

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 21st day of June, 2022, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Adèle James Consulting Inc., a California corporation whose address is 212 Natomas Crossing Drive, Ste 200 Sacramento, CA 95834 hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, through California Department of Health Care Services Information Notice 10-17, shall require all staff and shall invite stakeholders to receive annual Diversity, Equity, and Inclusion Training as part of the Cultural Competence Plan Requirements.

WHEREAS, CONTRACTOR previously provided foundational Diversity, Equity, & Inclusion training and consultation services to COUNTY's Department of Behavioral Health personnel and its contracted providers for Fiscal Year 21-22 through a Purchase Order with the COUNTY.

WHEREAS, CONTRACTOR is qualified and is willing to provide Diversity, Equity, & Inclusion Foundational Training for Department of Behavioral Health personnel and its contracted providers.

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

1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR shall provide foundational Diversity, Equity, & Inclusion Training services and fulfill all responsibilities identified in Exhibit A, Scope of Work, attached hereto and by this referenced incorporated herein.

2. OBLIGATIONS OF THE COUNTY

A. COUNTY shall support CONTRACTOR's training efforts. This includes scheduling training dates in collaboration with CONTRACTOR, determining training attendees, and providing CONTRACTOR with training rosters.

3. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2022 through and including June 30, 2025. This Agreement may be extended for two (2) additional consecutive

1 twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first
2 day of the next twelve (12) month extension period. The Department of Behavioral Health Director or his or
3 her designee is authorized to execute such written approval on behalf of COUNTY based on
4 CONTRACTOR'S satisfactory performance.

5 4. TERMINATION

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

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

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

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

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

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

27 5. COMPENSATION/INVOICING: For actual services provided as identified in the terms and
28 conditions of this Agreement, including Exhibit A, COUNTY agrees to pay CONTRACTOR and

1 CONTRACTOR agrees to receive compensation in accordance with the Budget set forth in Exhibit B,
2 "Budget Summary," attached hereto and by this reference incorporated herein. Payment shall be made
3 upon certification or other proof satisfactory to COUNTY's DBH that services have actually been performed
4 by CONTRACTOR as identified in this agreement. CONTRACTOR shall invoice COUNTY in arrears by the
5 tenth (10th) day of each month for actual expenses incurred and services rendered in the previous month
6 electronically to DBH-Invoices@FresnoCountyCa.Gov, with a carbon copy email to the assigned
7 COUNTY's DBH Staff Analyst. No reimbursement for services shall be made until invoices are received,
8 reviewed, and approved by COUNTY's DBH. Support documents will be made available upon request.

9 At the discretion of COUNTY's DBH Director or designee, if an invoice is incorrect or is otherwise
10 not in proper form or substance, COUNTY's DBH Director or designee shall have the right to withhold
11 payment as to only that portion of the invoice that is incorrect or improper after five (5) days prior notice to
12 CONTRACTOR. CONTRACTOR agrees to continue to provide services for a period of ninety (90) days
13 after notification of an incorrect or improper invoice. If after the ninety (90) day period, the invoice(s) is still
14 not corrected to COUNTY's DBH satisfaction, COUNTY's DBH Director or designee may elect to terminate
15 this Agreement, pursuant to the termination provisions stated in Paragraph Three (3) of this Agreement. In
16 addition, for invoices received ninety (90) days after the expiration of each term of this Agreement or
17 termination of this Agreement, at the discretion of COUNTY's DBH Director or designee, COUNTY's DBH
18 shall have the right to deny payment of any additional invoices received.

19 CONTRACTOR must maintain such financial records for a period of three (3) years or until any
20 dispute, audit or inspection is resolved, whichever is later. CONTRACTOR will be responsible for any
21 disallowances related to inadequate documentation.

