

**SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is dated 22 August, 2023 and is between Black Wellness and Prosperity Center, a California 501 C3 Non-Profit corporation (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. The County, through its Department of Public Health (Department), is in need of a contractor to provide community health support and promote health intervention activities for implementation of Fresno County’s Initiative to Address COVID-19 Related Health Disparities.

B. The Contractor is qualified and willing to provide services as identified in Exhibit A to this Agreement, titled “Scope of Services.”

C. The County and Contractor are in mutual agreement to the conditions and covenants outlined in this 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.” In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order: 1) to this Agreement, including all exhibits and all amendments thereto and, 2) to the Revised RFP No. 22-060.

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

1 **Article 2**

2 **County's Responsibilities**

3 2.1 The County shall provide guidance and assistance to the Contractor with activities,  
4 strategies, and outcomes as set forth in Exhibit A; and

5 2.2 The County shall provide training and user access to a data sharing platform,  
6 determined by the County, for data collection, referrals, reporting, and other program  
7 deliverables.

8 **Article 3**

9 **Compensation, Invoices, and Payments**

10 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
11 the performance of its services under this Agreement as described in Exhibit B to this  
12 Agreement, titled "Compensation."

13 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor  
14 under this Agreement is One Million One Hundred and Fifty-Six Thousand One Hundred and  
15 Eight Dollars and 80/100 (\$1,156,108.80), commencing as of the effective date, for the entire  
16 term of the agreement including any extensions set forth by section 4.2 of this Agreement. The  
17 Contractor acknowledges that the County is a local government entity, and does so with notice  
18 that the County's powers are limited by the California Constitution and by State law, and with  
19 notice that the Contractor may receive compensation under this Agreement only for services  
20 performed according to the terms of this Agreement and while this Agreement is in effect, and  
21 subject to the maximum amount payable under this section. The Contractor further  
22 acknowledges that County employees have no authority to pay the Contractor except as  
23 expressly provided in this Agreement.

24 3.3 **Invoices.** The Contractor shall submit monthly invoices to the County of Fresno,  
25 Department of Public Health, HPW-Health Disparities Program, Attention: HPW-Health  
26 Disparities Program Staff Analyst at DPHBOAP@fresnocountyca.gov or addressed to the  
27 County of Fresno, Department of Public Health, HPW-Health Disparities Program, P.O. Box  
28 11867, Fresno, CA 93775, Attention: HPW-Health Disparities Program Staff Analyst. The

1 Contractor shall submit each invoice by the 30<sup>th</sup> day of each month in which the Contractor  
2 performs services for the prior month's expenditures and in any case within 60 days after the  
3 end of the term or termination of this Agreement. Invoices shall detail line items as specified in  
4 Exhibit B, including original budget amount(s), current month's expenses, year to date  
5 expenses, and budget balances. In addition, invoices shall also include relevant supporting  
6 documentation including but not limited to general ledgers, copies of original statements,  
7 program expense records, payroll records, and mileage claims.

8 **3.4 Payment.** The County shall pay each correctly completed and timely submitted  
9 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's  
10 address specified in the invoice.

11 **3.5 Incidental Expenses.** The Contractor is solely responsible for all of its costs and  
12 expenses that are not specified as payable by the County under this Agreement.

#### 13 **Article 4**

#### 14 **Term of Agreement**

15 **4.1 Term.** This Agreement is effective on August 22, 2023, and terminates on December  
16 31, 2024, except as provided in section 4.2, "Extension," or Article 6, "Termination and  
17 Suspension," below.

18 **4.2 Extension.** The term of this Agreement may be extended for no more than two, one-  
19 year periods only upon written approval of both parties no later than the last day of the current  
20 term. The Director or his or her designee is authorized to sign the written approval on behalf of  
21 the County based on the Contractor's satisfactory performance and availability of funds. The  
22 extension of this Agreement by the County is not a waiver or compromise of any default or  
23 breach of this Agreement by the Contractor existing at the time of the extension whether or not  
24 known to the County.

#### 25 **Article 5**

#### 26 **Notices**

27 **5.1 Contact Information.** The persons and their addresses having authority to give and  
28 receive notices provided for or permitted under this Agreement include the following:

1                   **For the County:**  
2                   Director, Department of Public Health  
3                   County of Fresno  
4                   PO Box 11867  
5                   Fresno, CA 93775

6                   **For the Contractor:**  
7                   Shantay R. Davies-Balch, President & CEO  
8                   Black Wellness & Prosperity Center  
9                   2201 Calaveras Street  
10                  Fresno, CA 93721

11                 5.2       **Change of Contact Information.** Either party may change the information in section  
12                 5.1 by giving notice as provided in section 5.3.

13                 5.3       **Method of Delivery.** Each notice between the County and the Contractor provided  
14                 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
15                 this Agreement, and be delivered either by personal service, by first-class United States mail, or  
16                 by an overnight commercial courier service.

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

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

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

25                 5.4       **Claims Presentation.** For all claims arising from or related to this Agreement,  
26                 nothing in this Agreement establishes, waives, or modifies any claims presentation  
27                 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
28                 of Title 1 of the Government Code, beginning with section 810).

1 **Article 6**

2 **Termination and Suspension**

3 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are  
4 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
5 are not allocated, then the County, upon at least 30 days' advance written notice to the  
6 Contractor, may:

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

8 (B) Terminate this Agreement.

9 6.2 **Termination for Breach.**

10 (A) Upon determining that a breach (as defined in paragraph (C) below) has  
11 occurred, the County may give written notice of the breach to the Contractor. The written  
12 notice may suspend performance under this Agreement, and must provide at least 30  
13 days for the Contractor to cure the breach.

14 (B) If the Contractor fails to cure the breach to the County's satisfaction within the  
15 time stated in the written notice, the County may terminate this Agreement immediately.

16 (C) For purposes of this section, a breach occurs when, in the determination of the  
17 County, the Contractor has:

18 (1) Obtained or used funds illegally or improperly;

19 (2) Failed to comply with any part of this Agreement;

20 (3) Submitted a substantially incorrect or incomplete report to the County; or

21 (4) Improperly performed any of its obligations under this Agreement.

22 6.3 **Termination without Cause.** In circumstances other than those set forth above, the  
23 County may terminate this Agreement by giving at least 30 days advance written notice to the  
24 Contractor.

25 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County  
26 under this Article 6 is without penalty to or further obligation of the County.

27 6.5 **County's Rights upon Termination.** Upon termination for breach under this Article  
28 6, the County may demand repayment by the Contractor of any monies disbursed to the

1 Contractor under this Agreement that, in the County's sole judgment, were not expended in  
2 compliance with this Agreement. The Contractor shall promptly refund all such monies upon  
3 demand. This section survives the termination of this Agreement.

4 **Article 7**

5 **Funding Source**

6 7.1 **Services Funding Source.** Funding for these services is provided by the US  
7 Department of Health and Human Services (HHS), Centers for Disease Control and Prevention  
8 (CDC) – Activities to Support State, Tribal, Local and Territorial (STLT) Health Department  
9 Response to Public Health or Healthcare Crises (Catalog of Federal Domestic Assistance  
10 Number 93.319), Department of the Treasury, Coronavirus State and Local Fiscal Recovery  
11 Funds (SLFRF) (Assistance Listing Number, formerly known as CFDA Number, 21.027), HHS,  
12 CDC - Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) (Catalog of Federal  
13 Domestic Assistance Number 93.323).

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17 **Article 8**

18 **Federal Funding Terms and Conditions**

19 8.1 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary**  
20 **Exclusion-Lower Tier Covered Transactions.**

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

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

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

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

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

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

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17 **8.2 Property of County.** Contractor agrees to take reasonable and prudent steps to  
18 ensure the security of any and all said hardware and software provided to it by County under  
19 this Agreement, to maintain replacement-value insurance coverages on said hardware and  
20 software of like kind and quality approved by County.

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

3       **8.3 Prohibition on Publicity.** None of the funds, materials, property or services  
4 provided directly or indirectly under this Agreement shall be used for Contractor's advertising,  
5 fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the  
6 purpose of self-promotion. Notwithstanding the above, publicity of the services described in  
7 Paragraph One (1) of this Agreement shall be allowed as necessary to raise public awareness  
8 about the availability of such specific services when approved in advance by the County's DPH  
9 Director or designee for such items as written/printed materials, the use of media (i.e., radio,  
10 television, newspapers) and any other related expense(s).

11       **8.4 Conflict of Interest.** No officer, employee or agent of the County who exercises any  
12 function or responsibility for planning and carrying out of the services provided under this  
13 Agreement shall have any direct or indirect personal financial interest in this Agreement. In  
14 addition, no employee of the County shall be employed by the Contractor under this Agreement  
15 to fulfill any contractual obligations with the County. Contractor shall comply with all Federal,  
16 State of California and local conflict of interest laws, statutes and regulations, which shall be  
17 applicable to all parties and beneficiaries under this Agreement and any officer, employee or  
18 agent of the County.

19       **8.5 Change of Leadership/Management.** In the event of any change in the status of  
20 Contractor's leadership or management, Contractor shall provide written notice to County within  
21 thirty (30) days from the date of change. Such notification shall include any new leader or  
22 manager's name, address and qualifications. "Leadership or management" shall include any  
23 employee, member, or owner of Contractor who either a) directs individuals providing services  
24 pursuant to this Agreement, b) exercises control over the manner in which services are  
25 provided, or c) has authority over Contractor's finances.

26       **8.6 Lobbying Activity.** None of the funds provided under this Agreement shall be used  
27 for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending  
28 in the Congress of the United States of America or the Legislature of the State of California.



1       8.7     **State Energy Conservation.** Contractor must comply with the mandatory standards  
2 and policies relating to energy efficiency, which are contained in the State Energy Conservation  
3 Plan issued in compliance with 42 United States (US) Code sections 6321, et. seq.

4       8.8     **Clean Air and Water.** In the event the funding under this Agreement exceeds One  
5 Hundred Fifty Thousand and No/100 Dollars (\$150,000), Contractor shall comply with all  
6 applicable standards, orders or requirements issued under the Clean Air Act contained in 42  
7 U.S. Code 7601 et seq; the Clean Water Act contained in U.S. Code 1368 et seq.; and any  
8 standards, laws and regulations, promulgated thereunder. Under these laws and regulations,  
9 CONTRACTOR shall assure:

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

12           (B) County shall be notified prior to execution of this Agreement of the receipt of any  
13 communication from the Director, Office of Federal Activities, U.S. EPA indicating that a  
14 facility to be utilized in the performance of this Agreement is under consideration to be  
15 listed on the EPA list of Violating Facilities;

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

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

20       8.9     **Audits and Inspections.** The Contractor shall at any time during business hours,  
21 and as often as the County may deem necessary, make available to the County for examination  
22 all of its records and data with respect to the matters covered by this Agreement. The  
23 Contractor shall, upon request by the County, permit the County to audit and inspect all of such  
24 records and data necessary to ensure Contractor's compliance with the terms of this  
25 Agreement.

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

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

11 **8.10 Single Audit Clause.**

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

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

4 **8.11 Compliance with Federal Requirements.** The Contractor recognizes that County  
5 operates its Health Disparities Program with the use of Federal funds, and that the use of these  
6 funds imposes certain requirements on the County and its subcontractors. The Contractor shall  
7 adhere to all Federal requirements, including those identified in Exhibit C, Exhibit D, and Exhibit  
8 E, attached hereto and by this reference incorporated herein.

