

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated June 18, 2024 and is between Insure America Project, a California non-profit organization (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. The Department of Public Health is in need of vendors to provide community health outreach and support services related to communicable diseases including, Valley Fever, Avian Flu, COVID-19, and other related illnesses to address the needs of the county’s agriculture community.

B. The County of Fresno is in need of widespread community messaging and continued outreach through trusted community leaders to enable and improve voluntary compliance to contain the spread of communicable diseases like, Valley Fever, Avian Flu, COVID-19 and other related illnesses especially among high-risk agricultural farmworkers who face challenges to testing access, isolation, sheltering in place, and other containment and mitigation measures.

C. In February 2023 the Department of Public Health contracted with Insure America Project through the County Agreement No. A-23-086, which expired on December 31, 2023.

D. Based on the Contractor’s performance under the Agreement No. A-23-086, and the County’s need to continue the provided outreach and support services, the Department will continue services with this proposed agreement.

The Parties therefore agree as follows:

Article 1

Contractor’s Services

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

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

1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations

1 under this Agreement, including but not limited to workers compensation, labor, and
2 confidentiality laws and regulations.

3 **Article 2**

4 **County's Responsibilities**

5 2.1 The County shall provide guidance and assistance in the determination and
6 implementation of safe and appropriate public health practices regarding communicable
7 diseases like, Valley Fever, Avian Flu, COVID-19 and other related illnesses such as physical
8 distancing, hand hygiene, facial coverings, disinfection and other prevention and control
9 measures.

10 **Article 3**

11 **Compensation, Invoices, and Payments**

12 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
13 the performance of its services under this Agreement as described in the Total Compensation
14 and Outreach Budget section of Exhibit A.

15 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
16 under this Agreement is \$330,400, commencing as of April 1, 2024 for the entire term of the
17 Agreement. In no event shall compensation paid for services performed under this agreement
18 exceed three hundred and thirty thousand four hundred dollars (\$330,400) for the entire term of
19 this Agreement. The Contractor acknowledges that the County is a local government entity and
20 does so with notice that the County's powers are limited by the California Constitution and by
21 State law, and with notice that the Contractor may receive compensation under this Agreement
22 only for services performed according to the terms of this Agreement and while this Agreement
23 is in effect, and subject to the maximum amount payable under this section. The Contractor
24 further acknowledges that County employees have no authority to pay the Contractor except as
25 expressly provided in this Agreement.

26 3.3 **Invoices.** The Contractor shall submit monthly invoices to the County of Fresno,
27 Department of Public Health, COVID Response, P.O. Box 11867, Fresno, CA 93775, Attention:
28 Business Office or to dphboap@fresnocountyca.gov. The Contractor shall submit each invoice

1 within 30 days after the month in which the Contractor performs services and in any case within
2 45 days after the end of the term or termination of this Agreement.

3 3.4 **Payment.** The County shall pay each correctly completed and timely submitted
4 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's
5 address specified in the invoice.

6 3.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and
7 expenses that are not specified as payable by the County under this Agreement.

8 **Article 4**

9 **Term of Agreement**

10 4.1 **Term.** This Agreement is effective on April 1, 2024 and terminates on March 31,
11 2026.

12 **Article 5**

13 **Notices**

14 5.1 **Contact Information.** The persons and their addresses having authority to give and
15 receive notices provided for or permitted under this Agreement include the following:

16 **For the County:**

17 Director
18 County of Fresno
19 P.O. Box 11867
Fresno, CA 93775
DPHContracts@fresnocountyca.gov

20 **For the Contractor:**

21 Insure America Project
22 1775 N. Fine Avenue
Fresno, CA 93727
Iramirez@niseifarmersleague.com
23 (559) 547-6161

24 5.2 **Change of Contact Information.** Either party may change the information in section
25 5.1 by giving notice as provided in section 5.3.

26 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
27 for or permitted under this Agreement must be in writing, state that it is a notice provided under
28 this Agreement, and be delivered either by personal service, by first-class United States mail, by

1 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
2 Document Format (PDF) document attached to an email.

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

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

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

11 (D) A notice delivered by telephonic facsimile transmission or by PDF document
12 attached to an email is effective when transmission to the recipient is completed (but, if
13 such transmission is completed outside of County business hours, then such delivery is
14 deemed to be effective at the next beginning of a County business day), provided that
15 the sender maintains a machine record of the completed transmission.

16 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
17 nothing in this Agreement establishes, waives, or modifies any claims presentation
18 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
19 of Title 1 of the Government Code, beginning with section 810).

