

AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of November, 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Fresno Metro Ministry, a California non-profit corporation whose address is 4270 North Blackstone Avenue, Suite 212, Fresno, California 93726, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY, through its Department of Public Health (Department), is in need of a qualified vendor to engage community residents and produce a comprehensive community health assessment and health improvement plan to better inform policy decisions; and

WHEREAS, the COUNTY has issued Request for Proposals (RFP) No. 18-055 for the above stated assessment and planning services, and received no proposals in response to the COUNTY's RFP; and

WHEREAS, the CONTRACTOR possesses the expertise and experience necessary to complete required community health assessment and improvement planning objectives.

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

1. OBLIGATIONS OF THE CONTRACTOR

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

2. OBLIGATIONS OF THE COUNTY

COUNTY shall, to the extent reasonable and practical, as determined by COUNTY's Director of the Department, or his or her designee, assist and cooperate with CONTRACTOR in the performance of CONTRACTOR's services described in this Agreement. Such cooperation and assistance may include, but not necessarily be limited to: (i) participating in the Fresno Community Health Improvement Partnership, the Oral Health Coalition Advisory Committee, and other local collaborative workgroups as necessary to recommend policy and programmatic strategies and direction; (ii) providing data resources, including Department-collected data, Department epidemiological services, and the Conduent Health Communities Institute community health dashboard, and (iii) disseminating findings of the health assessment and

improvement plan reports.

3. TERM

The term of this Agreement shall commence upon execution and terminate on December 31, 2019, inclusive. This Agreement may be extended for one (1) additional consecutive sixty (60) day period upon written approval of both parties no later than thirty (30) days prior to the first day of the extension period. The Director or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance and the completion status of contract deliverables.

4. TERMINATION

- A. <u>Non-Allocation of Funds</u> The terms of this Agreement, and the services_to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.
- B. <u>Breach of Contract</u> The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:
 - 1) An illegal or improper use of funds;
 - 2) A failure to comply with any term of this Agreement;
 - 3) A substantially incorrect or incomplete report submitted to the COUNTY;
 - 4) Improperly performed service.

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

C. <u>Without Cause</u> - Under circumstances other than those set forth above, this

Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an

intention to terminate to CONTRACTOR.

5. <u>COMPENSATION/INVOICING</u>

COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as described in Exhibit B, attached hereto and incorporated herein by this reference. CONTRACTOR shall submit monthly invoices to the County of Fresno Department of Public Health within thirty (30) days of the end of the preceding month. CONTRACTOR invoices shall include all proper supporting documentation, including but not limited to receipts, invoices and work orders.

In no event shall services performed under this Agreement be in excess of Two Hundred Twenty-One Thousand, Seven Hundred Forty Dollars and No/100 (\$221,740.00) during the term of this Agreement, including the possible sixty (60) day extension period. It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

6. INDEPENDENT CONTRACTOR

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

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

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

CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. MODIFICATION

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

Notwithstanding the above, changes to line items in Exhibit B that do not exceed ten percent (10%) of the maximum compensation payable to the CONTRACTOR may be made with the written approval of COUNTY's Department Director or his or her designee. Said budget line item changes shall not result in any change to the maximum compensation about payable to CONTRACTOR, as stated herein.

8. NON-ASSIGNMENT

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

9. <u>HOLD HARMLESS</u>

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

10. INSURANCE

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

A. Commercial General Liability

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

Code.

 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

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

C. <u>Professional Liability</u>

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

D. <u>Worker's Compensation</u>

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

E. <u>Molestation</u>

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

F. Additional Requirements Relating to Insurance

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

CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this

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Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will administer this contract), stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

11. AUDITS AND INSPECTIONS

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

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to

 the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

12. NOTICES

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

COUNTY
COUNTY OF FRESNO
Director, Department of Public Health
P.O. Box 11867
Fresno, CA 93775

CONTRACTOR
FRESNO METRO MINISTRY
Executive Director
4270 N. Blackstone Ave.
Fresno, CA 93726

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

13. <u>NON-DISCRIMINATION</u>

During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military status or veteran

status pursuant to all applicable State of California and Federal statutes and regulation

14. GOVERNING LAW

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

15. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

16. ENTIRE AGREEMENT

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

17. SEVERABILITY

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

18. <u>CONFIDENTIALITY</u>

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

1	IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2	first hereinabove written.
3	
4	CONTRACTOR COUNTY OF FRESNO
5	LR beneficial Substitutes
6	(Authorized Signature) Sal Quintero, Chairperson of the Board of Supervisors of the County of Fresno
7	Print Name & Title
8	Freno Mato Ministry.
9	4270 N. Plack Gar Str. 212
10	Mailing Address ATTEST:
11	Resno, CA 93126 Bernice E. Seidel Clerk of the Board of Supervisors
12	County of Fresno, State of California
13	•
14	
15	By: Charle Cargo
16	FOR ACCOUNTING USE ONLY:
17	ORG No.: 5620
18	Account No.: 7295
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Objective 1: By December 31, 2019, build capacity and engage community stakeholders to provide qualified professional expertise in dental public health for program direction, coordination, and collaboration.

