

AGREEMENT

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 California State University, Fresno Foundation, a California Non-Profit Corporation, whose address is 4910 North Chestnut Avenue, Fresno, California 93726, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, through its Department of Public Health (Department), is in need of a qualified agency to provide comprehensive program evaluation and monitoring of the Advancing Health Literacy grant for the COUNTY; and

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

WHEREAS, CONTRACTOR, is qualified and willing to provide such services, pursuant to the terms and conditions of this Agreement.

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

1. OBLIGATIONS OF THE CONTRACTOR

CONTRACTOR shall perform all services and fulfill all responsibilities as described in Exhibit A, attached hereto and incorporated herein by this reference, for the duration of this Agreement.

2. TERM:

The term of this Agreement shall commence upon execution and shall continue in full force and effect through June 30, 2023.

3. TERMINATION

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

B. Breach of Contract - The COUNTY may immediately suspend or terminate this

1 Agreement in whole or in part, where in the determination of the COUNTY there is:

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

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

16 C. Without Cause - Under circumstances other than those set forth above, this
17 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of
18 an intention to terminate to CONTRACTOR. COUNTY'S DPH Director, or designee, is authorized to
19 execute such written notice on behalf of COUNTY.

20 4. COMPENSATION:

21 A. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
22 maximum compensation as identified in Exhibit B, attached hereto and incorporated herein by this
23 reference.

24 For the period effective upon execution through June 30, 2022, in no event shall actual
25 services performed be in excess of Thirty-Seven Thousand Five Hundred and No/100 Dollars
26 (\$37,500.00).

27 For the period July 1, 2022 through June 30, 2023, in no event shall actual services
28 performed be in excess of Fifty Thousand and No/100 Dollars (\$50,000.00).

1 In no event shall services performed under this Agreement be in excess of Eighty-
2 Seven Thousand Five Hundred and No/100 Dollars (\$87,500.00). It is understood that all expenses
3 incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by
4 CONTRACTOR.

5 B. Except as provided below regarding State and Federal payment delays,
6 payments shall be made by COUNTY to CONTRACTOR in arrears, for services provided during the
7 preceding month, within forty-five (45) days after the date of receipt, verification, and approval of
8 CONTRACTOR's monthly itemized invoices, by COUNTY's Department of Public Health.

9 C. COUNTY shall not be obligated to make any payments under this Agreement if
10 the request for payment is received by the COUNTY more than forty-five (45) days after this
11 Agreement has terminated or expired.

12 D. The contract maximum amount as identified in this Agreement and in Exhibit B
13 may be reduced based upon State and Federal funding availability. In the event of such action, the
14 COUNTY's Department of Public Health Director or designee shall notify the CONTRACTOR in writing
15 of the reduction in the maximum amount within thirty (30) days of COUNTY's notification.

16 5. INVOICING: CONTRACTOR shall submit to the COUNTY by the twentieth (20th) of
17 each month a detailed invoice for actual expenses incurred and services rendered, itemizing costs
18 incurred in the previous month electronically or by mail, to the County of Fresno, Department of Public
19 Health, Attention: Office of Health Policy and Wellness – Health Literacy Staff Analyst, P.O. Box
20 11867, Fresno, CA 93775-1800.

21 Invoices shall detail line items as specified in Exhibit B, including original budget amount(s),
22 current month's expenses, year-to-date expenses, and budget balances. In addition, invoices shall
23 include a general ledger report, payroll reports. No reimbursement for services shall be made until
24 invoices are received, reviewed, and approved by COUNTY's Department of Public Health. The
25 COUNTY has the right to a desk review, wherein COUNTY could select up to two invoices throughout
26 the life of the project. CONTRACTOR would provide expense copies for the specified invoice of the
27 desk review.

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1 6. FUNDING: Funding for this Agreement is provided through the Coronavirus Response
2 and Relief Supplemental Appropriations Act, 2021 (P.L. 116-260) and/or any other funding made
3 available through legislation.