20 **Article 6**

21 **Termination and Suspension**

22 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
23 contingent on the approval of funds by the appropriating government agency. If sufficient funds
24 are not allocated, then the County, upon at least 30 days' advance written notice to the
25 Contractor, may:

26 (A) Modify the services provided by the Contractor under this Agreement; or

27 (B) Terminate this Agreement.

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1 (CRR) Supplemental Funds (CFDA 93.323), and/or other additional funding made available
2 through Federal, State, or Local legislation.

3 **Article 8**

4 **Federal Funding Terms and Conditions**

5 **8.1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary**
6 **Exclusion-Lower Tier Covered Transactions.**

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

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

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

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

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1 (D) Contractor shall, prior to soliciting or purchasing goods and services in excess of
2 \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension
3 and debarment status at <https://sam.gov/SAM/>.

4 **8.2 Property of County.** Contractor agrees to take reasonable and prudent steps to
5 ensure the security of any and all said hardware and software provided to it by County under
6 this Agreement, to maintain replacement-value insurance coverages on said hardware and
7 software of like kind and quality approved by County.

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

17 **8.3 Prohibition on Publicity.** None of the funds, materials, property or services
18 provided directly or indirectly under this Agreement shall be used for Contractor's advertising,
19 fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the
20 purpose of self-promotion. Notwithstanding the above, publicity of the services described in
21 Paragraph One (1) of this Agreement shall be allowed as necessary to raise public awareness
22 about the availability of such specific services when approved in advance by the County's DPH
23 Director or designee for such items as written/printed materials, the use of media (i.e., radio,
24 television, newspapers) and any other related expense(s).

25 **8.4 Conflict of Interest.** No officer, employee or agent of the County who exercises any
26 function or responsibility for planning and carrying out of the services provided under this
27 Agreement shall have any direct or indirect personal financial interest in this Agreement. In
28 addition, no employee of the County shall be employed by the Contractor under this Agreement

1 to fulfill any contractual obligations with the County. Contractor shall comply with all Federal,
2 State of California and local conflict of interest laws, statutes and regulations, which shall be
3 applicable to all parties and beneficiaries under this Agreement and any officer, employee or
4 agent of the County.

5 **8.5 Change of Leadership/Management.** In the event of any change in the status of
6 Contractor's leadership or management, Contractor shall provide written notice to County within
7 thirty (30) days from the date of change. Such notification shall include any new leader or
8 manager's name, address and qualifications. "Leadership or management" shall include any
9 employee, member, or owner of Contractor who either a) directs individuals providing services
10 pursuant to this Agreement, b) exercises control over the manner in which services are
11 provided, or c) has authority over Contractor's finances.

12 **8.6 Lobbying Activity.** None of the funds provided under this Agreement shall be used
13 for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending
14 in the Congress of the United States of America or the Legislature of the State of California.

15 **8.7 State Energy Conservation.** Contractor must comply with the mandatory standards
16 and policies relating to energy efficiency, which are contained in the State Energy Conservation
17 Plan issued in compliance with 42 United States (US) Code sections 6321, et. seq.

18 **8.8 Clean Air and Water.** In the event the funding under this Agreement exceeds One
19 Hundred Fifty Thousand and No/100 Dollars (\$150,000), Contractor shall comply with all
20 applicable standards, orders or requirements issued under the Clean Air Act contained in 42
21 U.S. Code 7601 et seq; the Clean Water Act contained in U.S. Code 1368 et seq.; and any
22 standards, laws and regulations, promulgated thereunder. Under these laws and regulations,
23 CONTRACTOR shall assure:

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

26 (B) County shall be notified prior to execution of this Agreement of the receipt of any
27 communication from the Director, Office of Federal Activities, U.S. EPA indicating that a
28

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

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

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

7 **8.9 Audits and Inspections.** The Contractor shall at any time during business hours,
8 and as often as the County may deem necessary, make available to the County for examination
9 all of its records and data with respect to the matters covered by this Agreement. The
10 Contractor shall, upon request by the County, permit the County to audit and inspect all of such
11 records and data necessary to ensure Contractor's compliance with the terms of this
12 Agreement.

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

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

26 **8.10 Single Audit Clause.**

27 (A) If Contractor expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more
28 Federal and Federal flow-through monies, Contractor agrees to conduct an annual audit

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

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

17 **Article 9**

18 **Confidentiality**

19 9.1 **Confidentiality.** All services performed by the Contractor under this Agreement
20 shall be in strict conformance with all applicable Federal, State of California and/or local laws
21 and regulations relating to confidentiality.

22 **Article 10**

23 **Independent Contractor**

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

1 **Article 13**

2 **Inspections, Audits, and Public Records**

3 13.1 **Inspection of Documents.** The Contractor shall make available to the County, and
4 the County may examine at any time during business hours and as often as the County deems
5 necessary, all of the Contractor's records and data with respect to the matters covered by this
6 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
7 request by the County, permit the County to audit and inspect all of such records and data to
8 ensure the Contractor's compliance with the terms of this Agreement.