22 The maximum amount payable to CONTRACTOR for the period effective July 1, 2022 through
23 June 30, 2023 shall not exceed Fifty-Four Thousand and 00/100 Dollars (\$54,000.00)

24 The maximum amount payable to CONTRACTOR for the period effective July 1, 2023 through
25 June 30, 2024 shall not exceed Fifty-Five Thousand Six Hundred and 00/100 Dollars (\$55,600.00)

26 The maximum amount payable to CONTRACTOR for the period effective July 1, 2024 through
27 June 30, 2025 shall not exceed Fifty-Six Thousand Four Hundred and 00/100 Dollars (\$56,400.00)

28 If this agreement is renewed for an additional one-year period pursuant to Section 3, TERM, for the

1 period effective July 1, 2025 through June 30, 2026, in no event shall actual services performed be in
2 excess of Fifty-Six Thousand Four Hundred and 00/100 Dollars (\$56,400.00)

3 If this agreement is renewed for an additional one-year period pursuant to Section 3, TERM, for the
4 period effective July 1, 2026 through June 30, 2027, in no event shall actual services performed be in
5 excess of Fifty-Six Thousand Four Hundred and 00/100 Dollars (\$56,400.00)

6 In no event shall compensation paid for services performed under this Agreement be in excess of
7 Two Hundred Seventy-Eight Thousand Eight Hundred and 00/100 Dollars (\$278,800.00). It is understood
8 that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be
9 borne by CONTRACTOR. Except as provided below regarding State payment delays, payments shall be
10 made by COUNTY to CONTRACTOR in arrears, for services provided during the preceding month, within
11 forty-five (45) days after the date of receipt, verification, and approval of CONTRACTOR's invoices by
12 COUNTY's DBH.

13 If CONTRACTOR should fail to comply with any provision of this Agreement, COUNTY shall be
14 relieved of its obligation for further compensation. All final invoices shall be submitted by CONTRACTOR
15 within sixty (60) days following the final month of service for which payment is claimed. No action shall be
16 taken by COUNTY on claims submitted beyond the sixty (60) day closeout period. Any compensation
17 which is not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement shall
18 automatically revert to COUNTY.

19 The services provided by CONTRACTOR under this Agreement are funded in whole or in part by
20 the State of California. In the event that funding for these services is delayed by the State Controller,
21 COUNTY may defer payment to CONTRACTOR. The amount of the deferred payment shall not exceed
22 the amount of funding delayed by the State Controller to COUNTY. The period of time of the deferral by
23 COUNTY shall not exceed the period of time of the State Controller's delay of payment to COUNTY plus
24 forty-five (45) days.

25 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
26 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
27 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
28 times be acting and performing as an independent contractor, and shall act in an independent capacity and

1 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
2 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
3 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
4 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
5 terms and conditions thereof.

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

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

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

17 Notwithstanding the above, changes to subtotals in the budgets, as set forth in Exhibit B, that do not
18 exceed ten percent (10%) of the maximum compensation payable to CONTRACTOR, may be made with
19 the written approval of COUNTY'S DBH Director or designee.

20 In addition, changes to scope of services, staffing and responsibilities of the CONTRACTOR, as set
21 forth in Exhibit A, may be made with the signed written approval COUNTY'S DBH Director or designee and
22 CONTRACTOR. Said changes shall not result in any change to the annual maximum compensation
23 amount payable to CONTRACTOR, as stated herein.

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

26 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
27 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
28 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or

1 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
2 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
3 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
4 or corporation who may be injured or damaged by the performance, or failure to perform, of
5 CONTRACTOR, its officers, agents, or employees under this Agreement.

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

7 10. INSURANCE

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

12 A. Commercial General Liability

13 Commercial General Liability Insurance with limits of not less than Two Million Dollars
14 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
15 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
16 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
17 liability or any other liability insurance deemed necessary because of the nature of this contract.

18 B. Automobile Liability

19 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
20 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
21 used in connection with this Agreement.

22 C. Professional Liability

23 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
24 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
25 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

26 D. Worker's Compensation

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

1 Additional Requirements Relating to Insurance

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

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

14 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
15 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
16 foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health, Attn: Staff
17 Development, 1925 E. Dakota Ave., Fresno, CA 93726, stating that such insurance coverage have been
18 obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be
19 responsible for any premiums on the policies; that for such worker's compensation insurance the
20 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any
21 amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such
22 Commercial General Liability insurance names the County of Fresno, its officers, agents and employees,
23 individually and collectively, as additional insured, but only insofar as the operations under this Agreement
24 are concerned; that such coverage for additional insured shall apply as primary insurance and any other
25 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess
26 only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this
27 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice
28 given to COUNTY.