#	Activity Description	Timeline	Deliverable/Performance Measure
1.9	Using tools developed by the Evaluation Contractor, conduct key	11/6/18-12/31/19	Survey data
	informant interviews, focus groups, or Knowledge, Attitude and Belief		
	surveys of key stakeholder and organizations to determine understanding		
	and priority of addressing oral health and tobacco use issues.		

Objective 2: By December 31, 2019, assess and monitor social and other determinants of health, health status, health needs, and health care services available to California communities, with a special focus underserved areas and vulnerable population groups.

#	Activity Description	Timeline	Deliverable/Performance Measure
2.1	Identify staff, consultant, or work group from the OHC to develop the	11/6/18-12/31/19	List of work group members and
	Needs Assessment. Provide evaluation expertise and input in the		their area of expertise
	development of the Needs Assessment.		
2.8	Conduct needs assessment	11/6/18-12/31/19	Copy of data collected
2.9	Collect primary data	11/6/18-12/31/19	Copy of data collected
2.E.1	Solicit community feedback, summarize feedback and send it back to	11/6/18-12/31/19	Summary report of community
	Evaluation Contractor.		feedback

Objective 3: By December 31, 2019, identify assets and resources that will help to address the oral health and tobacco use needs of the community with an emphasis on underserved areas and vulnerable population groups within the jurisdiction.

#	Activity Description	Timeline	Deliverable/Performance Measure
3.1	Take an inventory of all the groups (associations, organizations, and institutions) that exist in within Fresno County communities. Identify existing groups, organizations, etc. that serve underserved and vulnerable populations in the community.	11/6/18-12/31/19	Inventory of existing assets/resources
3.2	Conduct interviews/surveys	11/6/18-12/31/19	Interviews and/or surveys conducted

3	3.3	Create a map of assets/resources within jurisdiction and	11/6/18-12/31/19	 Map of assets/resources (geo mapping)
		identify gaps.		within jurisdiction/List of gaps within DPH
[3.4	Work with DPH to publish the assets/resources/gaps identified.	11/6/18-12/31/19	Identified assets/resources and identified
				gaps published on website or in newsletter or
				as part of Summary Analysis

Objective 4: By December 31, 2019, develop a community health improvement plan (CHIP) and an action plan to address the oral health and tobacco use needs of underserved areas and vulnerable population groups for the implementation phase and to achieve the state oral health and tobacco health related objectives.

#	Activity Description	Timeline	Deliverable/Performance Measure
4.2	Working with the OHC, develop a time frame for the community health improvement plan.	11/6/18-12/31/19	Copy of the timeframe developed for CHIP
4.3	In collaboration with the OHC, identify objectives and strategies to achieve that objective.	11/6/18-12/31/19	Summary of objectives and strategies
4.4	In collaboration with the OHC, determine which people and sectors of the community should be changed and involved in implementing the strategies.	11/6/18-12/31/19	List of partners/stakeholders/ participants representative of the various sectors of the DPH that participated in the process
4.5	Engage a workgroup to design the Action Plan.	11/6/18-12/31/19	List of work group meetings and minutes from meetings
4.6	 Identify action steps: What action or change will occur? Who will carry it out? When will it take place, and for how long? What resources (e.g., money, staff) are needed to carry out the change? Communication (who should know what) Collaborate with Evaluation Contractor to outline a CHIP. 	11/6/18-12/31/19	CHIP developed by workgroup that identifies the "what, who, when, how long, resources, and communication" aspects of the Action Plan consistent with the findings and recommendations from the Needs Assessment and integrates feedback from stakeholders who participated in the Needs Assessment data collection. Logic model content
4.E.1	In consultation with the Evaluation Contractor, identify how the Action Plan addresses the priorities identified in the Community Health Improvement Plan; provide a summary of key strategies to address vulnerable populations and how they	11/6/18-12/31/19	Summary Report identifying flow of information between organization, community and other stakeholders; how organizational procedures facilitate

will help to achieve local and state oral health and tobacco use	participation; and the strengths, weaknesses,
and health related objectives. Describe impact objectives and	challenges and opportunities that exist in the
key indicators that will be used to determine progress.	community to improve the health status of
Community stakeholder review of priorities identified in the	the community. Notes with feedback from
CHIP and Action Plan and incorporate community stakeholder	community review and community feedback
feedback.	incorporated in CHIP and Action Plan.