9 **Article 9**

10 **Confidentiality**

11 **9.1 Confidentiality.** All services performed by the Contractor under this Agreement  
12 shall be in strict conformance with all applicable Federal, State of California and/or local laws  
13 and regulations relating to confidentiality. In addition, Contractor agrees to abide by the terms  
14 and conditions of the Business Associate Agreement attached hereto as Exhibit F.

15 **Article 10**

16 **Independent Contractor**

17 **10.1 Status.** In performing under this Agreement, the Contractor, including its officers,  
18 agents, employees, and volunteers, is at all times acting and performing as an independent  
19 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
20 venturer, partner, or associate of the County.

21 **10.2 Verifying Performance.** The County has no right to control, supervise, or direct the  
22 manner or method of the Contractor's performance under this Agreement, but the County may  
23 verify that the Contractor is performing according to the terms of this Agreement.

24 **10.3 Benefits.** Because of its status as an independent contractor, the Contractor has no  
25 right to employment rights or benefits available to County employees. The Contractor is solely  
26 responsible for providing to its own employees all employee benefits required by law. The  
27 Contractor shall save the County harmless from all matters relating to the payment of  
28

1 Contractor's employees, including compliance with Social Security withholding and all related  
2 regulations.

3 10.4 **Services to Others.** The parties acknowledge that, during the term of this  
4 Agreement, the Contractor may provide services to others unrelated to the County.

## 5 **Article 11**

### 6 **Indemnity and Defense**

7 11.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the  
8 County (including its officers, agents, employees, and volunteers) against all claims, demands,  
9 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
10 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to  
11 the performance or failure to perform by the Contractor (or any of its officers, agents,  
12 subcontractors, or employees) under this Agreement. The County may conduct or participate in  
13 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or  
14 defend the County.

15 11.2 **Survival.** This Article 11 survives the termination of this Agreement.

## 16 **Article 12**

### 17 **Insurance**

18 12.1 The Contractor shall comply with all the insurance requirements in Exhibit G to this  
19 Agreement.

## 20 **Article 13**

### 21 **Inspections, Audits, and Public Records**

22 13.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
23 the County may examine at any time during business hours and as often as the County deems  
24 necessary, all of the Contractor's records and data with respect to the matters covered by this  
25 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon  
26 request by the County, permit the County to audit and inspect all of such records and data to  
27 ensure the Contractor's compliance with the terms of this Agreement.

1       13.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
2 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
3 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
4 years after final payment under this Agreement. This section survives the termination of this  
5 Agreement. Additional Federal audit requirements may apply if any portion of the compensation  
6 to be paid by the County under this Agreement is also provided by Federal funding.

7       13.3 **Public Records.** The County is not limited in any manner with respect to its public  
8 disclosure of this Agreement or any record or data that the Contractor may provide to the  
9 County. The County's public disclosure of this Agreement or any record or data that the  
10 Contractor may provide to the County may include but is not limited to the following:

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

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

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

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

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

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

5 **13.4 Public Records Act Requests.** If the County receives a written or oral request  
6 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,  
7 and which the County has a right, under any provision of this Agreement or applicable law, to  
8 possess or control, then the County may demand, in writing, that the Contractor deliver to the  
9 County, for purposes of public disclosure, the requested records that may be in the possession  
10 or control of the Contractor. Within five business days after the County's demand, the  
11 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's  
12 possession or control, together with a written statement that the Contractor, after conducting a  
13 diligent search, has produced all requested records that are in the Contractor's possession or  
14 control, or (b) provide to the County a written statement that the Contractor, after conducting a  
15 diligent search, does not possess or control any of the requested records. The Contractor shall  
16 cooperate with the County with respect to any County demand for such records. If the  
17 Contractor wishes to assert that any specific record or data is exempt from disclosure under the  
18 CPRA or other applicable law, it must deliver the record or data to the County and assert the  
19 exemption by citation to specific legal authority within the written statement that it provides to  
20 the County under this section. The Contractor's assertion of any exemption from disclosure is  
21 not binding on the County, but the County will give at least 10 days' advance written notice to  
22 the Contractor before disclosing any record subject to the Contractor's assertion of exemption  
23 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs  
24 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,  
25 failure to produce any such records, or failure to cooperate with the County with respect to any  
26 County demand for any such records.

1 **Article 14**

2 **Disclosure of Self-Dealing Transactions**

3 14.1 **Applicability.** This Article 14 applies if the Contractor is operating as a corporation,  
4 or changes its status to operate as a corporation.

5 14.2 **Duty to Disclose.** If any member of the Contractor’s board of directors is party to a  
6 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
7 “Self-Dealing Transaction Disclosure Form” (Exhibit H to this Agreement) and submitting it to  
8 the County before commencing the transaction or immediately after.

9 14.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is  
10 a party and in which one or more of its directors, as an individual, has a material financial  
11 interest.

12 **Article 15**

13 **General Terms**

14 15.1 **Modification.** Except as provided in Article 6, “Termination and Suspension,” this  
15 Agreement may not be modified, and no waiver is effective, except by written agreement signed  
16 by both parties. Notwithstanding the above, changes to object levels in the budget, attached  
17 hereto as Exhibit B, that do not exceed ten percent (10%) of the maximum compensation  
18 payable to the Contractor, may be made with the written approval of the County’s Department of  
19 Public Health Director, or designee. Said budget object level changes shall not result in any  
20 change to the maximum compensation amount payable to Contractor, nor shall it reduce the  
21 delivery of services originally provided for under this Agreement, as stated herein. The  
22 Contractor acknowledges that County employees have no authority to modify this Agreement  
23 except as expressly provided in this Agreement.

24 15.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
25 under this Agreement without the prior written consent of the other party.

26 15.3 **Governing Law.** The laws of the State of California govern all matters arising from  
27 or related to this Agreement.  
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1       15.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
2 County, California. Contractor consents to California jurisdiction for actions arising from or  
3 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
4 brought and maintained in Fresno County.

5       15.5 **Construction.** The final form of this Agreement is the result of the parties' combined  
6 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
7 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
8 against either party.

9       15.6 **Days.** Unless otherwise specified, "days" means calendar days.

10       15.7 **Headings.** The headings and section titles in this Agreement are for convenience  
11 only and are not part of this Agreement.

12       15.8 **Severability.** If anything in this Agreement is found by a court of competent  
13 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
14 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
15 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
16 intent.

17       15.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
18 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
19 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
20 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
21 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
22 all applicable State of California and federal statutes and regulation.

23       15.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
24 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
25 performance of any continuing or other obligation of the Contractor and does not prohibit  
26 enforcement by the County of any obligation on any other occasion.

27       15.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
28 between the Contractor and the County with respect to the subject matter of this Agreement,



1 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
2 publications, and understandings of any nature unless those things are expressly included in  
3 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
4 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
5 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
6 exhibits.

7 15.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
8 create any rights or obligations for any person or entity except for the parties.

9 15.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

15 15.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
16 electronic signature as provided in this section.

17 (A) An "electronic signature" means any symbol or process intended by an individual  
18 signing this Agreement to represent their signature, including but not limited to (1) a  
19 digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
20 electronically scanned and transmitted (for example by PDF document) version of an  
21 original handwritten signature.

22 ///

23 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed  
24 equivalent to a valid original handwritten signature of the person signing this Agreement  
25 for all purposes, including but not limited to evidentiary proof in any administrative or  
26 judicial proceeding, and (2) has the same force and effect as the valid original  
27 handwritten signature of that person.  
28

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

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

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

11 15.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
12 original, and all of which together constitute this Agreement.

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

BLACK WELLNESS & PROSPERITY  
CENTER

COUNTY OF FRESNO

*Shantay R. Davies-Balch*

Shantay R. Davies-Balch, President & CEO

2201 Calaveras Street  
Fresno, CA 93721

*Sal Quintero*  
Sal Quintero, 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: *Alexandria Vieira*  
Deputy

For accounting use only:

Org No.: 56201558, 56201019, 56201022  
Account No.: 7295  
Fund No.: 0001  
Subclass No.: 10000

Exhibit A  
Scope of Services

<b>CATEGORY 1: RECRUITMENT, HIRING, AND TRAINING</b>				
<b>Activity</b>	<b>Description</b>	<b>Responsible Party</b>	<b>Timeline</b>	<b>Deliverables</b>
Recruitment and Hiring of Program Staff	<ul style="list-style-type: none"> <li>• Contractor will recruit CHWs and other identified programs staff to serve deliverables within contracted period.</li> </ul>	<ul style="list-style-type: none"> <li>• Program Staff</li> </ul>	Within 1-3 months of contract execution	<ul style="list-style-type: none"> <li>• Onboard program staff</li> <li>• List of CHWs recruited</li> <li>• Submit quarterly staffing report</li> </ul>
Outreach Plan	<ul style="list-style-type: none"> <li>• Submit an outreach plan to provide screening, education, and community linkages to address SDoH, COVID-19 related disparities and chronic disease management &amp; prevention support within HPI (2.0) Quartile 1.</li> <li>• Include the number of clients intended to be reached with the following activities:               <ul style="list-style-type: none"> <li>○ Outreach events</li> <li>○ Educational events</li> <li>○ Completion of SDoH assessment tool</li> <li>○ Client referrals to services</li> </ul> </li> <li>• Include specific target reach within HPI Quartile 1 (demographics, zip codes, etc.).</li> <li>• Address the cultural, linguistic and literacy needs of the identified target population within Fresno County.</li> </ul>	<ul style="list-style-type: none"> <li>• Program Staff</li> </ul>	Within 1 month of contract execution, ongoing	<ul style="list-style-type: none"> <li>• Submit outreach plan</li> <li>• Update outreach plan as needed</li> </ul>

Exhibit A  
Scope of Services

<p>Trainings</p>	<ul style="list-style-type: none"> <li>• Provide program staff and CHWs with appropriate onboarding training, specific to the organizational needs including but not limited to HIPAA training.</li> <li>• Program staff to complete other appropriate trainings identified by FCDPH. Training topics to include:             <ul style="list-style-type: none"> <li>○ Program Tools/Assessments</li> <li>○ Data Management System</li> <li>○ Health Equity</li> <li>○ Emergency Preparedness</li> <li>○ Other trainings as identified</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Program Staff</li> <li>• CHWs</li> <li>• FCDPH</li> </ul>	<p>Ongoing</p>	<ul style="list-style-type: none"> <li>• Submit training log along with monthly progress report</li> </ul>
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Exhibit A  
Scope of Services

<b>CATEGORY 2: IMPLEMENTATION</b>				
<b>Activity</b>	<b>Description</b>	<b>Responsible Party</b>	<b>Timeline</b>	<b>Deliverables</b>
Outreach & Education	<ul style="list-style-type: none"> <li>• Provide outreach and education in identified targeted areas within Fresno County.</li> <li>• Collaborate &amp; align outreach and educational activities with other FCDPH identified efforts such as Rural Mobile Health.</li> <li>• Provide information and/or linkages during these events on:               <ul style="list-style-type: none"> <li>○ SDoH needs</li> <li>○ COVID-19 related disparities</li> <li>○ Chronic disease management &amp; prevention support</li> <li>○ Communicable diseases prevention support</li> <li>○ Oral health prevention &amp; support</li> <li>○ Other wrap around services</li> </ul> </li> <li>• CHWs will use culturally and linguistically appropriate health education materials during outreach and educational events.</li> <li>• Track the event outcomes in a designated tracking tool and/or FCDPH identified data management system.</li> </ul>	<ul style="list-style-type: none"> <li>• Program Staff</li> <li>• CHWs</li> </ul>	Ongoing	<ul style="list-style-type: none"> <li>• Number of events and outcomes to be included in monthly progress report</li> <li>• Outcomes to be reported using the data management system as appropriate</li> </ul>