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

15 13.3 **Public Records.** The County is not limited in any manner with respect to its public
16 disclosure of this Agreement or any record or data that the Contractor may provide to the
17 County. The County's public disclosure of this Agreement or any record or data that the
18 Contractor may provide to the County may include but is not limited to the following:

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

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

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

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

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

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

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

1 not binding on the County, but the County will give at least 10 days' advance written notice to
2 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
3 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
4 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
5 failure to produce any such records, or failure to cooperate with the County with respect to any
6 County demand for any such records.

7 **Article 14**

8 **Disclosure of Self-Dealing Transactions**

9 14.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation
10 or changes its status to operate as a corporation.

11 14.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
12 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
13 "Self-Dealing Transaction Disclosure Form" (Exhibit B to this Agreement) and submitting it to the
14 County before commencing the transaction or immediately after.

15 14.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
16 a party and in which one or more of its directors, as an individual, has a material financial
17 interest.

18 **Article 15**

19 **General Terms**

20 15.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
21 Agreement may not be modified, and no waiver is effective, except by written agreement signed
22 by both parties. Notwithstanding the above, changes to object levels in the budget, attached
23 hereto as Exhibit A, that do not exceed ten percent (10%) of the maximum compensation
24 payable to the Contractor, may be made with the written approval of the County's Department of
25 Public Health Director, or designee. The ten percent (10%) budget modification maximum
26 applies to the cumulative adjustments made through the life of the Agreement. Additionally,
27 said budget changes shall not result in any change to the maximum compensation amount
28 payable to Contractor, nor shall it reduce the delivery of services originally provided for under

1 this Agreement, as stated herein. The Contractor acknowledges that County employees have
2 no authority to modify this Agreement except as expressly provided in this Agreement.

3 15.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
4 under this Agreement without the prior written consent of the other party.

5 15.3 **Governing Law.** The laws of the State of California govern all matters arising from
6 or related to this Agreement.

7 15.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
8 County, California. Contractor consents to California jurisdiction for actions arising from or
9 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
10 brought and maintained in Fresno County.

11 15.5 **Construction.** The final form of this Agreement is the result of the parties' combined
12 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
13 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
14 against either party.

15 15.6 **Days.** Unless otherwise specified, "days" means calendar days.

16 15.7 **Headings.** The headings and section titles in this Agreement are for convenience
17 only and are not part of this Agreement.

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

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

1 15.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
2 of the Contractor under this Agreement on any one or more occasions is not a waiver of
3 performance of any continuing or other obligation of the Contractor and does not prohibit
4 enforcement by the County of any obligation on any other occasion.

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

13 15.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
14 create any rights or obligations for any person or entity except for the parties.

15 15.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

21 15.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
22 electronic signature as provided in this section.

23 (A) An "electronic signature" means any symbol or process intended by an individual
24 signing this Agreement to represent their signature, including but not limited to (1) a
25 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
26 electronically scanned and transmitted (for example by PDF document) version of an
27 original handwritten signature.
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1 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
2 equivalent to a valid original handwritten signature of the person signing this Agreement
3 for all purposes, including but not limited to evidentiary proof in any administrative or
4 judicial proceeding, and (2) has the same force and effect as the valid original
5 handwritten signature of that person.

6 (C) The provisions of this section satisfy the requirements of Civil Code section
7 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
8 Part 2, Title 2.5, beginning with section 1633.1).

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

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

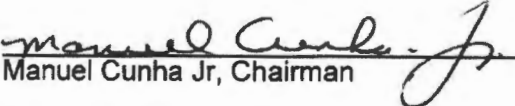
16 15.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
17 original, and all of which together constitute this Agreement.

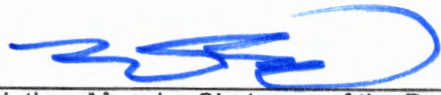
18 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 INSURE AMERICA PROJECT

COUNTY OF FRESNO

3
4 
5 Manuel Cunha Jr, Chairman


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

6 1775 N. Fine Ave
7 Fresno, CA 93727

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

By: 
Deputy

11 For accounting use only:

12 Org No.: 56201019
13 Account No.: 7295
14 Fund No.: 0001
15 Subclass No.: 10000

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Exhibit A

Scope of Services

Safety & Health Outreach Plan for Fresno County

Mission: To provide, from April 1, 2024 to March 31, 2026, community outreach to agricultural employees and their families throughout Fresno County. We are targeting on the benefits and safety of the COVID-19 vaccines, promoting the use of personal protective equipment (PPE), and the importance of testing if exhibiting symptoms and precautions to take if positive for COVID-19. As well as dealing with other issues related to the employees with Valley Fever and/or the Flu. There are an estimated 100,000 agricultural employees in Fresno County, and they and their families are being affected by viruses, infections, and illnesses. Outreach is necessary to convey the importance of receiving vaccines and to continue compliance with health and safety protocols to reduce the number of cases in the agricultural community.