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

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

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

23 8. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
24 written consent of all the parties without, in any way, affecting the remainder. Changes to expense
25 category (i.e., Salary & Benefits, Travel, Other Direct Support, etc.) subtotals in the budgets, as set forth
26 in Exhibit B, that do not exceed 10% of the maximum compensation payable to the CONTRACTOR may
27 be made with the written approval of COUNTY's Department of Public Health Director, or designee. Said
28 modifications shall not result in any change to the maximum compensation amount payable to

1 CONTRACTOR, as stated in this Agreement.

2 CONTRACTOR hereby agrees that changes to the compensation under this Agreement may be
3 necessitated by a reduction in funding from State and/or Federal sources. The COUNTY's Department of
4 Public Health Director or designee may modify the maximum compensation depending on State and
5 Federal funding availability, as stated in Section Four (4), COMPENSATION in this Agreement.

6 CONTRACTOR further understands that this Agreement is subject to any restrictions, limitations, or
7 enactments of all legislative bodies which affect the provisions, term or funding of this Agreement in any
8 manner.

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

11 10. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
12 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
13 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
14 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
15 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
16 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person,
17 firm, or corporation who may be injured or damaged by the performance, or failure to perform, of
18 CONTRACTOR, its officers, agents, or employees under this Agreement. The provisions of this Section 9
19 shall survive termination of this Agreement.

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

25 A. Commercial General Liability

26 Commercial General Liability Insurance with limits of not less than Two Million
27 Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00).

28 This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages

1 including completed operations, products liability, contractual liability, Explosion-Collapse-Underground,
2 fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

3 B. Automobile Liability

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

7 C. Professional Liability

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

14 D. Worker's Compensation

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

17 E. Molestation

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

21 Additional Requirements Relating to Insurance

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

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

6 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
7 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
8 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box
9 11867, Fresno, CA 93775, Attention: Contracts Section – 6th Floor, stating that such insurance coverage
10 have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will
11 not be responsible for any premiums on the policies; that such Commercial General Liability insurance
12 names the County of Fresno, its officers, agents and employees, individually and collectively, as
13 additional insured, but only insofar as the operations under this Agreement are concerned; that such
14 coverage for additional insured shall apply as primary insurance and any other insurance, or
15 self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not
16 contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall
17 not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to
18 COUNTY.

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

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

25 12. CONFIDENTIALITY: All services performed by CONTRACTOR under this Agreement
26 shall be in strict conformance with all applicable Federal, State of California and/or local laws and
27 regulations relating to confidentiality.

28 13. NON-DISCRIMINATION: During the performance of this Agreement, CONTRACTOR

1 shall not unlawfully discriminate against any employee or applicant for employment, or recipient of
2 services, because of race, religious creed, color, national origin, ancestry, physical disability, mental
3 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
4 expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of
5 California and Federal statutes and regulation.

6 14. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
7 VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS:

8 A. COUNTY and CONTRACTOR recognize that CONTRACTOR is a recipient of
9 Federal funds under the terms of this Agreement. By signing this Agreement, CONTRACTOR agrees
10 to comply with applicable Federal suspension and debarment regulations, including but not limited to:
11 7 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order 12549. By signing this
12 Agreement, CONTRACTOR attests to the best of its knowledge and belief, 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 person who
16 is proposed for debarment under Federal regulations, debarred, suspended,
17 declared ineligible, or voluntarily excluded from participation in such transaction.

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

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

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

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

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

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

21 17. CONFLICT OF INTEREST: No officer, employee or agent of the COUNTY who
22 exercises any function or responsibility for planning and carrying out of the services provided under
23 this Agreement shall have any direct or indirect personal financial interest in this Agreement. In
24 addition, no employee of the COUNTY shall be employed by the CONTRACTOR under this
25 Agreement to fulfill any contractual obligations with the COUNTY. CONTRACTOR shall comply with all
26 Federal, State of California and local conflict of interest laws, statutes and regulations, which shall be
27 applicable to all parties and beneficiaries under this Agreement and any officer, employee or agent of
28 the COUNTY.

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

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

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

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

- 19 A. No facility shall be utilized in the performance of the Agreement that has been listed on
20 the Environmental Protection Agency (EPA) list of Violating Facilities;
- 21 B. COUNTY shall be notified prior to execution of this Agreement of the receipt of any
22 communication from the Director, Office of Federal Activities, U.S. EPA indicating that a
23 facility to be utilized in the performance of this Agreement is under consideration to be
24 listed on the EPA list of Violating Facilities;
- 25 C. COUNTY and U.S. EPA shall be notified about any known violation of the above laws
26 and regulations; and,
- 27 D. This assurance shall be included in every nonexempt subgrant, contract, or
28 subcontract.

