

**A G R E E M E N T**

THIS AGREEMENT is made and entered into this 23<sup>rd</sup> day of August, 2022, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Central Valley Farmworker Foundation, a California non-profit organization, whose address is 1120 Kensington Street, Delano, California, 93215, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, COUNTY, through its Department of Public Health, is in need of temporary vendors to provide community health outreach and support services related to the COVID-19 pandemic to address the needs of COUNTY's agricultural community; and

WHEREAS, COUNTY, is in need of widespread community messaging through trusted community leaders to enable and improve voluntary compliance to contain the spread of COVID-19 especially high-risk agricultural farmworkers who face challenges to testing, isolation, sheltering in place and other containment and mitigation measures; and

WHEREAS, CONTRACTOR, has submitted a comprehensive, equity-focused proposal to COUNTY to improve the COUNTY's ability to effectively respond to the pandemic, remove challenges, and better cope with the barriers and address the specific needs of this population group; and

WHEREAS, CONTRACTOR, has been providing such services since December 2020 through Purchase Order No. M02-0000020777 and M04-0000021370, which expired on June 30, 2022 and, based on the performance of CONTRACTOR under the PO, FCDPH supports this proposed Agreement.

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 perform all services and fulfill all responsibilities identified in Exhibit A, attached hereto and by this reference incorporated herein.

B. CONTRACTOR shall abide by local and state pandemic guidelines in place at any given time during the pandemic response and shall make every reasonable effort to follow safe and appropriate public health protection measures to minimize risk of exposure.

1           2.     OBLIGATIONS OF THE COUNTY

2           A.     COUNTY shall provide guidance and assistance in the determination and  
3 implementation of safe and appropriate public health practices during the pandemic, such as physical  
4 distancing, hand hygiene, facial coverings, disinfection and other prevention and control measures.

5           3.     TERM

6           The term of this Agreement shall be effective May 1, 2022 through December 31, 2022.

7           4.     TERMINATION

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

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

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

18           In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach  
19 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such  
20 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.  
21 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any  
22 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were  
23 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund  
24 any such funds upon demand.

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

28 //

1           5.     COMPENSATION/INVOICING:

2           A.     COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive  
3 compensation at the rates as identified in Exhibit A, attached hereto and incorporated herein by this  
4 reference. CONTRACTOR shall submit monthly invoices by the thirtieth (30<sup>th</sup>) working day of each month  
5 for the prior month's services with full appropriate documentation (e.g., activity logs, receipts, invoices) to  
6 the County of Fresno, Department of Public Health, COVID Response, P.O. Box 11867, Fresno, CA 93775,  
7 Attention: Business Office or [dphboap@fresnocountyca.gov](mailto:dphboap@fresnocountyca.gov).

8           B.     In no event shall services performed under this Agreement by CONTRACTOR be in  
9 excess of One Hundred Seventy-One Thousand One Hundred Seventy-Six and 50/100 Dollars  
10 (\$171,176.50) during the term of this Agreement. It is understood that all expenses incidental to  
11 CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

12           C.     Notwithstanding the above, payments made by COUNTY shall be in arrears, for  
13 services provided during the preceding month, within forty-five (45) days after receipt and verification of  
14 CONTRACTOR's invoices by COUNTY's Department of Public Health. Invoice verification shall consist of  
15 review of supporting documentations for all expenditures, which may include but not limited to timesheets,  
16 receipts, mileage records, statements.

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

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

28           Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right

1 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable  
2 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In  
3 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating  
4 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all  
5 other regulations governing such matters. It is acknowledged that during the term of this Agreement,  
6 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

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

9 Notwithstanding the above, changes to object level in the budget that do not exceed  
10 ten percent (10%) of the maximum compensation payable to CONTRACTOR may be made with written  
11 approval of COUNTY Department of Public Health Director or designees. Said budget object level changes  
12 shall not result in any change to the maximum compensation amounts payable to CONTRACTOR, as  
13 stated herein.

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

16 9. HOLD HARMLESS:  
17 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the  
18 COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's  
19 fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection  
20 with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this  
21 Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages,  
22 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured  
23 or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or  
24 employees under this Agreement.

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

26 10. INSURANCE: Without limiting the COUNTY's right to obtain indemnification from  
27 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and  
28 effect, the following insurance policies or a program of self-insurance, including but not limited to, an

1 insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

2 A. Commercial General Liability

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

8 B. Automobile Liability

9 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars  
10 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto  
11 used in connection with this Agreement.

