

A G R E E M E N T

THIS AGREEMENT is made and entered into this 14th day of December 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and HR Support, Inc, a California corporation, whose address is 18261 Madison Avenue, Castro Valley, CA, 94546, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, through its Department of Public Health, is in need of temporary vendors to provide COVID vaccine administration and testing teams and flu vaccination administration teams available for vaccination and testing events; and

WHEREAS, CONTRACTOR and COUNTY entered into an Agreement (COUNTY Agreement No. P-21-391) effective September 27, 2021, whereby CONTRACTOR agreed to provide on-call COVID vaccination administration teams for various vaccination events and vaccination testing services; and

WHEREAS, COUNTY desires to add flu vaccination services to the services that may be provided by CONTRACTOR; and

WHEREAS, the parties wish to complete the COUNTY Agreement No. P-21-391 and enter into this new Agreement effective upon execution; and

WHEREAS, COUNTY anticipates a continuing need for these services throughout 2022 and potentially into 2023; and

WHEREAS, CONTRACTOR operates COVID vaccination administration and testing teams in multiple California counties and has the equipment and personnel skilled in the provision of vaccination and testing services.

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

1. OBLIGATIONS OF THE CONTRACTOR

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

In addition to billing COUNTY for services, CONTRACTOR shall also bill patient's private

1 insurance, Medi-Cal, or submit for Federal reimbursement for uninsured patients through the Health
2 Resources and Services Administration's (HRSA) claims reimbursement program for COVID-19 vaccine
3 administration costs.

4 2. OBLIGATIONS OF THE COUNTY

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

6 3. TERM

7 The term of this Agreement shall commence upon execution through and including
8 September 26, 2022. This Agreement may be extended for one (1) additional twelve (12) month period
9 upon written approval of both parties no later than thirty (30) days prior to the first day of the twelve (12)
10 month extension period. The Director of the Department of Public Health or his or her designee is
11 authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory
12 performance.

13 4. TERMINATION

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

19 B. Without Cause - COUNTY reserves the right to terminate this Agreement without
20 cause upon thirty (30) days written notice to the CONTRACTOR. In the event of such termination,
21 CONTRACTOR shall be paid for satisfactory services or supplies provided to the date of termination. If
22 COUNTY terminates without cause prior to the expiration of this Agreement, COUNTY shall be responsible
23 to pay CONTRACTOR \$1,950 for each event fewer than forty (40), as identified in Exhibit A, that COUNTY
24 failed to provide to CONTRACTOR prior to the date of termination.

25 C. Breach of Contract - The COUNTY may immediately suspend or terminate this
26 Agreement in whole or in part, for cause, where in the determination of the COUNTY there is:

- 27 1) An illegal or improper use of funds;
28 2) A failure to comply with any term of this Agreement;

- 1 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 2 4) Improperly performed service.

3 Upon notice by COUNTY of termination of this Agreement for cause, CONTRACTOR shall have
4 thirty (30) days to correct the cause for termination to COUNTY'S satisfaction. If CONTRACTOR is unable
5 to correct the cause for termination within thirty (30) days to COUNTY'S satisfaction, the Agreement shall
6 terminate and COUNTY shall not be responsible to pay CONTRACTOR for any events fewer than forty
7 (40), as identified in Exhibit A, that COUNTY failed to provide to CONTRACTOR prior to the date of
8 termination.

9 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
10 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
11 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
12 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
13 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
14 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
15 any such funds upon demand.

16 D. CONTRACTOR Terminates – CONTRACTOR reserves the right to terminate this
17 Agreement upon thirty (30) days written notice to COUNTY. In the event of such termination, COUNTY
18 shall not be responsible to pay CONTRACTOR \$1,950 for any events fewer than forty (40), as identified in
19 Exhibit A, that COUNTY failed to provide CONTRACTOR prior to the date of termination.