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

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

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

20 23. SINGLE AUDIT CLAUSE:

21 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000)
22 or more Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit
23 in accordance with the requirements of the Single Audit Standards as set forth in Office of
24 Management and Budget (OMB) Title 2 of the Code of Federal Regulations, Chapter II, Part 200.
25 CONTRACTOR shall submit said audit and management letter to COUNTY. The audit must include a
26 statement of findings or a statement that there were no findings. If there were negative findings,
27 CONTRACTOR must include a corrective action plan signed by an authorized individual.
28 CONTRACTOR agrees to take action to correct any material non-compliance or weakness found as a

1 result of such audit. Such audit shall be delivered to COUNTY'S DPH Administration for review within
2 nine (9) months of the end of any fiscal year in which funds were expended and/or received for the
3 program. Failure to perform the requisite audit functions as required by this Agreement may result in
4 COUNTY performing the necessary audit tasks, or at the COUNTY'S option, contracting with a public
5 accountant to perform said audit, or, may result in the inability of COUNTY to enter into future
6 agreements with the CONTRACTOR.

7 B. A single audit report is not applicable if all CONTRACTOR'S Federal contracts
8 do not exceed the Seven Hundred Fifty Thousand Dollars (\$750,00) requirement or CONTRACTOR'S
9 federal funding is through Drug Medi-Cal.

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

15 25. DISCLOSURE OF SELF-DEALING TRANSACTIONS: This provision is only applicable
16 if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during
17 the term of this Agreement, the CONTRACTOR changes its status to operate as a corporation.
18 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that
19 they are a party to while CONTRACTOR is providing goods or performing services under this
20 Agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
21 and in which one or more of its directors has a material financial interest. Members of the Board of
22 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing
23 a "Self-Dealing Transaction Disclosure Form", attached hereto as Exhibit D, and incorporated herein
24 by reference and made part of this Agreement, and submitting it to the COUNTY prior to commencing
25 with the self-dealing transaction or immediately thereafter.

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

28 COUNTY CONTRACTOR

1 Director, County of Fresno
2 Department of Public Health
3 P.O. Box 11867
4 Fresno, CA 93775

CSU Fresno Foundation
Executive Director
4910 N. Chestnut Avenue
Fresno, CA 93726

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

20 27. RECORDS: Financial and statistical data shall be kept and reports made as required by
21 the COUNTY's Department of Public Health Director and the Office of Minority Health (OMH). All such
22 records shall be available for inspection by the designated Auditors of COUNTY or OMH at reasonable
23 times during normal business hours. All such records shall be maintained through the end of this
24 Agreement. All records shall be considered property of COUNTY and shall be retained by COUNTY at
25 the termination or expiration of this Agreement.

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

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

1 29. ELECTRONIC SIGNATURE: The parties agree that this Agreement may be executed by
2 electronic signature as provided in this section. An “electronic signature” means any symbol or process
3 intended by an individual signing this Agreement to represent their signature, including but not limited to
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, Division
11 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it
12 has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a),
13 paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This
14 Agreement is not conditioned upon the parties conducting the transactions under it by electronic means
15 and either party may sign this Agreement with an original handwritten signature.

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

18 31. ENTIRE AGREEMENT: This Agreement, including 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.

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

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5 **CONTRACTOR**
6 **California State University Fresno**
7 **Foundation**

8 DocuSigned by:
9 JAMES MARSHALL
10 James Marshall, Dean of Research and
11 Graduate Studies

12 DocuSigned by:
13 Keith Kempster
14 Keith Kempster, Director of Foundation Financial
15 Services

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19
20 4910 N. Chestnut Avenue Fresno Ca 93726
21 Mailing Address

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27
28 FOR ACCOUNTING USE ONLY:

ORG No.: 56201557
Account No.: 7295
Fund/Subclass.: 0001/10000

SMA

COUNTY OF FRESNO


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

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

By: 
Deputy

EXHIBIT A: Advancing Health Literacy Evaluator SOW

The California State University, Fresno Foundation, through its Central Valley Health Policy Institute (CVHPI) will be responsible for program evaluation and monitoring of the Advancing Health Literacy grant for the County of Fresno, Department of Public Health (FCDPH). CVHPI will be a thought partner in developing strategies to ensure the successful completion of proposed performance measures including addressing health literacy disparities in west Fresno County, increasing testing and vaccination for COVID-19, increasing access for marginalized populations to health care workers and primary care providers, and in the development of tools, surveys, and databases needed to track these efforts.