Exhibit A  
Scope of Services

<p>Screening &amp; Assessment</p>	<ul style="list-style-type: none"> <li>• CHWs to utilize a social needs assessment tool identified by FCDPH to screen community members for:             <ul style="list-style-type: none"> <li>○ SDoH</li> <li>○ COVID-19 related disparities</li> <li>○ Chronic disease management &amp; prevention support</li> <li>○ Communicable diseases prevention support</li> <li>○ Oral health prevention &amp; support</li> <li>○ Other wrap around services</li> </ul> </li> <li>• Each CHW will complete an assessment for each new client.</li> <li>• Track assessments in a county provided designated tracking tool and/or FCDPH identified data management system.</li> </ul>	<ul style="list-style-type: none"> <li>• CHWs</li> <li>• FCDPH</li> </ul>	<p>Ongoing</p>	<ul style="list-style-type: none"> <li>• Number of completed screens to be included in monthly progress report</li> <li>• Screening outcomes to be reported using the data management system</li> </ul>
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Exhibit A  
Scope of Services

<p>Referrals &amp; Wrap Around Services</p>	<ul style="list-style-type: none"> <li>• CHWs will utilize screeners for assessments of barriers of individual community members.</li> <li>• Provide linkages &amp; referrals to services based on identified needs.</li> <li>• CHW will work with each client, as needed, to build a care plan to address the identified barriers.</li> <li>• The assessments and care plan are reviewed, modified, and approved by designated program staff.</li> <li>• Provide necessary follow-up on referral and resource outcome.</li> <li>• Track referral &amp; care plan outcomes in a designated tracking tool and/or FCDPH identified data management system.</li> </ul>	<ul style="list-style-type: none"> <li>• Program Staff</li> <li>• CHWs</li> </ul>	<p>Ongoing</p>	<ul style="list-style-type: none"> <li>• Number of referrals/linkages to be included in monthly progress report</li> <li>• Referral/linkage outcomes to be reported using the data management system</li> </ul>
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Exhibit A  
Scope of Services

<b>CATEGORY 3: EVALUATION &amp; REPORTING MEASURES</b>				
<b>Activity</b>	<b>Description</b>	<b>Responsible Party</b>	<b>Timeline</b>	<b>Deliverables</b>
Evaluation	<ul style="list-style-type: none"> <li>• Contractor will work with FCDPH and program evaluator to implement evaluation metrics, benchmarks, and practices to evaluate the effectiveness and impact of the program. These activities include:               <ul style="list-style-type: none"> <li>○ Meet a minimum of 80% of agreed upon program outcomes</li> <li>○ Identify and implement evaluation needs in data management system to track and measure program impacts</li> <li>○ Implement improvement recommendations of identified areas to improve program outcomes</li> <li>○ Designated staff will run monthly reports on the data management system for quality assurance purposes</li> <li>○ Work with FCDPH Equity Officer in completing a health equity assessment</li> <li>○ Collaborate with FCDPH Equity Officer in completing a health equity plan based on assessment findings</li> <li>○ Contribute to the effectiveness of the program evaluation through collaboration and feedback of program progress</li> <li>○ Other evaluation needs as identified</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Program Staff</li> <li>• CHWs</li> <li>• FCDPH</li> </ul>	Ongoing	<ul style="list-style-type: none"> <li>• Monthly reports on the data management system on program outcomes</li> <li>• Health equity assessment</li> <li>• Health Equity plan</li> </ul>

Exhibit A  
Scope of Services

Partner Collaboration	<ul style="list-style-type: none"> <li>• Contractor will work with FCDPH, funded and non-funded partners to enhance or support program related activities through partnerships and collaborative efforts.</li> <li>• Track new and expanded partnerships.</li> <li>• Collaborate with other CHW partners at large, to include FCHIP Fresno Hope HUB, on program implementation measures.</li> </ul>	<ul style="list-style-type: none"> <li>• Program Staff</li> <li>• FCDPH</li> </ul>	Ongoing	<ul style="list-style-type: none"> <li>• List of new and expanded partnerships to be included in the monthly progress report</li> <li>• Meetings &amp; attendees to be reported in the monthly progress report</li> </ul>
Media & Communication	<ul style="list-style-type: none"> <li>• Contractor will work with FCDPH to collaborate on media and/or communication needs to assure it aligns with programmatic requirements.</li> <li>• Materials used and/or developed will be culturally and linguistically appropriate health education materials that align with the target population.</li> </ul>	<ul style="list-style-type: none"> <li>• Program Staff</li> <li>• FCDPH</li> </ul>	Ongoing	<ul style="list-style-type: none"> <li>• List of media or communication tools created to be included in the monthly progress report</li> </ul>

Exhibit A  
Scope of Services

<p>Program Reports</p>	<ul style="list-style-type: none"> <li>• Contractor will adhere to proper data tracking and submit reports on agreed upon timeframe. Contract will identify &amp; communicate additional reporting needs and/or challenges with FCDPH.</li> </ul> <p><b>Monthly Reports:</b></p> <ul style="list-style-type: none"> <li>○ Monthly progress report</li> <li>○ Training log</li> <li>○ Data management system outcome report</li> <li>○ Invoicing and back-up documentation submission</li> </ul> <p><b>Quarterly Reports:</b></p> <ul style="list-style-type: none"> <li>○ Staffing report</li> </ul> <p><b>Annually &amp; Updated as Needed:</b></p> <ul style="list-style-type: none"> <li>○ Outreach plan</li> <li>○ Health equity assessment</li> <li>○ Health equity plan</li> </ul> <p>Other reporting needs as identified.</p>	<ul style="list-style-type: none"> <li>• Program Staff</li> </ul>	<p>Ongoing</p>	<ul style="list-style-type: none"> <li>• Submission of appropriate reports on agreed upon timeline</li> </ul>
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Exhibit A  
Scope of Services

**Glossary:**

- CHWs: Community Health Workers
- FCDPH: Fresno County Department of Public Health
- SDoH: Social Determinants of Health
- Outreach Event: Community event where resources and information are provided at large to the target population either through tabling, canvassing, or other form of intervention where a larger number of community members are reached.
- Educational Event: Education, resources, and information provided in a smaller setting such as workshops, presentations, or other interventions to a specific group within the target population.
- HPI: Healthy Places Index 2.0  
[California Healthy Places Index Map](#)
- HIPAA: Health Insurance Portability and Accountability Act
- FCHIP: Fresno Community Health Improvement Partnership

## Exhibit B

### YEAR 1 BUDGET (August 22, 2023 - July 31, 2024)

<b>PERSONNEL</b>						
Position Title and Name	Annual Salary	% FTE <sup>1</sup>	Benefit Rate <sup>2</sup>	Benefit Cost	Payroll Taxes	Worker's Comp
Program Manager	\$ 69,102.00	70%	16%	\$ 14,586.00	\$ 4,548.00	\$ 527.00
Program Coordinator	\$ 63,434.00	60%	6%	\$ 4,128.00	\$ 3,701.00	\$ 471.00
Lead Community Care Specialist	\$ 39,545.00	50%	12%	\$ 2,821.00	\$ 3,267.00	\$ 295.00
Community Care Specialist (9)	\$ 300,767.00	100%	3%	\$ -	\$ 20,860.00	\$ 951.00
	\$ -			\$ -	\$ -	\$ -
Sub-Total	\$ 472,848.00			\$ 21,535.00	\$ 32,376.00	\$ 2,244.00
<b>Total Personnel</b>	<b>\$ 463,126.30</b>					

  

<b>EQUIPMENT</b>	
Laptops & Accessories	\$ 15,000.00
<b>Total Equipment</b>	<b>\$ 15,000.00</b>

  

<b>SUPPLIES</b>	
Office Supplies	\$ 5,414.00
Program Supplies	\$ 13,250.00
Outreach	\$ 35,000.00
<b>Total Supplies</b>	<b>\$ 53,664.00</b>

  

<b>TRAVEL</b>	
Mileage	\$ 2,293.00
Vehicle- (Maintenance, storage, fuel)	\$ 7,244.00
<b>Total Travel</b>	<b>\$ 9,537.00</b>

  

<b>OTHER</b>	
Rent	\$ 74,880.00
Communications	\$ 8,000.00
Media / Radio/ Billboard	\$ 30,000.00
Professional Development Training	\$ 15,000.00
Community Engagement Events	\$ 28,000.00
Participant Support / Stipend	\$ 40,000.00
Training, meeting, & event space rental	\$ 10,000.00
<b>Total Other</b>	<b>\$ 205,880.00</b>

  

<b>Total Direct Costs</b>	<b>\$ 747,207.30</b>
<b>Administrative (Indirect) Costs<sup>3</sup></b>	<b>\$ 74,720.73</b>
<b>TOTAL BUDGET</b>	<b>\$ 821,928.03</b>

**Notes**

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

## Exhibit B

<b>YEAR 2 BUDGET</b>						
(August 1, 2024 - December 31, 2024)						
<b>PERSONNEL</b>						
Position Title and Name	Annual Salary	% FTE <sup>1</sup>	Benefit Rate <sup>2</sup>	Benefit Cost	Payroll Taxes	Worker's Comp
Program Manager	\$ 29,657.00	70%	14%	\$ 6,381.00	\$ 1,990.00	\$ 231.00
Program Coordinator	\$ 27,224.00	60%	22%	\$ 1,806.00	\$ 1,619.00	\$ 206.00
Lead Community Care Specialist	\$ 16,971.00	40%	5%	\$ 1,234.00	\$ 1,429.00	\$ 129.00
Community Care Specialist	\$ 191,960.00	50%	5%	\$ -	\$ 4,755.00	\$ 416.00
	\$ -			\$ -	\$ -	\$ -
Sub-Total	\$ 265,812.00			\$ 9,421.00	\$ 9,793.00	\$ 982.00
<b>Total Personnel</b>	<b>\$ 160,058.70</b>					
<b>EQUIPMENT</b>						
<b>Total Equipment</b>	<b>\$ -</b>					
<b>SUPPLIES</b>						
Office Supplies	\$ 5,000.00					
Program Supplies	\$ 7,500.00					
<b>Total Supplies</b>	<b>\$ 12,500.00</b>					
<b>TRAVEL</b>						
Mileage	\$ 744.00					
Vehicle Maintenance	\$ 3,744.00					
<b>Total Travel</b>	<b>\$ 4,488.00</b>					
<b>OTHER</b>						
Rent	\$ 32,400.00					
Hot Spots	\$ 3,556.00					
Media / Radio/ Billboard	\$ 8,498.00					
Professional Development Training	\$ 5,000.00					
Space Rental / Event Supplies	\$ 24,800.00					
Space Rental -Training & Meetings	\$ 22,500.00					
Participant Support / Stipend	\$ 30,000.00					
	\$ -					
	\$ -					
<b>Total Other</b>	<b>\$ 126,754.00</b>					
<b>Total Direct Costs</b>	<b>\$ 303,800.70</b>					
<b>Administrative (Indirect) Costs<sup>3</sup></b>	<b>\$ 30,380.07</b>					
<b>TOTAL BUDGET</b>	<b>\$ 334,180.77</b>					

**Notes**

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

# Exhibit B

## Budget Narrative

### Health Disparities

Contractor Name:	BWPC - African American Coalition
Contractor Address:	2201 Calaveras Fresno, CA 93721
Contractor Phone Number:	559-705-2524
Contractor Contact Person:	Tinicia McPeters
Budget Term:	August 22, 2023 - July 31, 2024