20 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and
21 CONTRACTOR agrees to receive compensation at the rates identified in Exhibit A. CONTRACTOR shall
22 submit monthly invoices to the County of Fresno, Department of Public Health, Community Health Division,
23 P.O. Box 11867, Fresno, CA 93775, Attention: Business Office or dphboap@fresnocountyca.gov.

24 In no event shall services performed under this Agreement be in excess of Eight Hundred
25 Thousand and No/100 Dollars (\$800,000.00) during the term of this Agreement. It is understood that all
26 expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by
27 CONTRACTOR. Invoice terms shall be Net forty-five (45) Days.

28 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations

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

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

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

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

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

22 9. HOLD HARMLESS:

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

1 or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or
2 employees under this Agreement.

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

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

8 A. Commercial General Liability

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

14 B. Automobile Liability

15 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
16 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
17 used in connection with this Agreement.

18 C. Professional Liability

19 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
20 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
21 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. Contractor
22 agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years
23 following the termination of this Agreement, one or more policies of professional liability insurance with
24 limits of coverage as specified herein.

25 D. Worker's Compensation

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

27 E. Molestation

28 Sexual abuse/molestation liability insurance (including but not limited to corporal punishment

1 liability, sexual abuse and molestation liability, and child abduction liability) with limits of not less than One
2 Million Dollars (\$1,000,000.00) per occurrence. Two Million Dollars (\$2,000,000.00) annual aggregate.
3 This policy shall be issued on a per occurrence basis.

4 Additional Requirements Relating to Insurance

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

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

17 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
18 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
19 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box
20 11867, Fresno, CA 93775, Attention: Contracts Section – 6th Floor, stating that such insurance coverage
21 have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will
22 not be responsible for any premiums on the policies; that for such worker's compensation insurance the
23 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any
24 amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such
25 Commercial General Liability insurance names the County of Fresno, its officers, agents and employees,
26 individually and collectively, as additional insured, but only insofar as the operations under this Agreement
27 are concerned; that such coverage for additional insured shall apply as primary insurance and any other
28 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess

1 only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this
2 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice
3 given to COUNTY.

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

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

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

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

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

28 ///

1 12. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

2 A. COUNTY and CONTRACTOR each consider and represent themselves as covered
3 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-
4 191 (HPAA) and agree to use and disclose protected health information as required by law. COUNTY and
5 CONTRACTOR acknowledge that the exchange of protected health information between them is only for
6 treatment, payment and health care operations or public health surveillance, investigation, or intervention.
7 The HIPAA Privacy Rules creates a special rule for a subset of public health activities whereby HIPAA
8 cannot preempt state law if, “[t]he provision of state law, including state procedures established under such
9 law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the
10 conduct of public health surveillance, investigation, or intervention.” (45 C.F.R. § 160.203(c) [HITECH Act, §
11 13421, sub (a)].)

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

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

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

22 C. As part of the HIPAA regulations, the Privacy Rules and the Security Rules
23 require CONTRACTOR to enter into a contract containing specific requirements prior to the disclosure
24 of PHI, as set fort in, but not limited to, Title 45 §§ 164.314(a), 164.502(e), and 164.504(e) of the Code of
25 Federal Regulations (CFR).

26 13. NON-DISCRIMINATION: During the performance of this Agreement, CONTRACTOR shall
27 not unlawfully discriminate against any employee or applicant for employment, or recipient of services,
28 because of race, religious creed, color, national origin, ancestry, physical disability, mental disability,

1 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,
2 sexual orientation, military status or veteran status pursuant to all applicable State of California and Federal
3 statutes and regulation.