	Activity Description	Time Frame	Evaluation/Deliverable/ Performance Measure
1	Assist with requested deliverable items from the grantor (i.e. 30-day, 60-day, 90-day deliverables, progress reports, final reports etc.)	Ongoing	Copy of items submitted
2	Develop necessary survey and evaluation tools to measure progress of the program (i.e. questionnaires, surveys, interview questions, etc.)	Ongoing	Copies of tools developed
3	Analyze collected data to measure success, make program modifications, report to the funder, etc.	Ongoing	Copy of data results
4	Assist FCDPH staff with identifying and analyzing pertinent supplemental data such as demographic data, general COVID-19 vaccination and testing rates for the County as well as the targeted population, etc.	Ongoing	List of data identified
5	Provide technical assistance to FCDPH staff and sub-contractors in regard to data collection and/or reporting	Ongoing	List of TA provided
6	Meet with FCDPH staff on a monthly basis to review performance measures and make appropriate modifications where necessary.	Ongoing	List of meetings attended

To be Completed by Principal Investigator (PI)/Project Director (PD)

(with assistance from RSP Grant Manager)

Lead PI/PD: John Capitman
 Dept: CVHPI Foreign National? Y N (circle)
 Co-PI(s): Emanuel Alcala
 Dept: CVHPI Foreign National? Y N (circle)
 Project Title: Fresno County Health Literacy Evaluation
 Year 1 of 2 Federal CFDA #: _____

Proposal due: 9/7/21
 Start Date: 10/01/21
 End Date: 06/30/23
BUDGET Current Year
 Direct Costs _____
 Indirects _____
 Total _____

Funding Agency: _____
CATEGORY: Instruction Public Service Research (check)
If Research: Basic Applied Developmental (check)
Focus: Air Water Health (check)

Attach Itemized Budget Spreadsheet

PERSONNEL
 YES NO
 Is Reimbursed Released time requested? If yes,
 Name: _____ % time/aca yr: 0%
 Name: _____ % time/aca yr: 0%
 Name: _____ % time/aca yr: 0%
 _____ % time based on 30 WTU = 100%

APPROVALS
RSP Manager: Budget and PIF are complete, correct and in compliance with campus/Foundation policies and funding agency guidelines.
 Signature: _____
 Date: _____

ACADEMIC YEAR OVERLOAD
 YES NO
 Is Academic Year Overload requested? If yes:
 Name: _____ % time/aca yr: 0%
 Name: _____ % time/aca yr: 0%
 Name: _____ % time/aca yr: 0%

PI(s): All required information is correct and complete.
 PI Signature: _____
 Date: _____
 Co-PI Signature: _____
 Date: _____

SUMMER PAY
 YES NO
 Is Summer pay requested? If yes:
 Name: _____ # mos 0
 Name: _____ # mos 0
 Name: _____ # mos 0

Co-PI Signature: _____
 Date: _____
 Co-PI Signature: _____
 Date: _____

SALARY
 YES NO
 Does this project budget include salary for:
 Post Doc _____ Tech _____ Clerical
 Other Professional Student _____
 (Please check all that apply)

Department Chair(s): I have been notified and approve of the attached proposal budget, including release time/additional pay for _____ my department.
 Signature(s): _____
 Date: _____

COST SHARE/MATCH
 YES NO
 Is Cost Share/Match required? \$ _____
 Not required, but volunteered? \$ _____
 Itemized cost share/match must be included on attached budget

Signature(s): _____
 Date: _____

INDIRECT COSTS/F&A
 YES NO
 Is maximum allowable IDC rate applied? **Rate: 19%**
 Base: (check) Modified Total Direct Costs _____ Total Direct _____
 If "no," attach Indirect Cost Reduction form and guidelines

School Dean(s): I have been notified and approve of the attached proposal budget.
 Signature(s): _____
 Date: _____