12 C. Professional Liability

13 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in  
14 providing services, Professional Liability Insurance with limits of not less than One Million Dollars  
15 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

16 D. Worker's Compensation

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

18 E. Molestation

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

22 Additional Requirements Relating to Insurance

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

1 a minimum of thirty (30) days advance written notice given to COUNTY.

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

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

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

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

28 11. STATE ENERGY CONSERVATION: CONTRACTOR must comply with the mandatory

1 standard and policies relating to energy efficiency, which are contained in the State Energy  
2 Conservation Plan issued in compliance with 42 United States (US) Code sections 6321, et. seq.

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

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

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

15 C. COUNTY and U.S. EPA shall be notified about any known violation of the  
16 above laws and regulations; and,

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

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

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

27 14. CONFIDENTIALITY: All services performed by CONTRACTOR under this Agreement shall  
28 be in strict conformance with all applicable Federal, State of California and/or local laws and regulations

1 relating to confidentiality.

2 15. NON-DISCRIMINATION: During the performance of this Agreement, CONTRACTOR shall  
3 not unlawfully discriminate against any employee or applicant for employment, or recipient of services,  
4 because of race, religious creed, color, national origin, ancestry, physical disability, mental disability,  
5 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,  
6 sexual orientation, military status or veteran status pursuant to all applicable State of California and Federal  
7 statutes and regulations.

8 16. SINGLE AUDIT CLAUSE:

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

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

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

27 COUNTY  
28 County of Fresno  
Director, Department of Public Health

CONTRACTOR  
Central Valley Farmworkers Foundation  
Executive Director

1 P.O. Box 11867  
2 Fresno, CA 93775

1120 Kensington Street  
Delano, CA 93215

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

18 18. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
19 VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS:

20 A. COUNTY and CONTRACTOR recognize that CONTRACTOR is a recipient of  
21 Federal funds under the terms of this Agreement. By signing this Agreement, CONTRACTOR agrees to  
22 comply with applicable Federal suspension and debarment regulations, including but not limited to: 29  
23 CFR 1470.35, 29 CFR 97.35, 41 CFR 105-71.135, and Executive Order 12549. By signing this  
24 Agreement, CONTRACTOR attests to the best of its knowledge and belief, that it and its principals:

- 25 1. Are not presently debarred, suspended, proposed for debarment, declared  
26 ineligible, or voluntarily excluded by any Federal department or agency; and
- 27 2. Shall not knowingly enter into any covered transaction with an entity or person  
28 who is proposed for debarment under Federal regulations, debarred,

1 suspended, declared ineligible, or voluntarily excluded from participation in  
2 such transaction.

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

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

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

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

17 All purchases over Five Thousand Dollars (\$5,000) made during the life of this Agreement that  
18 will outlive the life of this Agreement shall be identified as fixed assets with an assigned Fresno County  
19 DPH Accounting Inventory Number. These fixed assets shall be retained by COUNTY, as COUNTY  
20 property, in the event this Agreement is terminated or upon expiration of this Agreement.

21 CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed assets and shall be  
22 physically present when fixed assets are returned to COUNTY possession at the termination or  
23 expiration of this Agreement. CONTRACTOR is responsible for returning to COUNTY all COUNTY  
24 owned fixed assets upon the expiration or termination of this Agreement.

25 20. PROHIBITION ON PUBLICITY: None of the funds provided directly or indirectly under this  
26 Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of  
27 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the  
28 above, funds provided directly or indirectly under this Agreement may be used by CONTRACTOR for

1 publicity of the services described in Paragraph One (1) of this Agreement as necessary to raise public  
2 awareness about the availability of such specific services when approved in advance by COUNTY's  
3 Director of Public Health or designee for such items as written/printed materials, the use of media (i.e.,  
4 radio, television, newspapers) and any other related expense(s).

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

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

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

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

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

27 25. DISCLOSURE OF SELF-DEALING TRANSACTIONS:

28 This provision is only applicable if the CONTRACTOR is operating as a corporation (a

1 for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes  
2 its status to operate as a corporation.