EXPENDITURES		JUSTIFICATIONS				
<b>Personnel</b>	<b>Amount Requested</b>	<b>Months</b>	<b>Time</b>	<b>Annual Salary</b>	<b>Justification</b>	
Program Manager	\$ 48,371.40	12	70%	\$ 69,102.00	Under the direction of the Chief Programs Officer, the Program Manager sets day-to-day tasks to achieve the assigned program's operational objectives. Supervises unit program operations to ensure compliance with program goals, policies, procedures, and defined internal controls. Manages, develops, monitors, and evaluates the activities and administration of assigned programs. Conducts community education and outreach to develop partnerships that strengthen the community. Plans and develops methods and procedures for implementing programs. Ensures program activities are carried out in line with organization's objectives, motives, and goals. Reviews reports and records of activities to ensure progress towards goals and prepares program reports for organization and stakeholders. Supervises assigned staff: selects, trains, prepares performance evaluations, and recommends disciplinary actions. Applies initiative and sound judgement.	
Program Coordinator	\$ 38,060.40	12	60%	\$ 63,434.00	Under the direction of the Program Manager, the Program Coordinator sets day-to-day tasks to achieve the assigned program's operational objectives. Oversees fiscal management of grants to ensure compliance with program goals, grant requirements, policies, procedures, and defined internal controls. Under general supervision, organizes and arranges the elements of a project, program, process, or event so that those elements work together harmoniously. Communicates with stakeholders about goals, activities, progress, and timelines. Informs team members of deadlines to ensure project, event, or program is delivered on time and within budget. Obtains and oversees third-party providers and vendors as needed. Collects and analyzes feedback from customers, clients, team members, and other stakeholders to gauge satisfaction and success. Assists Program Manager in creating program materials, provide recommendations on staffing requirements, and works to ensure that program achieves stated objectives.	
Lead Community Care Specialist	\$ 19,772.50	12	50%	\$ 39,545.00	Oversees Community Care Specialist	
Community Care Specialist	\$ 300,767.00	12	100%	\$ 300,767.00	9 CCS @ 1 FTE each-Implement scope of work	
Fringe benefits	\$ 56,155.00					
<b>TOTAL Personnel Expenses</b>	<b>\$ 463,126.30</b>					
<b>Equipment</b>	<b>Amount Requested</b>	<b>Unit Cost</b>	<b>QTY</b>	<b>Justification</b>		
Laptop	\$ 15,000.00	\$ 1,500.00	10	10 Laptops w/ software and accessories ( headphones, cables) * \$1,500= \$15,000		
	\$ -					
	\$ -					
	\$ -					
	\$ -					
<b>TOTAL Equipment Expenses</b>	<b>\$ 15,000.00</b>					
<b>Supplies</b>	<b>Amount Requested</b>	<b>Unit Cost</b>	<b>QTY</b>	<b>Justification</b>		
Office Supplies	\$ 5,414.00	\$ 451.17	12	Office supplies for daily activities such as pens, pencils, paper, etc.		
Program Supplies	\$ 13,250.00	\$ 1,104.17	12	Program Supplies for daily operation. Staff needs- Staff uniforms, adverse weather attire.		
Outreach program participant items	\$ 35,000.00	\$ 2,916.67	12	Outreach supplies include items to engage community members in the program to encourage program enrollment, community trust, and retention/engagement. Supplies include community education materials and supplies that encourage behavioral modification, enhances knowledge, and builds community trust. Behavioral modification items such as hats (extreme heat), chap stick, canvas bags, water bottles, toothpaste, tooth brushes etc. are intended for community-based events and tabling outreach at various locations based on community need. Outreach also includes the costs of developing, disseminating (postage), copying, and printing educational materials and ancillaries. 486 potential participant * \$6.00 per participant opportunity; this cost is all inclusive of outreach items, outreach also includes the costs of developing, disseminating (postage), copying, and printing educational materials and ancillaries		
	\$ -					
	\$ -					
<b>TOTAL Supplies Expenses</b>	<b>\$ 53,664.00</b>					
<b>Travel</b>	<b>Amount Requested</b>	<b>Number of Miles</b>	<b>Cost per Mile</b>	<b>Justification</b>		
Mileage	\$ 2,293.00	3500	\$0.655	Staff reimbursement mileage		
Vehicle- (Maintenance, storage, fuel)	\$ 7,244.00			Vehicle maintenance- oil change, tune up, tire rotation (as needed)		
<b>TOTAL Travel</b>	<b>\$ 9,537.00</b>					
<b>Other</b>	<b>Amount Requested</b>	<b>Cost per Month</b>	<b># of Months</b>	<b>Justification</b>		
Rent	\$ 74,880.00	\$ 6,240.00	12	Rent per month \$10,400 * 60 * 12 months=\$74,880		
Communication	\$ 8,000.00	\$ 666.67	12	Cell phone service/hot spot - \$51.28 per staff * 12 staff * 12months=\$7,384.32 Business Phone line *\$51.28 * 12 months = \$615.36		
Media / Radio/ Billboard	\$ 30,000.00	\$ 2,500.00	12	HEO Advertising Radio/Billboard \$2,500 per month *12 months= \$30,000		
Professional Development Training/Meetings	\$ 15,000.00			Staff Training & Development		
Community Engagement/ Event Space Rental/ Security	\$ 28,000.00		5	AAC hosted & partnered events. 5 events * \$1,500 space rental & security= \$7,500, \$20,500 for event vendor registration fees, mobile unit fees, ability to go into the community in targeted zip codes to host education events, special event insurance, supplies, vendor expenses,		
Participant Support / Stipend	\$ 40,000	\$ 3,333.33	12	Support costs will vary by number of enrolled program participants, based on the need of the enrolled participants, and the severity of the health disparity. Participant support is intended to close disparities and minimize access to care and services, which can improve the lifecourse. Stipends are in the form of allowable giftcards - \$25.00 gift cards * 400 = \$10,000 to purchase allowable quality of life necessities. Range: \$25.00 - \$100.00 based on need * 300 - 1,200 enrolled participants. Enrolled participants support provides life enhancements. Life enhancements are determined and documented through home visits, case management, motivational interviewing, family assessments etc. Enhancements may include support such as air filters and purifiers to address environmental respiratory disparities, clothing (socks, shirts, mitten, blankets), diapers, bus passes, baby supplies, car seats, play pens to provide safer sleep environments and prevent infant mortality etc.		
Community training/meetings	\$ 10,000.00	\$ 833.33	12	1 sessions(Training, meeting, & event) per month * \$833.33 per session * 12 months = \$10,000		
	\$ -					
<b>TOTAL Other</b>	<b>\$ 205,880.00</b>					
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 747,207.30</b>					
<b>TOTAL INDIRECT EXPENSES</b>	<b>\$ 74,720.73</b>					
<b>TOTAL EXPENSES</b>	<b>\$ 821,928.03</b>					

# Exhibit B

## Budget Narrative

### Health Disparities

Contractor Name:	BWPC - African American Coalition
Contractor Address:	2201 Calaveras Fresno, CA 93721
Contractor Phone Number:	559-705-2524
Contractor Contact Person:	Tinicia McPeters
Budget Term:	August 1, 2024 - December 31, 2024

EXPENDITURES		JUSTIFICATIONS			
Personnel	Amount Requested	Months	Time	Annual Salary	Justification
Program Manager	\$ 20,759.90	5	70%	\$ 29,657.00	Under the direction of the Chief Programs Officer, the Program Manager sets day-to-day tasks to achieve the assigned program's operational objectives. Supervises unit program operations to ensure compliance with program goals, policies, procedures, and defined internal controls. Manages, develops, monitors, and evaluates the activities and administration of assigned programs. Conducts community education and outreach to develop partnerships that strengthen the community. Plans and develops methods and procedures for implementing programs. Ensures program activities are carried out in line with organization's objectives, motives, and goals. Reviews reports and records of activities to ensure progress towards goals and prepares program reports for organization and stakeholders. Supervises assigned staff: selects, trains, prepares performance evaluations, and recommends disciplinary actions. Applies initiative and sound judgement.
Program Coordinator	\$ 16,334.40	5	60%	\$ 27,224.00	Under the direction of the Program Manager, the Program Coordinator sets day-to-day tasks to achieve the assigned program's operational objectives. Oversees fiscal management of grants to ensure compliance with program goals, grant requirements, policies, procedures, and defined internal controls. Under general supervision, organizes and arranges the elements of a project, program, process, or event so that those elements work together harmoniously. Communicates with stakeholders about goals, activities, progress, and timelines. Informs team members of deadlines to ensure project, event, or program is delivered on time and within budget. Obtains and oversees third-party providers and vendors as needed. Collects and analyzes feedback from customers, clients, team members, and other stakeholders to gauge satisfaction and success. Assists Program Manager in creating program materials, provide recommendations on staffing requirements, and works to ensure that program achieves stated objectives.
Lead Community Care Specialist	\$ 6,788.40	5	40%	\$ 16,971.00	Oversees Community Care Specialist
Community Care Specialist	\$ 95,980.00	5	50%	\$ 191,960.00	9 CCS @ .50 FTE each- Implement scope of work
Fringe benefits	\$ 20,196.00				
<b>TOTAL Personnel Expenses</b>	<b>\$ 160,058.70</b>				
Equipment	Amount Requested	Unit Cost	QTY	Justification	
	\$ -				
	\$ -				
	\$ -				
	\$ -				
	\$ -				
<b>TOTAL Equipment Expenses</b>	<b>\$ -</b>				
Supplies	Amount Requested	Unit Cost	QTY	Justification	
Office Supplies	\$ 5,000.00	\$ 1,000.00	5	Office supplies for daily activities such as pens, pencils, paper, toner etc.	
Program Supplies	\$ 7,500.00	\$ 1,500.00	5	Program Supplies for daily operation. Staff needs- Staff uniforms, adverse weather attire,	
	\$ -				
	\$ -				
	\$ -				
<b>TOTAL Supplies Expenses</b>	<b>\$ 12,500.00</b>				
Travel	Amount Requested	Number of Miles	Cost per Mile	Justification	
Mileage	\$ 744.00	\$ 1,136.00	\$0.655	Staff reimbursement mileage	
Vehicle Maintenance	\$ 3,744.00			Vehicle maintenance- oil change, tune up, tire rotation	
<b>TOTAL Travel</b>	<b>\$ 4,488.00</b>				
Other	Amount Requested	Cost per Month	# of Months	Justification	
Rent	\$ 32,400.00	\$ 6,480.00	5	Rent per month \$10,800 * 60 * 5months=\$32,400	
Communication	\$ 3,556.00	\$ 711.00	5	Cell Phone service/hot spot service- \$55 per staff * 12 staff * 5 months=\$3,300. Phone line *\$51.28 * 5 months = \$256.40	
Media / Radio/ Billboard	\$ 8,498.00	\$ 2,832.00	3	HEO Advertising Radio / Billboard \$2,832.67 per month * 3 months= \$8,498	
Professional Development Training	\$ 5,000.00		5	Staff Training & Development	
Space Rental / Event Supplies	\$ 24,800.00	\$ 6,200.00	4	AAC hosted & partnered events. 4 events * \$1,500 space rental = \$6,000, \$18,800 for event supplies, vendor expenses, educational & printed material, postage.	
Participant Support / Stipend	\$ 30,000.00	\$ 6,000.00	5	Support costs will vary by number of enrolled program participants, based on the need of the enrolled participants, and the severity of the health disparity. Participant support is intended to close disparities and minimize access to care and services, which can improve the life course. Stipends are in the form of allowable giftcards - \$25.00 gift cards to purchase allowable quality of life necessities. Enhancements (Range: \$25.00 - \$100.00) based on need for enrolled participants. Enrolled participants support provides life enhancements. Life enhancements are determined and documented through home visits, case management, motivational interviewing, family assessments etc. Enhancements may include support such as air filters and purifiers to address environmental respiratory disparities, clothing (socks, shirts, mitten, blankets), diapers, bus passes, baby supplies, car seats, play pens to provide safer sleep environments and prevent infant mortality etc.	
Space Rental -Training & Meetings	\$ 22,500.00	\$ 4,500.00	5	3 sessions (Training, meeting, & event) per month * \$1,500 per session * 5 months = \$22,500	
	\$ -				
<b>TOTAL Other</b>	<b>\$ 126,754.00</b>				
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 303,800.70</b>				
<b>TOTAL INDIRECT EXPENSES</b>	<b>\$ 30,380</b>				
<b>TOTAL EXPENSES</b>	<b>\$ 334,180.77</b>				





## General Terms and Conditions for Non-Research Grant and Cooperative Agreements

**Incorporation:** The Department of Health and Human Services (HHS) grant recipients must comply with all terms and conditions outlined in the Notice of Funding Opportunity (NOFO), their Notice of Award (NOA), grants policy contained in applicable HHS Grants Policy Statements, 45 CFR Part 75, 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. The term grant is used throughout these general terms and conditions of award and includes cooperative agreements.