4 14. SINGLE AUDIT CLAUSE:

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

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

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

23 A. COUNTY and CONTRACTOR recognize that CONTRACTOR is a recipient of Federal
24 funds under the terms of this Agreement. By signing this Agreement, CONTRACTOR agrees to comply
25 with applicable Federal suspension and department regulations, including but not limited to: 7 CFR 3016.32,
26 29 CFR 97.35, 45 CFR 92.35, and Executive Order 12549. By signing this Agreement, CONTRACTOR
27 attests to the best of its knowledge and belief, that it and its principals:

- 28 1. Are not presently debarred, suspended, proposed for department, declared ineligible,

1 or voluntarily excluded by any Federal department or agency; and

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

8 C. CONTRACTOR shall include a clause titled "Certification Regarding Debarment,
9 Suspension, Ineligibility, and Voluntary Exclusion- Lower Tier Covered Transactions" and similar in nature
10 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 excess of
13 \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and debarment
14 status at <https://sam.gov/SAM/>.

15 16. PROPERTY OF COUNTY: CONTRACTOR agrees to take reasonable and prudent steps to
16 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 kind
18 and quality approved by COUNTY.

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

27 17. PROHIBITION ON PUBLICITY: None of the funds, materials, property or services
28 provided directly or indirectly under this Agreement shall be used for CONTRACTOR's advertising,

1 fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose
2 of self-promotion. Notwithstanding the above, publicity of the services described in Paragraph One (1) of
3 this Agreement shall be allowed as necessary to raise public awareness about the availability of such
4 specific services when approved in advance by the Director or designee for such items as
5 written/printed materials, the use of media (i.e., radio, television, newspapers) and any other related
6 expense(s).

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

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

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

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

27 22. CLEAN AIR AND WATER: In the event the funding under this Agreement exceeds One
28 Hundred Thousand and No/100 Dollars (\$100,000), CONTRACTOR shall comply with all applicable

1 standards, orders or requirements issued under the Clean Air Act contained in 42 U.S. Code 7601 et
2 seq; the Clean Water Act contained in U.S. Code 1368 et seq.; and any standards, laws and
3 regulations, promulgated thereunder. Under these laws and regulations, CONTRACTOR shall assure:

- 4 A. No facility shall be utilized in the performance of the Agreement that has been listed on
5 the Environmental Protection Agency (EPA) list of Violating Facilities.
- 6 B. COUNTY shall be notified prior to execution of this Agreement of the receipt of any
7 communication from the Director, Office of Federal Activities, U.S. EPA indicating that a
8 facility to be utilized in the performance of this Agreement is under consideration to be
9 listed on the EPA list of Violating Facilities;
- 10 C. COUNTY and U.S. EPA shall be notified about any known violation of the above laws
11 and regulations; and,
- 12 D. This assurance shall be included in every nonexempt subgrant, contract, or subcontract.

13 FUNDING: Funding for this Agreement is provided through legislative action for
14 COVID-19 response. Services will be covered using one or more of the following funding sources:
15 the Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding (Pub. L. No. 116-136/
16 CFDA# 21.019), the Immunization Cooperative Agreement (CFDA 93.268), Epidemiology and Lab
17 Capacity for Infectious Diseases (ELC) Enhancing Detection through Coronavirus Response and
18 Relief (CRR) Supplemental Funds (CFDA 93.323), , and any other funding made available
19 through legislation.

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

22 COUNTY

23 Director, County of Fresno
24 Department of Public Health
25 P.O. Box 11867
26 Fresno, CA 93755

22 CONTRACTOR

23 HR Support, Inc.
24 Attn: David Wilson
25 18261 Madison Avenue
26 Castro Valley, CA 94546

27 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
28 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
personal service is effective upon service to the recipient. A notice delivered by first-class United States

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

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

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

16 25. DISCLOSURE OF SELF-DEALING TRANSACTIONS:

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

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

28 ///

1 26. 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
4 (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
5 scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic
6 signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten
7 signature of the person signing this Agreement for all purposes, including but not limited to evidentiary
8 proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid
9 original handwritten signature of that person. The provisions of this section satisfy the requirements of
10 Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code,
11 Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature
12 represents that it has undertaken and satisfied the requirements of Government Code section 16.5,
13 subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that
14 representation. This Agreement is not conditioned upon the parties conducting the transactions under it
15 by electronic means and either party may sign this Agreement with an original handwritten signature.