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

11           26.    ELECTRONIC SIGNATURE: The parties agree that this Agreement may be executed by  
12 electronic signature as provided in this section. An "electronic signature" means any symbol or process  
13 intended by an individual signing this Agreement to represent their signature, including but not limited to  
14 (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically  
15 scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic  
16 signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten  
17 signature of the person signing this Agreement for all purposes, including but not limited to evidentiary  
18 proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid  
19 original handwritten signature of that person. The provisions of this section satisfy the requirements of  
20 Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code,  
21 Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature  
22 represents that it has undertaken and satisfied the requirements of Government Code section 16.5,  
23 subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that  
24 representation. This Agreement is not conditioned upon the parties conducting the transactions under it  
25 by electronic means and either party may sign this Agreement with an original handwritten signature.

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

28           28.    ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the

1 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous  
2 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
3 understanding of any nature whatsoever unless expressly included in this Agreement. In the event of any  
4 inconsistency in interpreting the documents which constitutes this Agreement, the inconsistency shall be  
5 resolved by giving precedence in the following order of priority: (1) the text of this Agreement (excluding  
6 exhibits) and (2) the exhibits attached hereto.

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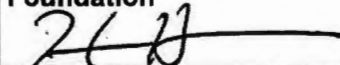
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year  
2 first hereinabove written.

3  
4 **CONTRACTOR**  
5 **Central Valley Farmworkers**  
6 **Foundation**

7   
8 (Authorized Signature)


9 Hernan Hernandez, Executive Director  
10 Print Name & Title

11 1120 Kensington St.

12 Delano CA 93215

13 Mailing Address

**COUNTY OF FRESNO**

  
Brian Pacheco, 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

14  
15  
16 By:   
Deputy

17 FOR ACCOUNTING USE ONLY:

18 Fund: 0001

19 Subclass: 10000

20 ORG: 56201019

21 Account: 7295  
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**ORGANIZATIONAL DESCRIPTION:** California Farmworker Foundation (CFF) is a non-profit organization that brings data-informed innovative programs and services to meet the needs of Farmworkers in California. Since 2016, thousands of Central Valley Farmworkers have received our services, including our healthy eating, physical activity promotion, food access, or health access services.

**Project Background:** Over the last six months, CFF has directly reached more than 30,000 Farmworkers in Fresno County via the following initiatives: Health Education, Vaccine Administration, Food Distributions, Farmworker Hotline, and COVID-19 Testing. CFF has also interacted directly with more than 40 Agricultural Employers to provide COVID-19 support services and training, with an indirect reach of 30,000 employees.

**PROJECT DESCRIPTION:** COVID-19 had a disproportionate effect among Latinos throughout the State of California. In the Central Valley communities where Farmworkers live, according to zip code analysis of COVID-19, cases are still of great concern. Over the last couple of months, many have become aware for the need for health education, awareness, testing and vaccines at Farmworker worksites and rural communities. Such an initiative is needed to prevent another COVID-19 outbreak that would threaten the lives of those who maintain the food supply. Our proposal seeks to work with Agricultural Employers to (1) expand COVID-19 vaccines for unvaccinated Farmworkers (2) expand COVID-19 vaccines and Childhood Immunizations for eligible children of Farmworkers and (3) increase awareness of education at agricultural worksites and community sites, and (4) increase awareness of Farmworker support services by local and state programs, and (5) expand COVID-19 preventive testing at Farmworker worksites. Our proposal will be a coordinated iterative process to ensure responsiveness to the COVID-19 pandemic, and worker and employer needs.

Building on our experience providing direct services to farmworkers and collaborating with 80 agricultural employers and farm labor contractors, our public health campaign utilizes an “Agricultural Coordinator” to serve as a COVID-19 support resource for agricultural employers, and two agricultural Outreach Navigators to assist with direct education, awareness, vaccine and testing for Farmworkers.

**Educational Materials:** Education materials distributed to Farmworkers will be from CFF and Fresno County Public Health.

**Objectives:** By January 1, 2023, we will have provided direct education to 40,000 Farmworkers and 80 Agricultural employers, in addition to hosting 20 vaccine sites.

CFF will provide notification to the Department of Public Health one week prior to any testing event or vaccination event date, time and location of the event. An accounting of the number of tests and vaccines processed at all events operated by CFF in Fresno County during the prior week will be submitted to Department of Public Health by Wednesday of the following week. The number of workers that received education through CFF, the date and location of that education will also be submitted in the weekly report.