**Note:** In the event that any requirement in the NOA, the NOFO, the HHS Grants Policy Statement, 45 CFR Part 75, or applicable statutes/appropriations acts conflict, then statutes and regulations take precedence.

### FEDERAL REGULATIONS AND POLICIES

**45 CFR Part 75** – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

<https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5>

#### HHS Grants Policy and Regulations

<https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>

#### HHS Grants Policy Statement

<https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>

#### Federal Funding Accountability and Transparency Act (FFATA)

<https://www.fsrs.gov/>

**Trafficking In Persons:** Consistent with 2 CFR 175, awards are subject to the requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. Part 7104(g)).

<https://www.law.cornell.edu/cfr/text/2/part-175>

**CDC Additional Requirements (AR)** may apply. The NOFO will detail which specific ARs apply to resulting awards. Links to full texts can be found at:

<https://www.cdc.gov/grants/additional-requirements/index.html>.

## FUNDING RESTRICTIONS AND LIMITATIONS

**Cost Limitations as stated in Appropriations Acts.** Recipients must follow applicable fiscal year appropriations law in effect at the time of award. See AR-32 Appropriations Act, General Requirements: <https://www.cdc.gov/grants/additional-requirements/ar-32.html>.

**Though Recipients are required to comply with all applicable appropriations restrictions, please find below specific ones of note.** CDC notes that the cited section for each below provision may change annually.

- A. Cap on Salaries (Division H, Title II, General Provisions, 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.

Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.

- B. Gun Control Prohibition (Div. H, Title II, Sec. 210): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

- C. Lobbying Restrictions (Div. H, Title V, Sec. 503):

- 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- 503(b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

For additional information, see Additional Requirement 12 at <https://www.cdc.gov/grants/additional-requirements/ar-12.html>.

D. Needle Exchange (Div. H, Title V, Sec. 520): Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

E. Blocking access to pornography (Div. H, Title V, Sec. 521): (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

**Prohibition on certain telecommunications and video surveillance services or equipment** (Pub. L. 115-232, section 889): For all new, non-competing continuation, renewal or supplemental awards issued on or after August 13, 2020, recipients and subrecipients are prohibited from obligating or expending grant funds (to include direct and indirect expenditures as well as cost share and program funds) 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).
  - i. 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).
  - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iii. 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.

President's Emergency Plan for AIDS Relief (PEPFAR) funding is exempt from the prohibition under Pub. L. 115-232, section 889 until September 30, 2022. During the exemption period, PEPFAR recipients are expected to work toward implementation of the requirements.

**Cancel Year:** 31 U.S.C. Part 1552(a) Procedure for Appropriation Accounts Available for Definite Periods states the following: On September 30<sup>th</sup> of the 5<sup>th</sup> fiscal year after the period of availability for obligation of a fixed appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

## REPORTING REQUIREMENTS

**Annual Federal Financial Report (FFR, SF-425):** The Annual Federal Financial Report (FFR) SF-425 is required and must be submitted no later than 90 days after the end of the budget period in the Payment Management System.

Additional guidance on submission of Federal Financial Reports can be found at <https://www.cdc.gov/grants/documents/change-in-federal-reporting-fy-2021-recipients.pdf>.

If more frequent reporting is required, the Notice of Award terms and conditions will explicitly state the reporting requirement.

**Annual Performance Progress and Monitoring Reporting:** The Annual Performance Progress and Monitoring Report (PPMR) is due no later than 120 days prior to the end of the budget period and serves as the continuation application for the follow-on budget period. Submission instructions, due date, and format will be included in the guidance from the assigned GMO/GMS via [www.grantsolutions.gov](http://www.grantsolutions.gov).

Any change to the existing information collection noted in the award terms and conditions will be subject to review and approval by the Office of Management and Budget (OMB) under the Paperwork Reduction Act.

**Data Management Plan:** CDC requires recipients for projects that involve the collection or generation of data with federal funds to develop, submit and comply with a Data Management Plan (DMP) for each collection or generation of public health data undertaken as part of the award and, to the extent consistent with law and appropriate, provide access to and archiving/long-term preservation of collected or generated data. Additional information on the Data Management and Access requirements can be found at <https://www.cdc.gov/grants/additional-requirements/ar-25.html>.

**Audit Requirement Domestic Organizations** (*including US-based organizations implementing projects with foreign components*): An organization that expends \$750,000 or more in a fiscal year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 45 CFR Part 75. The audit period is an organization's fiscal year. The audit must be completed along with a data collection form (SF-SAC), and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to:

Federal Audit Clearing House Internet Data Entry System Electronic Submission:  
[https://harvester.census.gov/facides/\(S\(0vkw1zaelyzibnahocqa5i0\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(0vkw1zaelyzibnahocqa5i0))/account/login.aspx)

AND

Office of Financial Resources, Risk Management and Internal Control Unit's Audit Resolution Team (ART), [RMICU.Audit.Resolution@cdc.gov](mailto:RMICU.Audit.Resolution@cdc.gov).

**Audit Requirement Foreign Organizations:** An organization that expends \$300,000 or more in a fiscal year on its federal awards must have a single or program-specific audit conducted for that

year. The audit period is an organization's fiscal year. The auditor shall be a U.S.-based Certified Public Accountant firm, the foreign government's Supreme Audit Institution or equivalent, or an audit firm endorsed by the U.S. Agency for International Development's Office of Inspector General. The audit must be completed in English and in US dollars, and submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to the Office of Financial Resources, Risk Management and Internal Control Unit's Audit Resolution Team (ART) at [RMICU.Audit.Resolution@cdc.gov](mailto:RMICU.Audit.Resolution@cdc.gov). After receipt of the audit report, CDC will resolve findings by issuing Final Management Determination Letters.

**Domestic and Foreign organizations:** Audit requirements for Subrecipients to whom 45 CFR 75 Subpart F applies: The recipient must ensure that the subrecipients receiving CDC funds also meet these requirements. The recipient must also ensure to take appropriate corrective action within six months after receipt of the subrecipient audit report in instances of non-compliance with applicable federal law and regulations (45 CFR 75 Subpart F and HHS Grants Policy Statement). The recipient may consider whether subrecipient audits necessitate adjustment of the recipient's own accounting records. If a subrecipient is not required to have a program-specific audit, the recipient is still required to perform adequate monitoring of subrecipient activities. The recipient shall require each subrecipient to permit the independent auditor access to the subrecipient's records and financial statements. The recipient must include this requirement in all subrecipient contracts.

**Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS):** Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), 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 OIG, 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 assigned GMS/GMO identified in the NOA, and to the HHS OIG at the following address:

U.S. Department of Health and Human Services  
Office of the Inspector General  
ATTN: Mandatory Grant Disclosures, Intake Coordinator  
330 Independence Avenue, SW  
Cohen Building, Room 5527  
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email: [MandatoryGranteeDisclosures@oig.hhs.gov](mailto:MandatoryGranteeDisclosures@oig.hhs.gov)

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

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) (45 CFR 75.372(b)). CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award (45 CFR 75.373(b)).

*1. General Reporting Requirement*

If the total value of 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, the recipient must maintain the currency of information reported to the System for Award Management (SAM) and 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 section 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.

*2. Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five-year period; and
- c. If one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) 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;
  - (3) 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
  - (4) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
    - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and
    - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### 3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in section 2 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.

### 4. Reporting Frequency

During any period of time when you are subject to this requirement in section 1 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.

### 5. Definitions

For purposes of this award term and condition:

- a. 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.
- b. 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.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
  - (1) Only the federal share of the funding under any federal award with a recipient cost share or match;
  - (2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

## GENERAL REQUIREMENTS

You must administer your project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html>.

- You must take reasonable steps to ensure that your project provides meaningful access to persons with limited English proficiency. For guidance on meeting your legal obligation to take

reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html> and <https://www.lep.gov/>.

- For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.
- HHS funded health and education programs must be administered in an environment free of sexual harassment, see <https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html>.
- For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see <https://www.hhs.gov/conscience/conscience-protections/index.html> and <https://www.hhs.gov/conscience/religious-freedom/index.html>.

**Termination (45 CFR Part 75.372) applies to this award and states, in part, the following:**

(a) *This award may be terminated in whole or in part:*

(1) By the HHS awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;

(2) By the HHS awarding agency or pass-through entity for cause;

(3) By the HHS awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

(4) By the non-Federal entity upon sending to the HHS awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the HHS awarding agency or pass-through entity may terminate the Federal award in its entirety.

**Travel Cost:** In accordance with HHS Grants Policy Statement, travel costs are allowable when the travel will provide a direct benefit to the project or program. To prevent disallowance of cost, the recipient is responsible for ensuring travel costs are clearly stated in their budget narrative and are applied in accordance with their organization's established travel policies and procedures. The recipient's established travel policies and procedures must also meet the requirements of 45 CFR Part 75.474.

**Food and Meals:** Costs associated with food or meals are allowable when consistent with applicable federal regulations and HHS policies. See <https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-food/index.html>.

In addition, costs must be clearly stated in the budget narrative and be consistent with organization approved policies. Recipients must make a determination of reasonableness and organization approved policies must meet the requirements of 45 CFR Part 75.432.



**Prior Approval:** All requests which require prior approval, must bear the signature (or electronic authorization) of the authorized organization representative. The recipient must submit these requests no later than 120 days prior to the budget period's end date. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

The following types of requests are examples of actions that require prior approval, unless an expanded authority, or conversely a high risk condition, is explicitly indicated in the NOA.

- Use of unobligated funds from prior budget period (Carryover)
- Lift funding restriction
- Significant redirection of funds (i.e., cumulative changes of 25% of total award)
- Change in scope
- Implement a new activity or enter into a sub-award that is not specified in the approved budget
- Apply for supplemental funds
- Extensions to period of performance

Templates for prior approval requests can be found at:

<https://www.cdc.gov/grants/already-have-grant/PriorApprovalRequests.html>.

Additional information on the electronic grants administration system CDC non-research awards utilize, Grants Solutions, can be found at: <https://www.cdc.gov/grants/grantsolutions/index.html>.

**Key Personnel:** In accordance with 45 CFR Part 75.308, CDC recipients must obtain prior approval from CDC for (1) change in the project director/principal investigator, authorized organizational representative, business official, financial director, or other key persons specified in the NOFO, application or award document; and (2) the disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

**Inventions:** Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR Part 401.14.

**Acknowledgment of Federal Funding:** 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 non-governmental 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 Centers for Disease Control and Prevention 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 CDC/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CDC/HHS, or the U.S. Government.