16 27. 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 28. ENTIRE AGREEMENT: This Agreement, including all exhibits, constitutes the entire
19 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. In
22 the event of any inconsistency in interpreting the documents which constitute this Agreement, the
23 inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this
24 Agreement (excluding Exhibit "A"); and (2) Exhibit "A".

25 ///
26 ///
27 ///
28 ///


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year

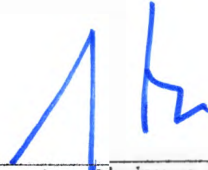
first hereinabove written.

CONTRACTOR:
HR Support, Inc.

COUNTY OF FRESNO:



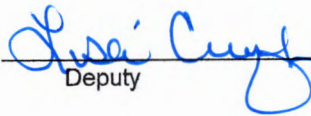
Rattanaphom Saefung Fanger, CEO



Steve Erandau, Chairman of the Board of Supervisors of the County of Fresno

Mail to:
18261 Madison Avenue, Castro Valley, CA. 94546

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

By: 

Deputy

FOR ACCOUNTING USE ONLY:
ORG No.: 56201018
Account No.: 7295
Fund: 0001
Subclass 10000

Attachment A
SCOPE OF WORK

The County of Fresno (County) Department of Public Health (DPH) is in need of temporary vendors to provide COVID and flu vaccine administration teams available for vaccination events. Licensed and unlicensed medical staff (Registered Nurses, Licensed Vocational Nurses and Medical Assistants or support staff with valid licensure and/or certification in the State of California) and clerical staff will be needed to conduct on-call vaccination events and homebound vaccinations.

Vaccination events may offer COVID vaccine only or both flu and COVID vaccine. Homebound client vaccination appointments will only be made if the homebound client is getting a COVID vaccination, but flu vaccinations may also be provided at the same time.

Please review this Scope of Work carefully as there are some differences between COVID and flu documentation, billing and compensation, and other requirements.

Events will be held through employers or through community medical clinic/vaccination events that may be open to the general public or be performed for homebound clients.

The vendor will work with County staff to determine the size, date and time of the clinic request. Lead time to clinic scheduling will generally be 5 days – 4 weeks. The County anticipates clinics may operate up to 6 days per week, providing services to between 50 to 150 patients per clinic. Numbers of patients may be higher or lower depending on turnout. The number of homebound clients receiving flu vaccinations in conjunction with COVID vaccinations will vary.

Vendor may also be asked to travel to individual clients' residences to provide vaccinations to homebound clients. Provision of vaccinations at residences may also include unvaccinated household members and/or caregivers of the homebound client. Lead time to notify vendor of homebound clients needing vaccination will generally be a minimum of 48 hours, but County will attempt to provide longer notice.

Clinic and homebound vaccination times will vary as follows:

- Monday through Saturday including evenings.
- Clinic hours will vary from 2 – 7 hours depending on size of event.
- Clinics may be held inside, outside or as a drive thru.
- Mobile clinics may be located anywhere within Fresno County.
- Vaccinations provided to homebound clients may be located anywhere within Fresno County.
- For homebound clients, vendor will be required to contact and schedule vaccination appointments for clients provided by County. However, at its discretion, County may schedule homebound client appointments for specific days/times prior to providing client information to vendor.
- Homebound flu vaccinations will be scheduled only in conjunction with COVID vaccinations and could include multiple clients in a day.

Attachment A

- Vendor will be required to work with the venue host to determine if the vendor will need to provide tables, chairs, popups, access to electrical outlets, extension cords, etc.

COVID Vaccinations

Vendor will provide vaccination and documentation through the appropriate State system (e.g., MY Turn or Interface from allowed electronic medical record) to County residents.

Vendor may offer individuals COVID-19 tests during the individual's post vaccination observation/monitoring period.

Vendor may provide COVID-19 tests to clients that are not receiving vaccinations.