CONFLICT OF INTEREST
 YES NO
 Is the funding source a non-governmental agency, NSF, or NIH? If "yes," a Conflict of Interest form must be on file with ORSP prior to receipt of funding

Signature(s): _____
 Date: _____

ACADEMIC CREDIT
 YES NO
 Does project offer academic credit through Cont. Ed?
 If "yes," obtain Cont/Global Ed Dean signature

RSP Director: Budget and PIF are complete, correct and in compliance with campus/Foundation policies and funding agency guidelines.
 Signature: _____
 Date: _____

SPECIAL COMPLIANCE
 YES NO
 Human Subjects (Interviews/surveys/etc) (IRB)
 *Animals * (IACUC)
 *Unmanned Aircraft Systems (UAS) * (UAS)
 *Radiation, biological, or toxic chemicals * (Biosafety)
 *Contact with School Aged Children (HR follow-up)
 * If "yes," appropriate Committee approval must be in place prior to award

Dean of Finance or Provost or Designee:
 Signature: _____
 Date: _____

SPACE/FACILITIES/EQUIPMENT/TECH
 YES NO
 Is additional or special space needed for this project?
 Is funding requested for renovation or construction?
 Requesting equipment requiring special space or installation?
 Is additional tech support required? If "yes," consult w/SATO

VP of Finance or Univ CFO or AVP for Finance:
 Signature: _____
 Date: _____

Describe equipment/space needs: _____

Attachments: Current & Pending Support _____ Budget _____ Guidelines _____
 ORSP Comments: _____
 Logged in SAR by: _____ Date: _____