If the HHS Grant or Cooperative Agreement IS partially funded with other non-governmental sources:

This [**project/publication/program/website, etc.**] [**is/was**] supported by the Centers for Disease Control and Prevention 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 CDC/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 CDC/HHS, or the U.S. Government.

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 HHS Awarding Agency.

If the recipient plans to issue a press release concerning the outcome of activities supported by HHS financial assistance, it should notify the HHS Awarding Agency in advance to allow for coordination.

**Copyright Interests Provision:** This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Recipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also, at the time of submission, Recipient and/or the Recipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Recipient and/or Recipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however, the author is strongly encouraged to make the subject manuscript available as soon as possible. The recipient must obtain prior approval from the CDC for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Recipient and its submitting authors working

under this award are responsible for ensuring that any publishing or copyright agreements concerning submitted article reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

**Disclaimer for Conference/Meeting/Seminar Materials:** If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract, the recipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

**Logo Use for Conference and Other Materials:** Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is not authorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003).

Additionally, the CDC logo cannot be used by the recipient without the express, written consent of CDC. The Program Official/Project Officer identified in the NOA can assist with facilitating such a request. It is the responsibility of the recipient to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the recipient must ensure written consent is received. Further, the HHS and CDC logo cannot be used by the recipient without a license agreement setting forth the terms and conditions of use.

**Equipment and Products:** To the greatest extent practical, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy.

The recipient may use its own property management standards and procedures, provided it

observes provisions in applicable grant regulations found at 45 CFR Part 75.

**Federal Information Security Management Act (FISMA):** All information systems, electronic or hard copy, that contain federal data must be protected from unauthorized access. This standard also applies to information associated with CDC grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002, PL 107-347.

FISMA applies to CDC recipients only when recipients collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements. Under FISMA, the recipient retains the original data and intellectual property, and is responsible for the security of these data, subject to all applicable laws protecting security, privacy, and research. If/When information collected by a recipient is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347, please review the following website: <https://www.govinfo.gov/content/pkg/PLAW-107publ347/pdf/PLAW-107publ347.pdf>.

**Whistleblower Protections:** As a recipient of this award you must comply with the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, 41 U.S.C. § 4712) "Enhancement of contractor protection from reprisal for disclosure of certain information," and 48 CFR part 3 subpart 3.9, "Whistleblower Protections for Contractor Employees." For more information see: <https://oig.hhs.gov/fraud/whistleblower/>.

## PAYMENT INFORMATION

**Fraud Waste or Abuse:** The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted online at <https://tips.oig.hhs.gov/> or by mail to U.S. Department of Health and Human Services, Office of the Inspector General, Attn: OIG HOTLINE OPERATIONS, P.O. Box 23489 Washington DC 20026. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. For additional information, see: <https://oig.hhs.gov/fraud/report-fraud/>.

**Automatic Drawdown (Direct/Advance Payments):** Payments under CDC awards will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS), under automatic drawdown, unless specified otherwise in the NOA. Recipients must comply with requirements imposed by the PMS on-line system. Questions concerning award payments or audit inquiries should be directed to the payment management services office.

PMS Website: <https://pms.psc.gov/> PMS

Phone Support: +1(877)614-5533

PMS Email Support: [PMSSupport@psc.gov](mailto:PMSSupport@psc.gov)

**Payment Management System Subaccount:** Funds awarded in support of approved activities will be obligated in an established subaccount in the PMS. Funds must be used in support of approved activities in the NOFO and the approved application. All award funds must be tracked and reported separately.

**Exchange Rate:** All requests for funds contained in the budget, shall be stated in U.S. dollars. Once an award is made, CDC will generally not compensate foreign recipients for currency exchange fluctuations through the issuance of supplemental awards.

**Acceptance of the Terms of an Award:** By drawing or otherwise obtaining funds from PMS, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify the Grants Management Officer within thirty (30) days of receipt of the NOA.

**Certification Statement:** By drawing down funds, the recipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer federal awards and funds drawn down. Recipients must comply with all terms and conditions in the NOFO, outlined in their NOA, grant policy terms and conditions contained in applicable HHS Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grants administration regulations, as applicable; as well as any regulations or limitations in any applicable appropriations acts.

## CLOSEOUT REQUIREMENTS

Recipients must submit all closeout reports identified in this section within 90 days of the period of performance end date. The reporting timeframe is the full period of performance. If the recipient does not submit all reports in accordance with this section and the terms and conditions of the Federal Award, CDC may proceed to close out with the information available within one year of the period of performance end date unless otherwise directed by authorizing statutes. Failure to submit timely and accurate final reports may affect future funding to the organization or awards under the direction of the same Project Director/Principal Investigator (PD/PI).

**Final Performance Progress and Evaluation Report (PPER):** This report should include the information specified in the NOFO and is submitted upon solicitation from the GMS/GMO via [www.grantsolutions.gov](http://www.grantsolutions.gov). At a minimum, the report will include the following:

- Statement of progress made toward the achievement of originally stated aims;
- Description of results (positive or negative) considered significant; and
- List of publications resulting from the project, with plans, if any, for further publication.

All manuscripts published as a result of the work supported in part or whole by the grant must be submitted with the performance progress reports.

**Final Federal Financial Report (FFR, SF-425):** The FFR should only include those funds authorized and expended during the timeframe covered by the report. The Final FFR, SF-425 is required and must be submitted no later than 90 days after the period of performance end date through recipient online accounts in the Payment Management System. The final FFR will

consolidate data reporting responsibilities to one entry point within PMS which will assist with the reconciliation of expenditures and disbursements to support the timely close-out of grants.

The final FFR must indicate the exact balance of unobligated funds and may not reflect any unliquidated obligations. Remaining unobligated funds will be de-obligated and returned to the U.S. Treasury.

Every recipient should already have a PMS account to allow access to complete the SF-425.

Additional guidance on submission of Federal Financial Reports can be found at <https://www.cdc.gov/grants/documents/change-in-federal-reporting-fy-2021-recipients.pdf>.

**Equipment and Supplies - Tangible Personal Property Report (SF-428):** A completed Tangible Personal Property Report SF-428 and Final Report SF-428B addendum must be submitted, along with any Supplemental Sheet SF-428S detailing all major equipment acquired or furnished under this project with a unit acquisition cost of \$5,000 or more. Electronic versions of the forms can be downloaded by visiting: <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1>.

If no equipment was acquired under an award, a negative report is required. The recipient must identify each item of equipment that it wishes to retain for continued use in accordance with 45 CFR Part 75. The awarding agency may exercise its rights to require the transfer of equipment purchased under the assistance award. CDC will notify the recipient if transfer to title will be required and provide disposition instruction on all major equipment.

Equipment with a unit acquisition cost of less than \$5,000 that is no longer to be used in projects or programs currently or previously sponsored by the federal government may be retained, sold, or otherwise disposed of, with no further obligation to the federal government.

## CDC STAFF RESPONSIBILITIES

**Roles and Responsibilities:** Grants Management Specialists/Officers (GMO/GMS) and Program Officials (PO) work together to award and manage CDC grants and cooperative agreements. From the pre-planning stage to closeout of an award, grants management and program staff have specific roles and responsibilities for each phase of the grant cycle. Award specific terms and conditions will include contact information for the PO/GMO/GMS.

**Program Official:** The PO is the federal official responsible for monitoring the programmatic, scientific, and/or technical aspects of grants and cooperative agreements including:

- The development of programs and NOFOs to meet the CDC's mission;
- Providing technical assistance to applicants in developing their applications, e.g., explanation of programmatic requirements, regulations, evaluation criteria, and guidance to applicants on possible linkages with other resources;
- Providing technical assistance to recipients in the performance of their project; and
- Post-award monitoring of recipient performance such as review of progress reports, review of prior approval requests, conducting site visits, and other activities complementary to those of the GMO/GMS.

For Cooperative Agreements, substantial involvement is required from CDC. The PO is the federal

official responsible for the collaboration or participation in carrying out the effort under the award. Substantial involvement will be detailed in the NOFO and award specific terms and conditions and may include, but is not limited to:

- Review and approval of one stage of work before work can begin on a subsequent stage;
- Review and approval of substantive programmatic provisions of proposed subawards or contracts (beyond existing federal review of procurement or sole source policies);
- Involvement in the selection of key relevant personnel;
- CDC and recipient collaboration or joint participation; and
- Implementing highly prescriptive requirements prior to award limiting recipient discretion with respect to scope of services, organizational structure, staffing, mode of operation, and other management processes.

**Grants Management Officer:** The GMO is the only official authorized to obligate federal funds and is responsible for signing the NOA, including revisions to the NOA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization. The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards including:

- Determining the appropriate award instrument, i.e., grant or cooperative agreement;
- Determining if an application meets the requirements of the NOFO;
- Ensuring objective reviews are conducted in an above-the-board manner and according to guidelines set forth in grants policy;
- Ensuring recipient compliance with applicable laws, regulations, and policies;
- Negotiating awards, including budgets;
- Responding to recipient inquiries regarding the business and administrative aspects of an award;
- Providing recipients with guidance on the closeout process and administering the closeout of grants;
- Receiving and processing reports and prior approval requests such as changes in funding, budget redirection, or changes to the terms and conditions of an award; and
- Maintaining the official grant file and program book.

**Grants Management Specialist:** The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards. Many of the functions described in the GMO section are performed by the GMS, on behalf of the GMO.

1 **Exhibit D**

2 **Annual Performance Report**

3 All SUBRECIPIENTS that receive State and Local Fiscal Recovery Funds (SLFRF) awards are  
4 required to produce an Annual Report. The Annual Report provides information on the  
5 SUBRECIPIENT's Program, and how it plans to ensure program outcomes are achieved in an  
6 effective and equitable manner.

7 The initial Annual Report must cover the period from the date of award to the following June 30th and  
8 must be submitted to the County within 15 calendar days after the end of the reporting period.  
9 Thereafter, the Annual Report will cover a 12-month period and subrecipients will be required to  
10 submit the report to the County within 15 calendar days after the end of the 12-month period (by July  
11 15th).

12

Annual Report	Period Covered	Due Date
1	Award – June 30, 2023	July 15, 2023
2	July 1, 2023 – June 30, 2024	July 15, 2024
3	July 1, 2024 – June 30, 2025	July 15, 2025
4	July 1, 2025 – June 30, 2026	July 15, 2026
5	July 1, 2026 – December 31, 2026	January 15, 2027

16

17 **Instructions:**

18 SUBRECIPIENT should consult the SLFRF Guidance on Recipient Compliance and Reporting  
19 Responsibilities (Reporting Guidance) located at: [https://home.treasury.gov/system/files/136/SLFRF-  
20 Compliance-and-Reporting-Guidance.pdf](https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf) for detailed guidance on the submission of this report.  
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28



1  
2 U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
3 AWARD TERMS AND CONDITIONS

4 1. Use of Funds.

- 5 a) Subrecipient understands and agrees that the funds disbursed under this award may only be used  
6 in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations  
7 implementing that section, and guidance issued by Treasury regarding the foregoing.  
8 b) Subrecipient will determine prior to engaging in any project using this assistance that it has the  
9 institutional, managerial, and financial capability to ensure proper planning, management, and  
10 completion of such project.

11  
12 2. Period of Performance. The period of performance for this award begins on the date hereof and  
13 ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use  
14 award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on  
15 December 31, 2024.

16  
17 3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as  
18 they relate to this award.

19  
20 4. Maintenance of and Access to Records.