- Patients served will be dependent on which vaccine is being administered at the event. The Pfizer vaccine is authorized for use in individuals 12 years of age and older. The Moderna and Janssen vaccines are authorized for use in individuals 18 years of age and older. See EUAs issued for each vaccine:
 - Pfizer EUA: <https://www.fda.gov/media/144412/download>
 - Moderna EUA: <https://www.fda.gov/media/144637/download>.
 - Janssen EUA: [Janssen COVID-19 Vaccine EUA Fact Sheet for Recipients and Caregivers \(fda.gov\)](#)
 - Other vaccine requirements may vary. Vendor will be required to adhere to EUA for specific vaccines as additional vaccines are approved by the Food and Drug Administration (FDA).
- Vendor will be required to work with the venue host to determine if the vendor will need to provide tables, chairs, popup tents, etc.
- At County's request, vendor may be required to conduct a similar event at the same venue in order to administer required second doses of vaccine. Arrangements for both events shall be made at the same time. Timing of the second event will depend on the recommended second dose frequency: Pfizer is currently 21 days and Moderna is 28 days (see respective EUAs linked above and CDC clinical considerations linked here: <https://www.cdc.gov/vaccines/covid-19/info-by-product/clinical-considerations.html>). Janssen vaccine is one dose only. Vendor should always check for CDC and/or vaccine manufacturer updates to these requirements prior to each event.
- When applicable, the requirement to conduct a second, similar event, and its timing, are subject to change depending on vaccine availability at the time of the second event and changes in recommended second dose administration timing.
- Any extra ancillary supplies not included with vaccine shipment must be supplied by vendor.

The County will provide the following:

- Venue and direct payment to venue for any rental costs.
- Clinic date, time, location and venue contact information.

Attachment A

- County prefers that vendor purchase and utilize their own vaccine storage equipment (refrigerators/freezers/digital data loggers/vaccine transport containers); however, County will loan equipment to providers **as available** to support vaccination efforts. **Note:** it is not guaranteed that County will be able to provide all required vaccine storage/transport equipment at any given time, so vendor should work towards purchasing its own equipment.
- Vaccine and ancillary supplies as provided by CDPH and CDC. Depending on quantity of vaccine requested, upcoming vaccination clinics, and vaccine shelf-life, vaccine and ancillary supplies may be shipped directly to vendor or picked up at the Fresno County Department of Public Health (FCDPH). This is to be decided via discussion between vendor and County staff prior to distribution of vaccine. Of note, ancillary supplies are only provided by CDC for COVID vaccines; no ancillary supplies have been made available for flu vaccines.
- For Pfizer, Moderna, Janssen and potentially other vaccines, we expect the following ancillary supplies to be provided with each 100 vaccine doses.
 - 105 needles
 - 105 syringes
 - 210 alcohol prep pads
 - 1 needle information card
 - 100 vaccination cards
 - 2 disposable face shields
 - 4 surgical masks
- When providing homebound client names to vendor, County will make an effort to identify enough homebound residents and other unvaccinated household members/caregivers in a single residence and/or additional clients located within the same general geographic area so that the number of clients is equal to the number of doses per vial of vaccine being used.
- At its discretion, the County may schedule homebound client vaccination appointments for specific days/times prior to providing client information to the vendor.
- County will promote the vaccination event site through its website, social media, and/or other means.

The vendor will be responsible for the following:

- Vendor shall be an approved COVID-19 Vaccine Provider in the California COVID-19 Vaccination Program through the myCAvax portal.
- Vendor shall administer the vaccine and enter all vaccinations into the appropriate State system within 24 hours of administration.
- Vendor is to provide all office supplies, ancillary medical supplies not included with vaccine, PPE, tables, chairs, tents, etc., when needed.
- As mentioned in above section, vaccines are to either be picked up by vendor from FCDPH or shipped directly to vaccine storage site from manufacturer (dependent on quantity of vaccine being requested, upcoming vaccination clinics, and vaccine shelf-life). Per CDPH requirements, if vaccine is picked up by vendor from FCDPH, the redistribution event is to be acknowledged

Attachment A

by vendor in the myCAvax portal. Training on this process can be found at <https://cdphvax.my.trailhead.com/en/content/cdphvax/modules/provider-redistributiontransfer/provider-transferredistribution>.