Federal
 State
 Local
 Private
 Passthrough

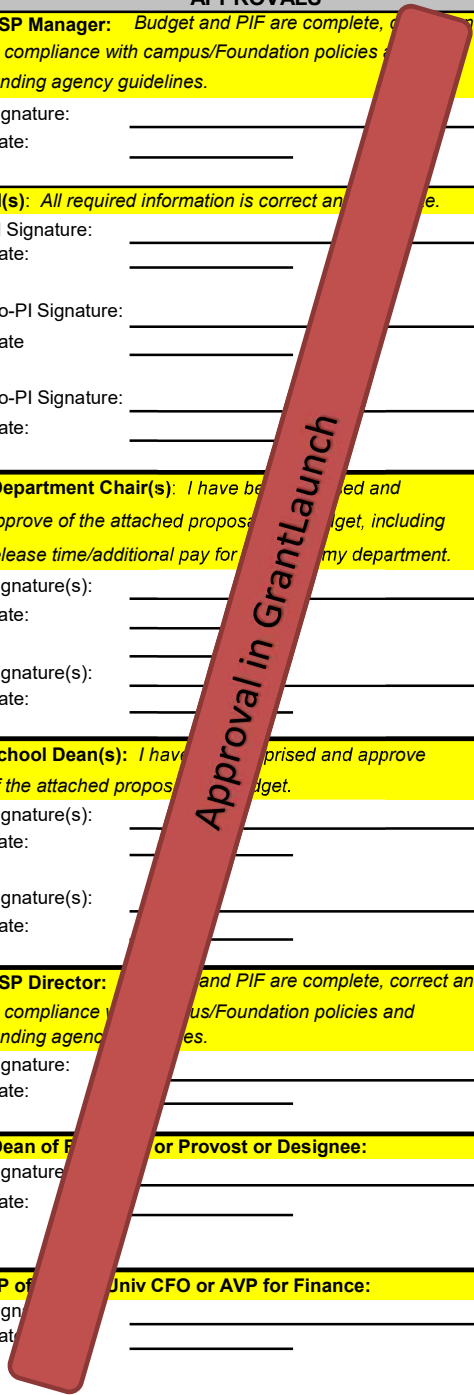


EXHIBIT B - Itemized Budget

Title: **EVALUATION SERVICES OF FRESNO COUNTY'S ADVANCING HEALTH LITERACY GRANT PROGRAM**

Agency: **CSU Fresno Foundation**

Start date: Execution End Date: 6/30/2023

A. Personnel Wages														
Name		Position on Grant	Basis of Salary	Number	AcaYr Sal OR Smr OR Stipend rate	% of AY Effort OR Summer month	#WTU or smr mos per yr	Person months	Year 1 EXECUTION to 6/30/22	Year 2 7/1/2022-6/30/2023	Total Request			
Alcala, E	1	Project Director			\$50,451	10%		1.2	3,783.83	5,045.10	\$8,829			
TBN	1	Research Analyst			\$40,000	55%		6.6	16,500.00	22,000.00	\$38,500			
Flores, M	1	Admin			\$37,440	10%		1.2	2,808.00	3,744.00	\$6,552			
Subtotal Staff Salaries									23,092.00	30,789.00	\$53,881	\$23,091.83	30,789.10	
Subtotal ALL Personnel									23,091.83	30,789.00	\$53,881			
B. Fringe Benefits (5% increase in Workers Comp)														
			Category	Rate										
Alcala				32%					1,210.82	1,614.43	\$2,825			
TBN				20%					3,300.00	4,400.00	\$7,700			
Flores				48%					1,347.84	1,797.12	\$3,145			
Subtotal Fringe Benefits									5,858.66	7,812.00	\$13,670	5,858.66	\$7,811.55	
Subtotal COST SHARE Fringe Benefits									0.00	0.00	\$0			
TOTAL SALARY AND FRINGE BENEFITS									28,950.49	38,601.00	\$67,551	\$28,950.49	38,600.65	
D. Travel														
			Cost per item	# round trip miles										
Local Travel			\$ 0.56	500					\$210.00	\$280.00	\$490			
Subtotal Travel									\$210	\$280	\$490	\$210	\$280	\$490
F. Other Direct Support														
		Description	Calculation											
Materials and Supplies		Ink, paper, pens, etc.	\$111.33 per Month						\$1,001.97	\$1,335.96	\$2,337.93			
Communications		Telephone, Internet, Copier, etc.	\$150 per month						\$1,350.00	\$1,800.00	\$3,150.00			
Subtotal Other									\$2,352.00	\$3,136.00	\$5,488.00	\$2,351.97	\$3,135.96	\$5,487.93
I. Total Direct Costs									\$31,512.49	\$42,017.00	\$73,529.00	\$31,512.46	\$42,016.61	\$73,529.07
J. Indirect Costs														
Rate: 19.0% MTDC														
K. Total Proposed Costs									\$37,500	\$50,000	\$87,500			
									37500	50000	87500			

Rounds up to 13,971



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STANDARD TERMS

1. **Compliance with Terms and Conditions.** You must comply with all terms and conditions outlined in the grant award, including grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements (GPS), (note any references in the GPS to 45 C.F.R. Part 74 or 92 are now replaced by 45 C.F.R. Part 75, and the SF-269 is now the SF-425), and requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts. By drawing or otherwise obtaining funds for the award from the grant payment system or office, you accept the terms and conditions of the award and agree to perform in accordance with the requirements of the award. The HHS Grants Policy Statement is available at: <http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf> Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS awards are at 45 C.F.R. Part 75.
2. **Grants Management Officer Prior Approval Requirements.** Certain changes to your project or personnel require prior approval from the Grants Management Officer (GMO). (See Part II, HHS Grants Policy Statement (GPS), any references in the GPS to 45 C.F.R. Part 74 or 92 are now replaced by 45 C.F.R. Part 75). All amendment requests requiring prior approval must be signed by the grantee authorizing official and or PI/PD and submitted through the Grant Solutions Amendment Module. Only responses signed by the GMO are considered valid. If you take action on the basis of responses from other officials or individuals, you do so at your own risk. Such responses will not be considered binding by or upon any OASH Office or HHS component. Any other correspondence not relating to a prior approval item should be uploaded to Grant Notes within the Grant Solutions system. Include the Federal grant number and signature of the authorized business official and the project director on all such correspondence.
3. **Salary Limitation (Further Consolidated Appropriations Act, 2020, Div. A, Title II, sec. 202).** “None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.” The Salary Limitation is based upon the Executive Level II of the Federal Executive Pay Scale. Effective January 2021, the Executive Level II salary is \$199,300. For the purposes of the salary limitation, the direct salary is exclusive of fringe benefits and indirect costs. An individual’s direct salary is not constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to the grant cooperative agreement. A recipient may pay an individual’s salary amount in excess of the salary cap with non-federal funds.
4. **Reporting Subawards and Executive Compensation.**
 - A. Reporting of first-tier subawards.
 - 1) Applicability.



