

AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of March 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **CALIFORNIA HEALTH COLLABORATIVE**, a California Non-Profit Organization, whose address is 1680 West Shaw Avenue, Fresno, California, 93711, hereinafter referred to as "CONTRACTOR".

WITNESSETH

HEREAS, COUNTY, through its Department of Public Health, is in need of a qualified agency to assist and implement small retail vendors in adopting healthy food service and stocking guidelines and to promote compliance with federal lactation accommodation laws in targeted worksites within Fresno County; and

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

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

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

1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR shall assist small Fresno County retail vendors in adopting healthy food service and stocking guidelines.

B. CONTRACTOR shall promote compliance with federal lactation accommodation laws with targeted worksite partners. Partners may include but are not limited to, community health clinics (i.e. Federally Qualified Health Centers), Woman Infant and Children clinics, and community based organizations.

C. CONTRACTOR shall work with State Physical Activity and Nutrition (SPAN) program staff to complete and fulfill all responsibilities and objectives as identified in the California Health Collaborative CDC SPAN year-one work plan.

1 D. Work Plan Requirement identified in Exhibit A, attached hereto and by this
2 reference incorporated herein.

3 E. CONTRACTOR shall work with SPAN program staff to complete and fulfill all
4 responsibilities and objectives as identified in the Disease Control and Prevention (CDC) LHD SPAN
5 Work Plan Requirements identified in Exhibit B, attached hereto and by this reference incorporated
6 herein.

7 **2. OBLIGATIONS OF THE COUNTY**

8 A. COUNTY shall provide the Work Plan for the coming year once COUNTY has
9 received the finalized Work Plan from the State.

10 B. COUNTY shall work with and assist the CONTRACTOR with activities, strategies,
11 and results as identified in Exhibit A and Exhibit B.

12 **3. TERM**

13 This Agreement shall become effective upon execution and terminate on September 29,
14 2021. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon
15 written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12)
16 month extension period. The Director or his or her designee is authorized to execute such written approval
17 on behalf of COUNTY base on CONTRACTOR's satisfactory performance.

18 **4. TERMINATION**

19 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
20 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
21 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
22 terminated at any time by giving the CONTRACTOR thirty (30) days advance written notice. Funding for
23 these services is provided by the US Department of Health and Human Services, Centers for Disease
24 Control and Prevention - State Physical Activity and Nutrition (SPAN) Program (Catalog of Federal
25 Domestic Assistance # 93.439), via the California Department of Public Health Nutrition Education and
26 Obesity Prevention Branch grant agreement number 18-10558.

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

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

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

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

17 **5. COMPENSATION**

18 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
19 compensation as identified in Exhibit C, attached hereto and incorporated herein by this reference.
20 In no event shall actual services performed under this Agreement be in excess of Seventy-Eight Thousand
21 Eight Hundred Ninety and No/100 (\$78,890.00) during the period March 12, 2019 through and including
22 September 29, 2021. In no event shall services performed under this Agreement be in excess of Twenty-
23 Eight Thousand Six Hundred Eighty-Three and No/100 (\$28,683.00) during each of the two (2) possible
24 one (1) year extensions. It is understood that all expenses incidental to CONTRACTOR's performance of
25 services under this Agreement shall be borne by CONTRACTOR.

26 A. Payments by COUNTY shall be in arrears, for the services provided during the
27 preceding month, within forty-five (45) days after receipt and verification of CONTRACTOR's invoices by
28 COUNTY's Department of Public Health. If CONTRACTOR should fail to comply with any provision of this

1 Agreement, COUNTY shall be relieved of its obligation for further compensation.

2 B. COUNTY shall not be obligated to make any payments under this Agreement if the
3 request for payment is received by the COUNTY more than forty-five (45) days after the end of the Federal
4 Fiscal Year.

5 C. CONTRACTOR shall be held financially liable for any and all future
6 disallowances/audit exceptions due to CONTRACTOR's deficiency discovered through the State audit
7 process. At COUNTY's selection, the disallowed amount will be remitted within forty-five (45) days to
8 County upon notification or shall be withheld from subsequent payments to CONTRACTOR.

