disclosures” in subject line)

Failure to make required disclosures can result in any of the remedies described in 45 C.F.R. § 75.371 (“Remedies for noncompliance”), including suspension or debarment (See also 2 C.F.R. Parts 180 & 376 and 31 U.S.C. § 3321).

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



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8. Intellectual Property.

A. Data. The federal government has the right to: 1) Obtain, reproduce, publish, or otherwise use the data produced under this award; and 2) Authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.

B. Copyright. The awardee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a federal award. The federal government

reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

C. Patents and Inventions. The awardee is subject to applicable regulations governing patents and inventions, including government- wide regulations issued by the Department of Commerce at 37 CFR part 401.

- 9. Acknowledgement of Federal Grant Support.** 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 nongovernmental sources.

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 [full name of the PROGRAM OFFICE] 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 [PROGRAM OFFICE]/OASH/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by [PROGRAM OFFICE]/OASH/HHS, or the U.S. Government. For more information, please visit [PROGRAM OFFICE website, if available].

The HHS Grant or Cooperative Agreement IS partially funded with other nongovernmental sources:



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This [project/publication/program/website, etc.] [is/was] supported by the [full name of the PROGRAM OFFICE] 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 [PROGRAM OFFICE]/OASH/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

[PROGRAM OFFICE]/OASH/HHS, or the U.S. Government. For more information, please visit [PROGRAM OFFICE website, if available].

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 OASH federal project officer and the OASH grants management officer.

If the recipient plans to issue a press release concerning the outcome of activities supported by this financial assistance, it should notify the OASH federal project officer and the OASH grants management officer in advance to allow for coordination.

10. Prohibition on certain telecommunications and video surveillance services or equipment.

A. As described in CFR 200.216, recipients and subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) 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).
 - a) 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).



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b) Telecommunications or video surveillance services provided by such entities or using such equipment.

c) 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.

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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