COVID test kits will be procured through the California Department of Food and Agriculture (CDFA) and processed at their approved lab with costs paid by the State of California (State). Testing procedures will be approved by the State. PPE, testing site set up, safety equipment, training for staff, test-related paperwork including test chain of custody will be the responsibility of CFF. Follow up test result notifications to the patients will be the responsibility of CFF for negative test results. Positive test results will be referred to CBO’s designated by Fresno County Department of Public Health for contact tracing and follow up with support services. COVID-19 Vaccines will be procured through third party healthcare providers at Farmworker worksites and communities. The services will be provided beginning on the issue date of an approved County of Fresno purchase order through January 1, 2023.

**A. Personnel:** List each person who has a substantive role in the project and the amount of the request.

Personnel #	Name/Title and How the Individual's Role Relates to the Objectives	Level of Effort (# of hours OR % FTE)	Funds Requested
Personnel 1	<b>Agricultural Coordinator</b> provides COVID-19 education and outreach to Agricultural Companies throughout Fresno County. The Agricultural liaison will promote testing, vaccine administration and education of COVID-19. COVID-19 resources to employers.	40 Hrs * 6mths (35wks)	\$49,000 \$35.00hr
Personnel 2	<b>Farmworker Outreach Specialist</b> provides COVID-19 education and awareness of resources to Farmworkers in Fresno County. The Specialist will also provide intake for COVID-19 testing at Farmworker worksites and community venues. The Specialist will also help connect Farmworkers with COVID-19 existing resources. The Farmworker Outreach Specialist will promote testing, vaccine administration and education of COVID-19.	40 Hrs * 6 mths (35wks)	\$42,000 \$30.00hr
Personnel 3	<b>Farmworker Outreach Specialist</b> provides COVID-19 education and awareness of resources to Farmworkers in Fresno County. The Specialist will also provide intake for COVID-19 testing at Farmworker worksites and community venues. The Specialist will also help connect Farmworkers with COVID-19 existing resources. The Farmworker Outreach Specialist will promote testing, vaccine administration and education of COVID-19.	40 Hrs * 6 mths (35wks)	\$42,000 \$30.00 hr.
<b>Personnel Subtotals</b>			<b>\$133,000</b>

B. Travel

Trip #	Trip Destination and Travel Date(s)	Trip Purpose and How Travel Relates to	Type of Expense (airfare, car rental, hotel, meals, mileage, etc.)	# of Units	Cost per Unit	# of Travelers Claiming the Expense	Funds Requested
Personnel 1	In county travel for the duration of the grant	Travel to meet with Farm Labor Contractors, Growers, and Affiliates at targeted worksites and communities.	Car Miles	10,000	0.585	1	\$5,850
Personnel 2	In county travel for the duration of the grant	Travel to meet with farmworkers, and targeted worksites and communities.	Car Miles	8,000	0.585	1	\$5,850
Personnel 3	In county travel for the duration of the grant	Travel to meet with farmworkers, and targeted worksites and communities.	Car Miles	8,000	0.585	1	\$5,850
							\$14,560

C. Equipment/Resources

Item #	Item Description	Cost per Unit	Monthly Costs	# Units	Funds Requested
	Wifi Hot-Spots		\$45 x 9 mths	3	\$1,215
	Cell Phone		\$45 x 9 mths	3	\$1,215
<b>Equipment Subtotals</b>					<b>\$ 1,430</b>

**D. Supplies** List the materials, supplies, and fabricated parts costing less than \$5,000 per unit and describe how they will support the purpose and goal of the proposal.

Item Description	# of Units/Pieces Purchased	Acquire When?	Funds Requested
Marketing Materials (Posters)	500	July 1, 2022	\$625
Marketing Materials (Full Print-Sheets)	40,000	July 1, 2022	\$6,000
<b>Supplies Subtotal</b>			<b>\$6,625</b>

**E. Indirect** *Indirect costs* (also known as “facilities and administrative costs”—defined to represent the expenses of doing business that are not readily identified with a particular grant, contract, project function or activity, but are necessary for the general operation of the organization and the conduct of activities it performs.

Indirect Cost Rate Requested (%)	Funds Requested
(\$155,615) Projected Direct Costs * 10% Indirect Rate	\$15,561.50
<b>Total funds requested</b>	<b>\$171,176.50</b>

## **SELF-DEALING TRANSACTION DISCLOSURE FORM**

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

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

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

### INSTRUCTIONS

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

<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>	