Objective 5: By December 31, 2019, develop an Evaluation Plan to monitor and assess the progress and success of the Local Oral Health Program.

#	Activity Description	Timeline	Deliverable/Performance Measure
5.1	In consultation with the Evaluation Contractor, engage	11/6/18-12/31/19	List of stakeholders engaged in the Evaluation
	stakeholders in the Evaluation Plan process, including those		Plan process
	involved, those affected, and the primary intended users.		
5.E.1	Coordinate with DPH and CDPH to conduct surveillance to	11/6/18-12/31/19	List of schools identified, number of children
	determine the status of children's oral health and tobacco		to be screened, coordination activities
	related health issues.		conducted

Objective 7: Work with partners to promote oral health by developing and implementing prevention and healthcare policies and guidelines for programs, health care providers, and institutional settings (e.g., schools) including integration of oral health care and overall health care.

#	Activity Description	Timeline	Deliverable/Performance Measure
7.2	Work with the DPH to identify the role of partners from the OHC – outreach, education, assessment, linkage, case management, delivery of services and follow up.	11/6/18-12/31/19	Role of each identified partner
7.3	Identify healthcare and institutional facilitators and barriers to oral health care, and gaps	11/6/18-12/31/19	Summary of the facilitators and barriers to care identified
7.4	Identify best practices and determine healthcare and institutional policy, systems and environmental approaches for addressing barriers to care and set targets.	1/01/19-12/31/19	List of best practices for addressing barriers to care
7.5	Assess the number of schools currently not reporting Kindergarten assessments to the System for California Oral Health Reporting (SCOHR).	1/1/19-12/31/19	List of non-participating schools identified



FCHIP Cost Proposal - 12 Months Needs Assessment and Planning Services



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REVENUE	AMOUNT	NOTES
Fresno County Dept of Public Health	221,740	
TOTAL REVENUE	221,740	
In-Kind	7,800	
TOTAL IN KIND	7,800	
TOTAL PROJECT REVENUE	229,540	
EXPENSES	AMOUNT	NOTES
Personnel		
Salaries	72,000	FT 12 months @ 40 hrs/week, incl payroll taxes and
Temporary FT FMM Program Manager - TBN		unemployment insurance
Temporary .75 FCHIP Program Manager - TBN	54,000	.75 x 12 months @ 30 hrs/week, incl payroll taxes and unemployment insurance
FMM Executive Director - 14%	16,000	
FCHIP Program Director - 20%	23,000	
FCHIP Communications Coord 5%	1,600	
Consultant	5,000	FCHIP /Metro support
Interns - 4 Program Assistants	2,000	Scholarship stipends @ \$500 each
PERSONNEL SUBTOTAL	173,600	
Non-Personnel		
General Office Supplies	900	\$75 / month x 12
Laptops for Managers	3,000	2 laptops, for the Program Managers
Communications and IT	2,400	Cell phone stipend for program managers 2 x \$50/mo x 12 mo \$100/month x 12 mo for IT and internet access
Data Gathering Expenses	18,500	24-36 meetings (data collection, recommendations feedback & CHIP/Action Plan) x \$350 - \$700 each, includes Partner stipend (\$300), addl childcare, refreshments, community transportation, and other for other data gathering approved expenses such as materials, etc.*
Local Mileage	3,000	Mileage for personnel at IRS rate of \$.545 per mile
NON-PERSONNEL SUBTOTAL	27,800	
SUB TOTAL	201,400	
Indirect 10%	20,340	includes office space, untilities, access to copier, IT etc.
PERSONNEL AND NON-PERSONNEL TOTAL	221,740	
FCHIP In Kind		
Youth Leadership Institute Training - 4 Interns	6,800	AMT to be confirmed Each Intern will be trained to assist with data gathering, note taking and other ways to support the Program Managers
Marketing and Outreach Materials	1,000	On FCHIP website, materials, social media and You Tube Channel, etc
IN KIND TOTAL	7,800	
TOTAL PROJECT EXPENSES	229,540	

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.

<u>INSTRUCTIONS</u>

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

(1) Compan	(1) Company Board Member Information:				
Name:		Date:			
Job Title:					
(2) Compan	y/Agency Name and Address:				
(3) Disclosu	re (Please describe the nature of the self-dea	ling transac	ction you are a party to):		
. ,					
(4) Explain v	why this self-dealing transaction is consistent	with the re	equirements of Corporations Code 5233 (a):		
(5) Authoriz	ed Signature				
Signature:		Date:			