- Vaccine will be stored, handled, and transferred according to CDC guidelines, such as noted in the CDC's Vaccine Storage and Handling Toolkit, linked here: <https://www.cdc.gov/vaccines/hcp/admin/storage/toolkit/index.html>. This applies for potential vaccine pickups from FCDPH as well as mobile vaccination events.
- Once vaccine is distributed to vendor, vendor will be responsible for managing vaccine inventory at vaccine storage site. Any unused vaccine on a given clinic date is to be returned to vendor's vaccine storage site for proper storage and use at a future date. Per CDC requirements, vaccine inventory is to be reported daily to COVID Locating Health at <https://covid.locating.health/login>. Instructions on onboarding to COVID Locating Health can be found at https://www.vaccines.gov/resources/OSG.for.Provider.Setup_06_04_21_FINAL.pdf.
- Any expired vaccine is to be discarded by vendor as medical waste.
- Wasted and expired COVID-19 vaccine doses shall be reported to the State through the myCAvax portal. Training on vaccine waste reporting procedures can be viewed here: <https://cdphvax.my.trailhead.com/en/content/cdphvax/modules/provider-vaccine-wastage/provider-vaccine-wastage-unit>.
- Staff in charge of vaccine storage and handling will complete the CDPH training modules at the following website: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/COVID-19VaccineTraining.aspx> as well as any other required trainings to comply with current recommendations and requirements for COVID-19 vaccines.
- Per federal regulations, vendor is required to provide the appropriate EUA document to all vaccine recipients:
 - Pfizer: <https://www.fda.gov/media/144414/download>
 - Moderna: <https://www.fda.gov/media/144638/download>
 - Janssen: [Janssen COVID-19 Vaccine EUA Fact Sheet for Recipients and Caregivers 04232021 \(fda.gov\)](https://www.fda.gov/oc/2021/04/23/janssen-covid-19-vaccine-eua-fact-sheet-for-recipients-and-caregivers-04232021)
- COVID-19 vaccination providers are required to report the following adverse events after COVID-19 vaccination, and other adverse events if later revised by CDC, to VAERS: <https://vaers.hhs.gov/reportevent.html> or calling 1-800-822-7967.
 - Vaccination administration errors, whether or not associated with an adverse event
 - Severe COVID-19 illness (e.g., resulting in hospitalization)
 - Serious adverse events (AE) regardless of causality. Serious AEs are defined as:
 - Death
 - A life-threatening AE
 - Inpatient hospitalization or prolongation of existing hospitalization
 - Persistent or significant incapacity or substantial disruption of the ability to conduct normal life functions
 - A congenital anomaly/birth defect
 - Multisystem Inflammatory Syndrome

Attachment A

- Important medical events that may not result in death, be life-threatening, or require hospitalization may be considered serious when, based upon appropriate medical judgment, they may jeopardize the patient and may require medical or surgical intervention to prevent one of the outcomes listed above
- Also report any additional select adverse events and/or any revised safety reporting requirements per FDA’s conditions of authorized use of vaccine(s) throughout the duration of any COVID-19 Vaccine being authorized under an Emergency Use Authorization (EUA).
- Vendor must make provision for patients with a history of anaphylaxis (due to any cause) to remain for observation for 30 minutes. For all other persons, observation period is 15 minutes.
- In the event of anaphylactic reaction, vendor must maintain appropriate emergency equipment at the event to manage anaphylaxis resulting from vaccination. Such appropriate emergency equipment must also be available when providing vaccinations to homebound clients. See CDC recommended equipment linked here: <https://www.cdc.gov/vaccines/covid-19/info-by-product/pfizer/anaphylaxis-management.html>. Equipment supply should be sufficient to manage multiple patients experiencing anaphylaxis.