9 **6. INVOICING**

10 CONTRACTOR shall invoice COUNTY monthly, by the thirtieth (30th) day of each month for
11 the prior month's expenditures, addressed to the County of Fresno, Department of Public Health, OHPW-
12 SPAN, P.O. Box 11867, Fresno, CA 93775, Attention: OHPW-CDC SPAN Staff Analyst. Invoices shall
13 detail line items as specified in Exhibit C, including original budget amount(s), current month's expenses,
14 year-to-date expenses, and budget balances. In addition, invoices shall also include all relevant supporting
15 documentation including but not limited to copies of original statements, program expense receipts, payroll
16 records and mileage claims.

17 **7. INDEPENDENT CONTRACTOR**

18 In performance of the work, duties and obligations assumed by CONTRACTOR under this
19 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the
20 CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an
21 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
22 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right
23 to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and
24 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that
25 CONTRACTOR is performing its obligations in accordance with the 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 **8. MODIFICATION**

8 Any matters of this Agreement may be modified from time to time by the written
9 consent of all the parties without, in any way, affecting the remainder. Notwithstanding the above, changes
10 to line items in the budget, attached hereto as Exhibit C, that do not exceed ten percent (10%) of the
11 maximum compensation payable to the CONTRACTOR may be made with written approval of COUNTY's
12 Department of Public Health Director or designee and the designee of the California Department of Public
13 Health. Said budget line item changes shall not result in any change to the maximum compensation
14 amount payable to CONTRACTOR, as stated herein.

15 **9. NON-ASSIGNMENT**

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

18 **10. HOLD HARMLESS**

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

27 **11. INSURANCE**

28 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any

1 third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following
2 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling
3 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

4 A. Commercial General Liability

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

10 B. Automobile Liability

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

15 C. Professional Liability

16 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
17 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less
18 than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars
19 (\$3,000,000.00) annual aggregate.

20 D. Worker's Compensation

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

23 E. Child Abuse/Molestation and Social Services Coverage

24 CONTRACTOR shall have either separate policies or an umbrella policy with
25 endorsements covering Child Abuse/Molestation and Social Services Liability
26 coverage or have a specific endorsement on their General Commercial liability
27 policy covering Child Abuse/Molestation and Social Services Liability. The policy
28 limits for these policies shall be One Million Dollars (\$1,000,000) per occurrence
with a Two Million Dollars (\$2,000,000) annual aggregate. The policies are to be
on a per occurrence basis.

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

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

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

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

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

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

4 **12. AUDITS AND INSPECTIONS**

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

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

13 **13. CONFIDENTIALITY**

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

17 **14. DATA SECURITY**

18 For the purpose of preventing the potential loss, misappropriation or inadvertent access,
19 viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of
20 COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter into a
21 contractual relationship with the COUNTY for the purpose of providing services under this Agreement must
22 employ adequate data security measures to protect the confidential information provided to
23 CONTRACTOR by the COUNTY, including but not limited to the following:

24 A. **CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices**

25 CONTRACTOR may not connect to COUNTY networks via personally-
26 owned mobile, wireless or handheld devices, unless the following conditions are met:

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- 1) CONTRACTOR has received authorization by COUNTY for telecommuting purposes;
- 2) Current virus protection software is in place;
- 3) Mobile device has the remote wipe feature enabled; and
- 4) A secure connection is used.

B. CONTRACTOR-Owned Computers or Computer Peripherals

CONTRACTOR may not bring CONTRACTOR-owned computers or computer peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief Information Officer, and/or designee(s), including but not limited to mobile storage devices. If data is approved to be transferred, data must be stored on a secure server approved by the COUNTY and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection. Said data must be encrypted.

C. COUNTY-Owned Computer Equipment

CONTRACTOR or anyone having an employment relationship with the COUNTY, may not use COUNTY computers or computer peripherals on non-COUNTY premises without prior authorization from the COUNTY's Chief Information Officer, and/or designee(s).

D. CONTRACTOR may not store COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device, or remote storage installation unless encrypted.

E. CONTRACTOR shall be responsible to employ strict controls to ensure the integrity and security of COUNTY's confidential information and to prevent unauthorized access, viewing, use or disclosure of data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes COUNTY data internally and externally.

F. Confidential client information transmitted to one party by the other by means of electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

G. CONTRACTOR is responsible to immediately notify COUNTY of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data maintained in

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1 computer files, program documentation, data processing systems, data files and data processing
2 equipment which stores or processes COUNTY data internally or externally.