Outreach Campaign

Insure America Project (IAP) will continue to execute outreach to our target audience with a two-prong approach including direct communication with agricultural workers at the worksite and coordination with agricultural employers. IAP will continue its partnership with the Fresno County Farm Bureau and Nisei Farmers League as well as other Ag groups to reach and educate agricultural employers and their employees. A long-sustained effort is needed due to the varying harvest seasons throughout the year in Fresno County. With IAP's contract with Fresno County having ended, this proposal is a continuation of IAP's outreach efforts and to provide information on COVID-19, Related Illnesses and Valley Fever and help agricultural workers and their families protect themselves.

Educators, Trainers and Director

Trainers will conduct outreach events at packing houses and in the fields to distribute materials to employees. They will work directly with supervisors/leads to provide information to their workforce. The Director and outreach worker will spend 80% of their time on the project.

Exhibit A

1 **Materials**

2 IAP will distribute PPE provided by Fresno County to agricultural workers and their families:

- 3 • 180,000+ Surgical Mask
- 4 • 70,000+ N-95 Mask
- 5 • 5,000+ Hand Sanitizers
- 6 • 10,000+ At Home Test Kits
- 7 • 20,000+ Bandanas with health message

8 **Goals**

9 By IAP continuing with the partnerships with Nisei Farmers League and the Fresno County
10 Farm Bureau through their members, our goal is to reach on average 2,500 agricultural workers
11 a month. During the length of the plan, it would be a total of 32,500 agricultural workers. With
12 the influx of workers during harvest for certain commodities such as blue berries,
13 cherries, grapes and raisins we can potentially reach 45,000 agricultural employees throughout
14 the entire project.

17 **TOTAL COMPENSATION (\$165,200)**

18 **Outreach Budget for April 1, 2024 – March 31, 2025**

19 **Personnel (\$50,880)**

20 No benefits are paid besides Social Security, Medicare, and paid time off.

- 21 ▪ **Director/Outreach Coordinator (\$2,800 monthly salary)- \$33,600**

22 The Director/Outreach Coordinator spends 80% of their time on the project. He spends
23 45 hours a week which equates to 90 hours a month or 1,080 hours for the entire project
24 over the length of 12 months.

Exhibit A

1 ▪ **Agricultural employer outreach (\$30 per hour) - \$17,280**

2 The outreach worker spends 42% of the time which amounts to 24 hours every two
3 weeks or around 48 hours per month on the project. Over the length of the 12-month
4 plan this should equate to 576 hours.

5 Non-Personnel (\$24,320)

6 ▪ Travel (100 miles per month @ .67 per mile) - **\$804**

7 ▪ Distribution Equipment (i.e. trailer, etc.) - **\$7,200**

8 ▪ Facility/Storage - **\$14,400**

9 ▪ Cell Phone - **\$840**

10 ▪ Miscellaneous/Social Media - **\$1,076**

11 Other Costs (\$90,000)

12 ▪ **Nisei Farmers League (\$7,500 monthly maximum) - \$90,000**

13 800 to 1000 miles per month reimbursed at the mileage rate \$0.67

14 Clerical - 10 hours a week/ 40 hours a month/ 480 hours over the length of 12 months @
15 \$40/hour

16 Outreach Coordination - 20 hours a week/ 80 hours a month/ 960 hours over the length
17 of 12 months @ \$85/hour.

18 NFL has agreed not to charge more than \$7,500 a month for labor services and mileage.

19
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21 **Monthly Expenses**

22 Based on the above expenses and funding, IAP expects to submit an average monthly
23 invoice of \$13,767 per month. IAP has and will continue submit a detailed account of expenses
24 incurred on the project each month. To continue to provide outreach until the end of the
25 contract, IAP may adjust its spending within the categories listed above to achieve its goals.

Exhibit B

Self-Dealing Transaction Disclosure Form

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

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

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

Instructions

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

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

Exhibit B

(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:	

Exhibit C

Insurance Requirements

1. Required Policies

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

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attention: Contracts Section – 6th Floor, or email, DPHContracts@fresnocountyca.gov, certificates of insurance and endorsements for all of the coverages required under this Agreement.
 - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy

Exhibit C

required by this Agreement and that waiver does not invalidate the insurance policy.

- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

(B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

(C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

(D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

(E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.

Exhibit C

- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.