Cold Storage Survey (please check as appropriate):

- We have an ultra-low temperature freezer (temperature capability is -80°C to -60°C/-112°F to -76°F). Freezer make/model and cubic feet: _____
- We have freezer storage capability (-25°C to -15°C/-13°F to 5°F). Freezer make/model and cubic feet: _____
- We have refrigerator storage capability (2°C to 8°C/36°F-46°F). Refrigerator make/model and cubic feet: Using County supplied refrigerator.
- We will pick up and return the vaccine the same day to the County and will make arrangements with County staff on pick up and drop off times.
- We have qualified container and packout for transport and digital data logger for continuous temperature monitoring during transport.
- We do not have qualified container and packout for transport and digital data logger for continuous monitoring during transport and will need to borrow from the Department of Public Health.

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

Billing and Compensation for COVID Vaccinations

Attachment A

Compensation for COVID vaccinations will be based on the below schedule. Additionally, Vendor shall bill patient's insurance, Medi-Cal, or submit for Federal reimbursement for uninsured patients through the Health Resources and Services Administration's (HSA) claims reimbursement program for COVID-19 vaccine administration costs and COVID-19 testing costs. (See link for vaccination reimbursement: <https://coviduninsuredclaim.linkhealth.com/get-started.html>)

- County shall guarantee a minimum of 40 "events" for vendor to provide services no later than March 26, 2022. Events performed as part of Agreement P-21-391 between the County and HR Support shall be credited toward the required 40 events. Additionally, mixed flu and COVID vaccination events shall also be credited toward the 40 events.
- An "event" is defined as one (1) standing site clinic, one (1) mobile clinic, or one (1) day of homebound vaccinations. For purposes of this definition, two (2) mobile clinics at two sites in one day would count as two (2) events. Homebound vaccinations shall be considered one event whether there is a single homebound vaccination provided or multiple vaccinations are provided comprising up to a full day of work.
- A charge of \$1,950.00 shall apply for each of the first 40 events. There shall not be a per event charge for events once 40 events have been provided.
- If County fails to provide a minimum of 40 events by March 26, 2022, County shall be responsible for charges of \$1,950.00 for each event fewer than the guaranteed 40 events.
- Following completion of 40 events, County shall not incur any charges for events that perform a minimum of 50 vaccinations and/or COVID-19 tests in an 8-hour day.
- If an event performs fewer than 50 vaccinations and/or COVID-19 tests cumulatively in an 8-hour day, County shall pay a \$4,000.00 setup fee for that event. These charges apply to standing site and mobile clinics. These charges do not apply to homebound vaccination visits.
- County shall pay a transportation and set up fee of \$1,060.00 on a per diem basis for homebound vaccinations, if in a given day the number of vaccinations administered exceeds zero.

If the agreement is extended for an additional 12-month term, the following shall apply to COVID vaccination and testing services performed during the additional term:

- County shall guarantee a minimum of 40 "events" for vendor to provide services within six months following the start of the 12-month term. Mixed flu and COVID vaccination events shall also be credited toward the 40 events.
- An "event" is defined as one (1) standing site clinic, one (1) mobile clinic, or one (1) day of homebound vaccinations. For purposes of this definition, two (2) mobile clinics at two sites in one day would count as two (2) events. Homebound vaccinations shall be considered one event whether there is a single homebound vaccination provided or multiple vaccinations are provided comprising up to a full day of work.

Attachment A

- A charge of \$1,950.00 shall apply for each of the first 40 events during the additional 12-month term. There shall not be a per event charge for events once 40 events have been provided.
- If County fails to provide a minimum of 40 events within six months of the start of the additional 12-month term, County shall be responsible for charges of \$1,950.00 for each event fewer than the guaranteed 40 events.
- Following completion of 40 events during an additional 12-month term, County shall not incur any charges for events that perform a minimum of 50 vaccinations and/or COVID-19 tests in an 8-hour day.
- If an event performs fewer than 50 vaccinations and/or COVID-19 tests cumulatively in an 8-hour day, County shall pay a \$4,000.00 setup fee for that event. These charges apply to standing site and mobile clinics. These charges do not apply to homebound vaccination visits.
- County shall pay a transportation and set up fee of \$1,060.00 on a per diem basis for homebound vaccinations, if in a given day the number of vaccinations administered exceeds zero.