3 H. COUNTY shall provide oversight to CONTRACTOR's response to all incidents
4 arising from a possible breach of security related to COUNTY's confidential client information provided to
5 CONTRACTOR. CONTRACTOR will be responsible to issue any notification to affected individuals as
6 required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR will be
7 responsible for all costs incurred as a result of providing the required notification.

8 **15. NON-DISCRIMINATION**

9 During the performance of this Agreement, CONTRACTOR shall not unlawfully
10 discriminate against any employee or applicant for employment, or recipient of services, because of race,
11 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
12 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation,
13 military status or veteran status pursuant to all applicable State of California and Federal statutes and
14 regulation.

15 **16. LICENSES/CERTIFICATION**

16 CONTRACTOR shall throughout the term of this Agreement, maintain all necessary
17 licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the
18 services hereunder and required by the laws and regulations of the United State of America, State of
19 California, Fresno County and any other applicable government agencies. CONTRACTOR shall notify
20 COUNTY immediately in writing of its inability to obtain or maintain such licenses, permits, approvals,
21 certificates, waivers and exemptions, irrespective of the pendency of any appeal related thereto.
22 Additionally, CONTRACTOR shall comply with all other applicable laws, rules or regulations, as any may
23 now exist or be hereafter changed.

24 **17. COMPLIANCE WITH STATE REQUIREMENTS**

25 CONTRACTOR recognizes that COUNTY operates the SPAN program under an
26 agreement with the State of California Department of Public Health, and that under said agreement the
27 State imposes certain requirements on the COUNTY and its subcontractors. CONTRACTOR shall
28 adhere to all State requirements, including those identified in Exhibit D attached hereto and by this

1 reference incorporated herein. It is understood that Exhibit D also grants the COUNTY certain rights
2 which are reserved to the State; such rights are fully described therein.

3 **18. PROPERTY OF COUNTY**

4 All purchases over Five Thousand and No/100 Dollars (\$5,000.00) and certain purchases
5 under Five Thousand and No/100 Dollars (\$5,000.00) such as computers, printers, cameras
6 and other sensitive items made during the life of this Agreement shall be identified as fixed assets with
7 an assigned County of Fresno Accounting Inventory Number. These fixed assets shall be retained by
8 the COUNTY, as COUNTY property, in the event this Agreement is terminated or upon expiration of
9 this Agreement. CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed
10 assets and shall be physically present when fixed assets are returned to COUNTY possession at the
11 termination or expiration of this Agreement.

12 **19. RECORDS**

13 Financial and statistical data shall be kept and reports made as required by the
14 COUNTY's Department of Public Health Director and the State. All such records shall be available
15 for inspection by the designated Auditors of COUNTY or State at reasonable times during normal
16 business hours. All such records shall be maintained through the end of this Agreement. All records
17 shall be considered property of COUNTY and shall be retained by COUNTY at the termination or
18 expiration of this Agreement.

19 **20. REPORTS**

20 CONTRACTOR shall submit to COUNTY within ten (10) calendar days all program
21 reports for the preceding month. CONTRACTOR shall also furnish to COUNTY such statements,
22 records, reports, data, and other information as COUNTY may request pertaining to matters covered
23 by this Agreement. In the event that CONTRACTOR fails to provide such reports or other information
24 required hereunder, it shall be deemed sufficient cause for COUNTY to withhold monthly payments until
25 there is compliance. In addition, CONTRACTOR shall provide written notification and explanation to the
26 COUNTY within five (5) days of any fund received from another source to conduct the same services
27 covered by this Agreement.

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1 **21. PROHIBITION OF PUBLICITY**

2 None of the funds, materials, property or services provided directly or indirectly under
3 this Agreement shall be used for CONTRACTOR's advertising, fundraising or publicity (e.g.,
4 purchasing of tickets/tables, silent auction donations, media promotions) for the purpose of self-promotion.
5 Notwithstanding the above, publicity of the services described in Section One (1) of this
6 Agreement shall be allowed as necessary to raise public awareness about the availability of such
7 specific services when approved in advance in writing by COUNTY's SPAN Project Coordinator and
8 the California Department of Public Health. Such items include but are not limited to written/printed
9 materials, materials posted on the Internet, or the use of media (e.g., radio, television, billboards,
10 newspapers), and any related expense. Documents prepared by CONTRACTOR using funding under
11 this Agreement for external release shall undergo appropriate review and approval prior to release.
12 Review may take up to thirty (30) business days. Materials, whether newly developed or reprinted,
13 shall include an appropriate acknowledgement/funding statement.