- 21 a) Subrecipient shall maintain records and financial documents sufficient to evidence compliance with  
22 section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by  
23 Treasury regarding the foregoing.  
24 b) The Treasury Office of Inspector General and the Government Accountability Office, or their  
25 authorized representatives, shall have the right of access to records (electronic and otherwise) of  
26 Subrecipient in order to conduct audits or other investigations.

Exhibit E

1 c) Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been  
2 expended or returned to Treasury, whichever is later.

3  
4 5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding  
5 from this award.

6  
7 6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct  
8 and indirect costs as specified in the Scope of Work.

9  
10 7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

11  
12 8. Conflicts of Interest. Subrecipient understands and agrees it must maintain a conflict-of-interest  
13 policy consistent with 2 C.F.R. § 200.318(c), and that such conflict-of-interest policy is applicable to each  
14 activity funded under this award. Subrecipient and subrecipients must disclose in writing to Treasury or the  
15 pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in  
16 accordance with 2 C.F.R. § 200.112.

17  
18 9. Compliance with Applicable Law and Regulations.

19 a) Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted  
20 by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the  
21 foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations,  
22 and executive orders, and Subrecipient shall provide for such compliance by other parties in any  
23 agreements it enters into with other parties relating to this award.

24 b) Federal regulations applicable to this award include, without limitation, the following:

25 i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal  
26 Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are  
27 inapplicable to this Award and subject to such exceptions as may be otherwise provided by  
28

Exhibit E

1 Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the  
2 Single Audit Act, shall apply to this award.

3 ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant  
4 to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated  
5 by reference.

6 iii. Reporting Subaward and Executive Compensation Information , 2 C.F.R. Part 170, pursuant  
7 to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated  
8 by reference.

9 iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension  
10 (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or  
11 condition in all lower tier covered transactions (contracts and subcontracts described in 2  
12 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's  
13 implementing regulation at 31 C.F.R. Part 19.

14 v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth  
15 in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

16 vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

17 vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

18 viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42

19 ix. U.S.C. §§ 4601-4655) and implementing regulations.

20 x. Generally applicable federal environmental laws and regulations.

21 c) Statutes and regulations prohibiting discrimination applicable to this award include, without  
22 limitation, the following:

23 i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's

24 ii. implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of  
25 race, color, or national origin under programs or activities receiving federal financial  
26 assistance;

27

28

Exhibit E

- 1           iii.    The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.),
- 2                    which prohibits discrimination in housing on the basis of race, color,
- 3           iv.    religion, national origin, sex, familial status, or disability;
- 4           v.    Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which
- 5                    prohibits discrimination on the basis of disability under any program or activity receiving
- 6                    federal financial assistance;
- 7           vi.    The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and
- 8                    Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on
- 9                    the basis of age in programs or activities receiving federal financial assistance; and
- 10          vii.   Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et
- 11                    seq.), which prohibits discrimination on the basis of disability under programs, activities, and
- 12                    services provided or made available by state and local governments or instrumentalities or
- 13                    agencies thereto.

14

15   10.   Remedial Actions. In the event of Subrecipient's noncompliance with section 602 or 603 of the Act,

16   other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program

17   requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future

18   award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a

19   violation of section 602 (c) (1) or 603 (c) (1) of the Act regarding the use of funds, previous payments shall

20   be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be

21   subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

22

23   11.   Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5

24   U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government

25   employees whose principal employment is in connection with an activity financed in whole or in part by this

26   federal assistance.

1 12. False Statements. Subrecipient understands that making false statements or claims in connection  
2 with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions,  
3 including fines, imprisonment , civil damages and penalties, debarment from participating in federal awards  
4 or contracts, and/or any other remedy available by law.

5  
6 13. Publications. Any publications produced with funds from this award must display the following  
7 language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP  
8 3678 awarded to County of Fresno by the U.S. Department of the Treasury."

9  
10 14. Debts Owed the Federal Government.

- 11 a) Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally  
12 determined to be authorized to retain under the terms of this award; (2) that are determined by the  
13 Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury  
14 to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and  
15 have not been repaid by Subrecipient shall constitute a debt to the federal government.
- 16 b) Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A  
17 debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for  
18 payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly  
19 or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any  
20 actions available to it to collect such a debt.

21  
22 15. Disclaimer.

- 23 a) The United States expressly disclaims any and all responsibility or liability to Subrecipient or third  
24 persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property  
25 damages, or any other losses resulting in any way from the performance of this award or any  
26 contract, or subcontract under this award.

1 b) The acceptance of this award by Subrecipient does not in any way establish an agency relationship  
2 between the United States and Subrecipient.

3  
4 16. Protections for Whistleblowers.

5 a) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise  
6 discriminate against an employee in reprisal for disclosing to any of the list of persons or entities  
7 provided below, information that the employee reasonably believes is evidence of gross  
8 mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority  
9 relating to a federal contract or grant, a substantial and specific danger to public health or safety, or  
10 a violation of law, rule, or regulation related to a federal contract (including the competition for or  
11 negotiation of a contract) or grant.

12 b) The list of persons and entities referenced in the paragraph above includes the following:

- 13 i. A member of Congress or a representative of a committee of Congress;
- 14 ii. An Inspector General;
- 15 iii. The Government Accountability Office;
- 16 iv. A Treasury employee responsible for contract or grant oversight or management;
- 17 v. An authorized official of the Department of Justice or other law enforcement agency;
- 18 vi. A court or grand jury; or
- 19 vii. A management official or other employee of Subrecipient, contractor, or subcontractor who  
20 has the responsibility to investigate, discover, or address misconduct.

21 c) Subrecipient shall inform its employees in writing of the rights and remedies provided under this  
22 section, in the predominant native language of the workforce.

23  
24 17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217  
25 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt  
26 policies and programs for their employees when operating company-owned, rented or personally owned  
27 vehicles.

1  
2 18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6,  
3 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce  
4 policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies  
5 to decrease accidents caused by distracted drivers.

6  
7  
8 **ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**  
9 **ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

10  
11 As a condition of receipt of federal financial assistance from the Department of the Treasury, the  
12 Subrecipient provides the assurances stated herein. The federal financial assistance may include federal  
13 grants, loans, and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of  
14 Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies,  
15 and other arrangements with the intention of providing assistance. Federal financial assistance does not  
16 encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by  
17 the Federal government at market value, or programs that provide direct benefits.

18 The assurances apply to all federal financial assistance from, or funds made available through the  
19 Department of the Treasury, including any assistance that the Subrecipient may request in the future.

20 The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of  
21 the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the  
22 Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

- 23  
24 1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964,  
25 as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to  
26 discrimination under programs and activities receiving federal financial assistance, of any person in  
27 the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as  
28

Exhibit E

1 implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other  
2 pertinent executive orders such as Executive Order 13166, directives, circulars, policies,  
3 memoranda, and/or guidance documents.

- 4 2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons  
5 with Limited English Proficiency," seeks to improve access to federally assisted programs and  
6 activities for individuals who, because of national origin, have Limited English proficiency (LEP).  
7 Subrecipient understands that denying a person access to its programs, services, and activities  
8 because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights  
9 Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly,  
10 Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's  
11 directives, to ensure that LEP persons have meaningful access to its programs, services, and  
12 activities. Subrecipient understands and agrees that meaningful access may entail providing  
13 language assistance services, including oral interpretation and written translation where necessary,  
14 to ensure effective communication in the Subrecipient's programs, services, and activities.
- 15 3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient  
16 develops applicable budgets and conducts programs, services, and activities. As a resource, the  
17 Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information  
18 on taking reasonable steps to provide meaningful access for LEP persons, please visit  
19 <http://www.lep.gov>.
- 20 4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition  
21 of continued receipt of federal financial assistance and is binding upon Subrecipient and  
22 Subrecipient's successors, transferees, and assignees for the period in which such assistance is  
23 provided.
- 24 5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors,  
25 subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and  
26 agrees to incorporate the following language in every contract or agreement subject to Title VI and  
27  
28



1 its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors,  
2 subcontractors, successors, transferees, and assignees:

3 *The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall*  
4 *comply with Title VI of the Civil Rights Act of 1964, which prohibits subrecipients of federal*  
5 *financial assistance from excluding from a program or activity, denying benefits of, or*  
6 *otherwise discriminating against a person on the basis of race, color, or national origin (42*  
7 *U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI*  
8 *regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of*  
9 *this contract (or agreement). Title VI also includes protection to persons with "Limited*  
10 *English Proficiency" in any program or activity receiving federal financial assistance , 42*  
11 *U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI*  
12 *regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this*  
13 *contract or agreement.*

- 14 6. Subrecipient understands and agrees that if any real property or structure is provided or improved  
15 with the aid of federal financial assistance by the Department of the Treasury, this assurance  
16 obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period  
17 during which the real property or structure is used for a purpose for which the federal financial  
18 assistance is extended or for another purpose involving the provision of similar services or benefits.  
19 If any personal property is provided, this assurance obligates the Subrecipient for the period during  
20 which it retains ownership or possession of the property.
- 21 7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department  
22 of the Treasury of the aforementioned obligations. Enforcement may include investigation,  
23 arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from  
24 these actions. The Subrecipient shall comply with information requests, on-site compliance reviews  
25 and reporting requirements.
- 26 8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any  
27 complaints of discrimination on the grounds of race, color, or national origin, and limited English  
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Exhibit E

1 proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and  
2 provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or  
3 completed, including outcome. Subrecipient also must inform the Department of the Treasury if  
4 Subrecipient has received no complaints under Title VI.

5 9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-  
6 compliance of Title VI and efforts to address the non-compliance, including any voluntary  
7 compliance or other agreements between the Subrecipient and the administrative agency that  
8 made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the  
9 Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject  
10 of any court or administrative agency finding of discrimination, please so state.

11 10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is  
12 responsible for ensuring that sub-recipients also comply with Title VI and other applicable  
13 authorities covered in this document. State agencies that make sub-awards must have in place  
14 standard grant assurances and review procedures to demonstrate that they are effectively  
15 monitoring the civil rights compliance of subrecipients.

16 The United States of America has the right to seek judicial enforcement of the terms of this assurances  
17 document, and nothing in this document alters or limits the federal enforcement measures that the United  
18 States may take in order to address violations of this document or applicable federal law.

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## Exhibit F

### Health Insurance Portability and Accountability Act (HIPAA)

1. The County is a “Covered Entity,” and the Contractor is a “Business Associate,” as these terms are defined by 45 CFR 160.103. In connection with providing services under the Agreement, the parties anticipate that the Contractor will create and/or receive Protected Health Information (“PHI”) from or on behalf of the County. The parties enter into this Business Associate Agreement (BAA) to comply with the Business Associate requirements of HIPAA, to govern the use and disclosures of PHI under this Agreement. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

The parties to this Agreement shall be in strict conformance with all applicable federal and State of California laws and regulations, including, but not limited to California Welfare and Institutions Code sections 5328, 10850, and 14100.2 *et seq.*; 42 CFR 2; 42 CFR 431; California Civil Code section 56 *et seq.*; the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), including, but not limited to, 45 CFR Parts 160, 45 CFR 162, and 45 CFR 164; the Health Information Technology for Economic and Clinical Health Act (“HITECH”) regarding the confidentiality and security of patient information, including, but not limited to 42 USC 17901 *et seq.*; and the Genetic Information Nondiscrimination Act (“GINA”) of 2008 regarding the confidentiality of genetic information.