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

Flu Vaccinations

The County will provide the following:

- Clinic date, time, location and venue contact information.
- Vaccine for clinic.

The vendor will be responsible for providing the following:

- CAIR Entry: All vaccinations must be entered into the local immunization registry (CAIR) within 14 days of administration. All flu events will be conducted in MyTurn Flu, this will allow tracking of administrations and automatic data exchange to CAIR. Vendor to notify DPH if there are unresolved issues with MyTurn Flu data exchange.
- Access to administration data: DPH will coordinate with the Vendor to obtain access to HR Support’s MyTurn account. This data is required for tracking use and accounting for all doses per State requirements.
- Vendor is to provide all supplies office and medical, PPE, tables, chairs, tents, etc., when needed.
- Would prefer vendor to pick up vaccines from DPH; vendor is responsible for long-term storage. Items needed for transporting vaccine are a hard sided cooler or qualified container/packout (ie, CoolCube) and digital data logger.
- Vaccine will be transported according to CDC or VFC recommendations, such as noted at the following website: <https://www.eziz.org/assets/docs/IMM-983.pdf>
- Complete and submit vaccine temperature logs to DPH monthly.

Attachment A

- Return unused/unopened vaccines after all flu events have ended, or as directed by DPH.
- Document and notify DPH of any wasted vaccine doses.
- Staff in charge of storage and handling, will complete the 5 EZIZ training modules at the following website: <https://eziz.org/eziz-training/> (Storing Vaccines, Monitoring Storage Unit Temperatures, Conducting a Vaccine Inventory, Preparing Vaccines, and Administering Vaccines).
- Per federal regulations, vendor is required to provide a VIS to patient prior to administering the vaccine.
- Per CAIR regulations, the vendor is required to either provide a paper copy of CAIR notification or post CAIR Notification poster near registration. Details regarding notification are available at the following website: <http://cairweb.org/cair-disclosure-policy/>

Billing and Compensation for flu vaccinations at mixed flu and COVID vaccination events and for flu vaccinations provided during homebound COVID appointments.

Compensation rates for COVID only vaccinations rates identified above shall apply for COVID vaccinations provided at mixed events, however, additional charges for flu vaccine administration may be added as follows and should include costs for ancillary supplies:

1. \$40.00 per person fee for each person receiving a flu vaccination.
2. During the first term of this agreement a charge of \$1,950.00 shall apply to each mixed flu and COVID vaccination event up to 40 events. These 40 events shall be inclusive of COVID only vaccination events performed as part of Agreement P-21-391 and this agreement. There shall not be a per event charge for events once 40 events have been provided.
3. If this agreement is extended for an additional 12-month term, a charge of \$1,950 shall apply to each mixed flu and COVID vaccination event for each of the first 40 events. These 40 events shall be inclusive of COVID only vaccination events performed during the additional 12-month term. There shall not be a per event charge for events once 40 events have been provided.

Compensation for homebound vaccinations will be based on the number of homebound clients and/or household members/caregivers receiving flu vaccinations at the homebound clients location.

\$40.00 per person fee for each individual receiving a flu vaccination. Fee applies to homebound clients who are also receiving a COVID vaccinations as well as household members/caregivers, regardless of whether household members/caregivers receive a COVID vaccination at the visit.

KEY RESOURCES

- [CDC's Storage and Handling Toolkit](#)
- [CDC's COVID-19 Vaccination Information Page](#)
- Phase Guidance:

Attachment A

- [CDC's Phase 1A Powerpoint](#)
- [Interim ACIP Guidance](#)
- [Early NASEM Phase Guidance](#)