14 **22. AUDITS AND INSPECTIONS**

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

20 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
21 CONTRACTOR shall be subject to the examination and audit of the State Auditor for a period of
22 three (3) years after final payment under contract (Government Code Section 8546.7).

23 **23. NOTICES**

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

26 COUNTY

27 Director, County of Fresno
28 Department of Public Health
 P.O.Box 11867
 Fresno, CA 93775

CONTRACTOR

 CEO
 California Health Collaborative
 1680 W. Shaw Ave.
 Fresno, CA 93711

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

16 **24. GOVERNING LAW**

17 Venue for any action arising out of or related to this Agreement shall only be in Fresno
18 County, California.

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

21 **25. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

25 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
26 transactions that they are a party to while CONTRACTOR is providing goods or performing services
27 under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR
28 is a party and in which one or more of its directors has a material financial interest. Members of the

1 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and
2 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit E and incorporated
3 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing
4 transaction or immediately thereafter.

5 **26. SEVERABILITY**

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

8 **27. ENTIRE AGREEMENT**

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

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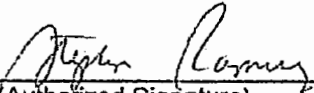
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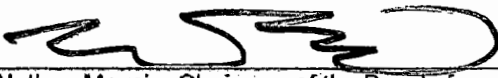
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
2 and year first hereinabove written.

3 CONTRACTOR:
4 CALIFORNIA HEALTH COLLABORATIVE

COUNTY OF FRESNO:

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6 
7 (Authorized Signature)

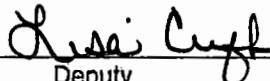
8 Stephen Ramirez, CEO


Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

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

13
14 
15 (Authorized Signature)

16 Chris Blalock, Finance Manager

By: 
Deputy

17 Mailing Address:
18 1680 W. Shaw Ave.
19 Fresno, CA 93711
20 Phone#: 559-244-4525
21 Contact: Stephen Ramirez, CEO
22 Email: sramirez@healthcollaborative.org

23 FOR ACCOUNTING USE ONLY:

24 ORG No.: 56201555
25 Account No.: 7295
26 Fund/Subclass: 0001/10000

27 JW
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California Health Collaborative

SPAN Work Plan

Exhibit A

Work Plan – Year One

Overarching Strategy 1: Implement Food Service Guidelines		
Outcome Measures: Healthy food service and stocking standards adopted with the Shop Healthy Here program in up to 3 small retailers in Fresno County.		
Short-Term Outcome	Intermediate Outcome	
Demonstrated progress on food service guidelines	Increased number of places that implement food service guidelines	
Strategy 2	Milestone	Completion Date
Assist small retail vendors in adopting healthy food service guidelines in select counties.	Strategies implemented to increase access to and availability of healthy foods and beverages.	September 29, 2019
Settings: Small Retail Markets in Fresno County		
Partners: CTCB staff, CDPH NEOPB staff, Fresno LHD staff, WIC, CDCB, CA Department of Social Services, Center for Science in the Public Interest		
Activity		Timeline
Activity 1: Collaborate with state and local partners to expand the SHOP Healthy Here (SHH) retail program to promote the adoption of healthy food service guidelines through improved stocking standards and healthy checkout lanes.		Q2-Q3
Activity 2: Evaluation Activity: In selected stores, evaluate the store health profile baseline using the Communities of Excellence (CX ³) Retail scorecard.		Q2
Activity 3: Collaborate with partners to determine retailer training and TA needs.		Q2-Q3

California Health Collaborative

SPAN Work Plan

Exhibit A

Activity 4: Coordinate with partners to educate retailers on the importance of healthy food access in their communities. Provide information on healthy procurement practices and storage, display and promotional approaches to help drive demand for healthy foods and beverages.	Q3-Q4
Activity 5: Evaluation Activity: Conduct a post assessment and time-delayed assessment using the same CX ³ scorecard and assess the number of SHH retailers who have increased the availability of healthy food and beverages through the adoption of healthy food service guidelines.	Q4