Except as otherwise provided in this Agreement, the Contractor, as a business associate of the County, may use or disclose Protected Health Information (“PHI”) to perform functions, activities or services for or on behalf of the County, as specified in this Agreement, provided that such use or disclosure shall not violate HIPAA Rules. The uses and disclosures of PHI may not be more expansive than those applicable to the County, as the “Covered Entity” under the HIPAA Rules, except as authorized for management, administrative or legal responsibilities of the Contractor.

2. The Contractor, including its subcontractors and employees, shall protect from unauthorized access, use, or disclosure of names and other identifying information, including genetic information, concerning persons receiving services pursuant to this Agreement, except where permitted in order to carry out data aggregation purposes for health care operations [45

## Exhibit F

### Health Insurance Portability and Accountability Act (HIPAA)

CFR §§ 164.504(e)(2)(i), 164.504(e)(2)(ii)(A), and 164.504(e)(4)(i)]. This pertains to any and all persons receiving services pursuant to a County-funded program. This requirement applies to electronic PHI. The Contractor shall not use such identifying information or genetic information for any purpose other than carrying out the Contractor's obligations under this Agreement.

3. The Contractor, including its subcontractors and employees, shall not disclose any such identifying information or genetic information to any person or entity, except as otherwise specifically permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164 or other law, required by the Secretary of the United States Department of Health and Human Services ("Secretary"), or authorized by the client/patient in writing. In using or disclosing PHI that is permitted by this Agreement or authorized by law, the Contractor shall make reasonable efforts to limit PHI to the minimum necessary to accomplish intended purpose of use, disclosure or request.

4. For purposes of the above sections, identifying information shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as fingerprint or voiceprint, or photograph.

5. For purposes of the above sections, genetic information shall include genetic tests of family members of an individual or individual(s), manifestation of disease or disorder of family members of an individual, or any request for or receipt of genetic services by individual or family members. Family member means a dependent or any person who is first, second, third, or fourth degree relative.

6. The Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to PHI in a designated record set (as defined in 45 CFR § 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR § 164.524 regarding access by individuals to their PHI. With respect to individual requests, access shall be provided within thirty (30) days from request. Access may be extended if the Contractor cannot provide access and provides the individual with the reasons for the delay and the date when access may be granted. PHI shall be provided in the form and format requested by the individual or the County.

## Exhibit F

### Health Insurance Portability and Accountability Act (HIPAA)

The Contractor shall make any amendment(s) to PHI in a designated record set at the request of the County or individual, and in the time and manner designated by the County in accordance with 45 CFR § 164.526.

The Contractor shall provide to the County or to an individual, in a time and manner designated by the County, information collected in accordance with 45 CFR § 164.528, to permit the County to respond to a request by the individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

7. The Contractor shall report to the County, in writing, any knowledge or reasonable belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of unsecured PHI not permitted by this Agreement of which the Contractor becomes aware, immediately and without reasonable delay and in no case later than two (2) business days of discovery. Immediate notification shall be made to the County's Information Security Officer and Privacy Officer and the County's Department of Public Health ("DPH") HIPAA Representative, within two (2) business days of discovery. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or breached. The Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and State laws and regulations. The Contractor shall investigate such breach and is responsible for all notifications required by law and regulation or deemed necessary by the County and shall provide a written report of the investigation and reporting required to the County's Information Security Officer and Privacy Officer and the County's DPH HIPAA Representative.

This written investigation and description of any reporting necessary shall be postmarked within the thirty (30) working days of the discovery of the breach to the addresses below:

County of Fresno  
Department of Public Health  
HIPAA Representative  
(559) 600-6439

County of Fresno  
Department of Public Health  
Privacy Officer  
(559) 600-6405

County of Fresno  
Department of Internal  
Services  
Information Security Officer

## Exhibit F

### Health Insurance Portability and Accountability Act (HIPAA)

P.O. Box 11867  
Fresno, California 93775

P.O. Box 11867  
Fresno, California 93775

(559) 600-5800  
333 W. Pontiac Way  
Clovis, California 93612

8. The Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from the county, or created or received by the Contractor on behalf of the County, in compliance with Parts the HIPAA Rules. The Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from the County, or created or received by the Contractor on behalf of the County, available to the Secretary upon demand.

The Contractor shall cooperate with the compliance and investigation reviews conducted by the Secretary. PHI access to the Secretary must be provided during the Contractor's normal business hours; however, upon exigent circumstances access at any time must be granted. Upon the Secretary's compliance or investigation review, if PHI is unavailable to the Contractor and in possession of a subcontractor of the Contractor, the Contractor must certify to the Secretary its efforts to obtain the information from the subcontractor.

#### 9. **Safeguards**

The Contractor shall implement administrative, physical, and technical safeguards as required by the HIPAA Security Rule, Subpart C of 45 CFR Part 164, that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of the County and to prevent unauthorized access, viewing, use, disclosure, or breach of PHI other than as provided for by this Agreement. The Contractor shall conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity and availability of electronic PHI. The Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. Upon the County's request, the Contractor shall provide the County with information concerning such safeguards.

The Contractor shall implement strong access controls and other security safeguards

## Exhibit F

### Health Insurance Portability and Accountability Act (HIPAA)

and precautions in order to restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only. Said safeguards and precautions shall include the following administrative and technical password controls for all systems used to process or store confidential, personal, or sensitive data:

- A. Passwords must **not** be:
  - (1) Shared or written down where they are accessible or recognizable by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;
  - (2) A dictionary word; or
  - (3) Stored in clear text
- B. Passwords must be:
  - (1) Eight (8) characters or more in length;
  - (2) Changed every ninety (90) days;
  - (3) Changed immediately if revealed or compromised; and
  - (4) Composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
    - a) Upper case letters (A-Z);
    - b) Lowercase letters (a-z);
    - c) Arabic numerals (0 through 9); and
    - d) Non-alphanumeric characters (punctuation symbols).

The Contractor shall implement the following security controls on each workstation or portable computing device (e.g., laptop computer) containing confidential, personal, or sensitive data:

1. Network-based firewall and/or personal firewall;
2. Continuously updated anti-virus software; and
3. Patch management process including installation of all operating system/software vendor security patches.

The Contractor shall utilize a commercial encryption solution that has received FIPS

## **Exhibit F**

### **Health Insurance Portability and Accountability Act (HIPAA)**

140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, compact disks and thumb drives) and on portable computing devices (including, but not limited to, laptop and notebook computers).

The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other internet transport protocol unless the data is encrypted by a solution that has been validated by the National Institute of Standards and Technology (NIST) as conforming to the Advanced Encryption Standard (AES) Algorithm. The Contractor must apply appropriate sanctions against its employees who fail to comply with these safeguards. The Contractor must adopt procedures for terminating access to PHI when employment of employee ends.

#### **10. Mitigation of Harmful Effects**

The Contractor shall mitigate, to the extent practicable, any harmful effect that is suspected or known to the Contractor of an unauthorized access, viewing, use, disclosure, or breach of PHI by the Contractor or its subcontractors in violation of the requirements of these provisions. The Contractor must document suspected or known harmful effects and the outcome.

#### **11. The Contractor's Subcontractors**

The Contractor shall ensure that any of its contractors, including subcontractors, if applicable, to whom the Contractor provides PHI received from or created or received by the Contractor on behalf of the County, agree to the same restrictions, safeguards, and conditions that apply to the Contractor with respect to such PHI and to incorporate, when applicable, the relevant provisions of these provisions into each subcontract or sub-award to such agents or subcontractors.

Nothing in this section 11 or this Exhibit F authorizes the Contractor to perform services under this Agreement using subcontractors.

#### **12. Employee Training and Discipline**

The Contractor shall train and use reasonable measures to ensure compliance with the requirements of these provisions by employees who assist in the performance of functions or activities on behalf of the County under this Agreement and use or disclose PHI, and discipline



## Exhibit F

### Health Insurance Portability and Accountability Act (HIPAA)

such employees who intentionally violate any provisions of these provisions, which may include termination of employment.

#### 13. Termination for Cause

Upon the County's knowledge of a material breach of these provisions by the Contractor, the County will either:

A. Provide an opportunity for the Contractor to cure the breach or end the violation, and the County may terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by the County; or

B. Immediately terminate this Agreement if the Contractor has breached a material term of this Exhibit F and cure is not possible, as determined by the County.

C. If neither cure nor termination is feasible, the County's Privacy Officer will report the violation to the Secretary of the U.S. Department of Health and Human Services.

#### 14. Judicial or Administrative Proceedings

The County may terminate this Agreement if: (1) the Contractor is found guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) there is a finding or stipulation in an administrative or civil proceeding in which the Contractor is a party that the Contractor has violated a privacy or security standard or requirement of the HITECH Act, HIPAA or other security or privacy laws.

#### 15. Effect of Termination

Upon termination or expiration of this Agreement for any reason, the Contractor shall return or destroy all PHI received from the County (or created or received by the Contractor on behalf of the County) that the Contractor still maintains in any form, and shall retain no copies of such PHI. If return or destruction of PHI is not feasible, the Contractor shall continue to extend the protections of these provisions to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision applies to PHI that is in the possession of subcontractors or agents, if applicable, of the Contractor. If the Contractor destroys the PHI data, a certification of date and time of destruction shall be provided to the County by the Contractor.

## **Exhibit F**

### **Health Insurance Portability and Accountability Act (HIPAA)**

#### **16. Compliance with Other Laws**

15.16 To the extent that other state and/or federal laws provide additional, stricter and/or more protective privacy and/or security protections to PHI or other confidential information covered under this BAA, the Contractor agrees to comply with the more protective of the privacy and security standards set forth in the applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA Rules or are otherwise more favorable to the individual.

#### **17. Disclaimer**

The County makes no warranty or representation that compliance by the Contractor with these provisions, the HITECH Act, or the HIPAA Rules, will be adequate or satisfactory for the Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or will be secure from unauthorized access, viewing, use, disclosure, or breach. The Contractor is solely responsible for all decisions made by the Contractor regarding the safeguarding of PHI.

#### **18. Amendment**

The parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit F may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to amend this agreement in order to implement the standards and requirements of the HIPAA Rules, the HITECH Act and other applicable laws relating to the security or privacy of PHI. The County may terminate this Agreement upon thirty (30) days written notice in the event that the Contractor does not enter into an amendment providing assurances regarding the safeguarding of PHI that the County in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA Rules, and the HITECH Act.

#### **19. No Third-Party Beneficiaries**

Nothing expressed or implied in the provisions of this Exhibit F is intended to confer, and nothing in this Exhibit F does confer, upon any person other than the County or the Contractor

## **Exhibit F**

### **Health Insurance Portability and Accountability Act (HIPAA)**

and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

#### **20. Interpretation**

The provisions of this Exhibit F shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules, and applicable State laws. The parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules.

#### **21. Regulatory References**

A reference in the terms and conditions of these provisions to a section in the HIPAA Rules means the section as in effect or as amended.

#### **22. Survival**

The respective rights and obligations of the Contractor as stated in this Exhibit F survive the termination or expiration of this Agreement.

#### **23. No Waiver of Obligation**

Change, waiver or discharge by the County of any liability or obligation of the Contractor under this Exhibit F on any one or more occasions is not a waiver of performance of any continuing or other obligation of the Contractor and does not prohibit enforcement by the County of any obligation on any other occasion.

# Exhibit G

## 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.
- (F) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

**Definition of Cyber Risks.** "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under [identify the Article, section, or exhibit containing data security obligations] of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal

## Exhibit G

Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

### 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 – 6<sup>th</sup> Floor, or email, [DPHContracts@fresnocountyca.gov](mailto: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 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.
  - (iv) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (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

## Exhibit G

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.
- (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.

## Exhibit H

### 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 H

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