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

2) Where and when to report.

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

3) What to report.

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

B. Reporting Total Compensation of Recipient Executives.

1) Applicability and what to report.

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

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

b) In the preceding fiscal year, you received—

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

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

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



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

2) Where and when to report.

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

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

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

C. Reporting of Total Compensation of Subrecipient Executives.

1) Applicability and what to report.

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

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

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

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

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

2) Where and when to report.

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

a) To the recipient.



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

D. Exemptions.

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

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

E. Definitions.

For purposes of this award term:

- 1) "Entity"

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

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

- 2) "Executive"

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

- 3) "Subaward":

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



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

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

4) “Subrecipient”

This term means an entity that:

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

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

5) “Total compensation”

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

a) Salary and bonus.

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

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

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

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



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

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

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

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

a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

b) Procure a commercial sex act during the period of time that the award is in effect; or

c) Use forced labor in the performance of the award or subawards under the award.

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

a) Is determined to have violated a prohibition in paragraph A.1 of this award term; or

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

(1) Associated with performance under this award; or

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



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

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

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

a) Associated with performance under this award; or

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

C. Provisions applicable to any recipient.

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

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

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

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

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

D. Definitions. For purposes of this award term:



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1) "Employee" means either:

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

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

2) "Forced labor" means:

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

3) "Private entity":

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

b) Includes:

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

(2) A for-profit organization.

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

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

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

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

A. General Reporting Requirement



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

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- 1) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- 2) Reached its final disposition during the most recent five-year period; and
- 3) If one of the following:
 - a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - c) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - d) Any other criminal, civil, or administrative proceeding if:
 - (1) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (2) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and



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

C. Reporting Procedures

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

D. Reporting Frequency

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

E. Definitions

For purposes of this award term and condition:

1) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

2) Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

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



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

F. Disclosure Requirements.

Consistent with 45 C.F.R. § 75.113, applicants and recipients must disclose, in a timely manner, in writing to the HHS Awarding Agency, with a copy to the HHS Office of the Inspector General, all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS Office of the Inspector General all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

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

AND

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

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

(Include “Mandatory Grant Disclosures” in subject line)

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

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

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



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8. Intellectual Property.

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

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

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

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

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

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

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

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

This [project/publication/program/website, etc.] [is/was] supported by the [full name of the PROGRAM OFFICE] of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funded by [PROGRAM OFFICE]/OASH/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by [PROGRAM OFFICE]/OASH/HHS, or the U.S. Government. For more information, please visit [PROGRAM OFFICE website, if available].

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



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This [project/publication/program/website, etc.] [is/was] supported by the [full name of the PROGRAM OFFICE] of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by [PROGRAM OFFICE]/OASH/HHS and \$XX amount and XX percentage funded by non-government source(s). The contents are those of the author (s) and do not necessarily represent the official views of, nor an endorsement, by [PROGRAM OFFICE]/OASH/HHS, or the U.S. Government. For more information, please visit [PROGRAM OFFICE website, if available].

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

Any amendments by the recipient to the acknowledgement statement must be coordinated with the OASH federal project officer and the OASH grants management officer.

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

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

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

- 1) Procure or obtain,
- 2) Extend or renew a contract to procure or obtain; or
- 3) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).



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

c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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

To: Keith Kompsi

Type: <u>Contract</u>
PI: <u>Capitman</u>
Grant Manager: <u>Doug Carey</u>
Negotiation ID: <u>1098</u> PD: _____
Review Date: <u>11/22/21</u>

Originals Requested: 1

Prepared By: Edgar Parrilla

DocuSigned by:

 Edgar Parrilla



Please review and if approved, please forward back to the Division of Research and Graduate Studies – Research and Sponsored Programs after approval.

Keith, ok to approve. - BG

Thank you,
Division of Research and Graduate Studies – Thomas Administration 126

Agency Contact: Susanna Alvarez

Phone: _____ Email: sualvarez@fresnocountyca.gov

	Initials	Date
Amendment approved by Grant Manager	_____	_____
Amendment approved by Dean Marshall	_____	_____
Contract reviewed by Shoua Yanglee		<u>11/23/2021</u>
Contract approved for signatures by Keith Kompsi		<u>11/23/2021</u>

The Following changes are required