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

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

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

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

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

17 COUNTY

18 Director, Fresno County Department
19 of Behavioral Health
20 1925 E. Dakota Ave.
21 Fresno, CA 93726

CONTRACTOR

Adèle James, Adèle James Consulting,
Inc.
2121 Natomas Crossing Drive, Suite 200
Sacramento, CA 95833

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

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

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

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

13 14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

25 15. ELECTRONIC SIGNATURE: The parties agree that this Agreement may be executed by
26 electronic signature as provided in this section. An "electronic signature" means any symbol or process
27 intended by an individual signing this Agreement to represent their signature, including but not limited to (1)
28 a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned

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

12 16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
13 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
14 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
15 understanding of any nature whatsoever unless expressly included in this Agreement.

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

CONTRACTOR
ADELE JAMES CONSULTING
INC.
Adèle James

COUNTY OF FRESNO



(Authorized Signature)

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


Adèle James, CE)

Print Name & Title

2121 Natomas Crossing Drive, Ste
200, Sacramento, CA 95834

Mailing Address

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

By:  _____
Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0001

Subclass: 10000

ORG: 56304756

Account: 7295

Attachment A – Scope of Work

SUMMARY OF SERVICES

ORGANIZATION: Adèle James Consulting Inc.
ADDRESS: 2121 Natomas Crossing Drive Ste 200
Sacramento, Ca., 95834
TELEPHONE: (916) 947-6092
CONTACT: Adèle James
EMAIL: adele@adelejamesconsulting.com
CONTRACT: Training and consultation services
CONTRACT TERM: July 1, 2022 to June 30, 2027

DESCRIPTION OF SERVICES

Adèle James Consulting Inc. (AJCI) will provide live Diversity, Equity, & Inclusion foundational training monthly to Department of Behavioral Health personnel and contracted providers. Training sessions would be built around adult learning theory with a focus on participant-driven learning and problem solving. The training is designed to be highly interactive and would utilize some or all of the following methodologies: small group breakouts; large group discussions; individual reflection; and presentation of learning topics via video, PowerPoint, presenter discussion, and music.

The training goals can be found below:

- Establishing a shared foundational knowledge about diversity, equity, and inclusion in order to promote positive client outcomes.
- Improve client services through enhancement of staff knowledge and utilization of cultural humility and culturally responsive practices and procedures.
- Increase awareness and understanding of how personal cultural identity can influence work with supervisees, persons served, and families.

CONTRACTOR RESPONSIBILITIES

- Facilitate IICR training to Department of Behavioral Health and system of care for a minimum of one training per month. To facilitate, contractor will provide needs assessment, curriculum planning, and instructional materials.
 - If training is provided virtually, two trainings will be provided per month with a maximum of 25 participants
 - If training is in-person, one two-day training will be provided per month with a maximum of 50 participants
- Provide Department of Behavioral Health Staff Development with consultation services regarding the application of CLAS standards

Exhibit B – BUDGET SUMMARY

ORGANIZATION: Adèle James Consulting Inc.

SERVICES: Training and consultation services

CONTRACT TERM: July 1, 2022 to June 30, 2027

CONTRACT TOTAL: \$278,800

LIVE DIVERSITY, EQUITY, & INCLUSION FOUNDATIONAL TRAINING				
FY	Training Platform	Number of Trainings	Cost Per Session	FY Total
22-23	Virtual	24	\$2,250	\$54,000
23-24	Virtual	16	\$2,250	\$55,600
	In-Person	4	\$4,900	
24-25	Virtual	12	\$2,250	\$56,400
	In-Person	6	\$4,900	
25-26	Virtual	12	\$2,250	\$56,400
	In-Person	6	\$4,900	
26-27	Virtual	12	\$2,250	\$56,400
	In-Person	6	\$4,900	
			Total	\$278,800

Exhibit C - 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).

(1) Company Board Member Information:

Name:		Date:	
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Job Title:			
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(2) Company/Agency Name and Address:

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(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)

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(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)

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(5) Authorized Signature

Signature:		Date:	
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