Overarching Strategy 2: Implement Interventions Supportive of Breastfeeding		
Short-Term Outcome		Intermediate Outcome
Demonstrated progress on supportive BF interventions		Increased number of places that implement supportive BF interventions
Outcome Measures: <ul style="list-style-type: none">Collaborate with two partners to assess the number of sites that support BF. Partners include community health clinics (i.e. FQHC’s), WIC clinics, CBO’s and LHDs adopted and implemented in community and government sites.In Fresno County, increase the number of worksites in compliance with state and federal lactation accommodation laws by up to three sites.		
Strategy 1	Milestone	Completion Date
Collaborate with partners to assess the number of sites that support BF in Fresno county	Number of State Departments, LHDs, and private worksites that implement BF supports	September 29, 2019
Settings: CA State Departments; Fresno LHD, Community Clinics, Community Based Organizations		
Partners: LHDs, FQHCs, WIC, CWA, CBC, MCAH BIH and Home Visiting		
Activity		Timeline

California Health Collaborative
SPAN Work Plan

Exhibit A

Activity 1: Collaborate with state and local partners to assess how many community health clinics (i.e. FQHC's, WIC) and LHDs have adopted and implemented policies that protect, promote and support BF.		Q2-Q3
Activity 3: Based on the results of the assessment, work with partners to develop content for trainings, webinars and/or toolkits to assist community health clinics and LHD staff in implementing BF guidelines and policies.		Q3-Q4
Activity 4: Conduct 1 statewide webinar and/or 1 in-person training describing BF guidelines and resources community health clinics and LHDs can utilize.		Q3-Q4
Activity 5: Communication Activity: Collaborate with partners and practitioners to develop and share best practices, success stories and/or presentations.		Q4
Activity 6: Evaluation Activity: Assess the number of community health clinics and LHDs that have a change in knowledge, intent or practices with BF supports.		Q4
Strategy 2	Milestone	Completion Date
Promote compliance with federal lactation accommodation laws in targeted worksites	Promotion of compliance with federal lactation accommodation laws in up to three targeted worksites	September 29, 2019
Settings: Fresno County LHD		
Partners: WIC, CWA, CA BF Coalition, CA SNAP-Ed		
Activity		Timeline
Activity 1: Collaborate with state and local partners to assess how many low-wage worksites in Fresno County have BF policies in place.		Q2-Q3
Activity 2: Coordinate with partners to assess the training and TA needs of targeted worksites to implement BF policies and comply with federal lactation accommodation laws.		Q2-Q3

California Health Collaborative
SPAN Work Plan

Exhibit A

Activity 3: Based on the results of the assessment, work with partners to develop trainings, webinars, and/or newsletter article ideas and/or toolkit ideas to assist worksites in complying with federal lactation accommodation laws.	Q3-Q4
Activity 4: Work with partners to provide trainings, TA, webinars, resources, newsletter articles and/or toolkits to targeted sites on complying with lactation accommodation laws.	Q3-Q4
Activity 5: Communication Activity: Collaborate with partners and practitioners to develop and share best practices, success stories and/or presentations.	Q4
Activity 6: Evaluation Activity: Assess the number of partner worksites that have improved knowledge of and compliance with lactation accommodation laws in select counties.	Q4

LHD SPAN Work Plan Requirements

(Pending CDC Review and Approval)

Work Plan—Year One:

Overarching Strategy 1: Implement Food Service Guidelines

Strategy 1: Develop Healthy Meeting policy for state and local government agencies.

- Each LHD is required to work towards the development of **one** Healthy Meeting policy during Year 1.

Strategy 2: Assist small retail vendors in adopting healthy food service guidelines in select counties.

- Each LHD is required to work with **two** small retail vendors to assist in the adoption of healthy food service guidelines during Year 1.

Overarching Strategy 2: Implement Interventions Supportive of Breastfeeding

Strategy 1: Collaborate with partners to assess the number of sites that support BF in select counties.

- Each LHD is required to collaborate with **two** partners to assess the number of sites that support BF in select counties. Partners include community health clinics (i.e. FQHC's), WIC clinics and LHDs.

Strategy 2: Promote compliance with federal lactation accommodation laws in targeted (low-income) worksites.

- Each LHD is required to promote compliance with federal lactation accommodation laws in **two** targeted worksite.

Overarching Strategy 3 (& 5 Combined): Implement & Integrate Nutrition and Physical Activity Standards into Statewide Early Care and Education (ECE) Systems

Strategy 1: Collaborate with partners to assess the number of ECEs that implement nutrition and PA standards in select counties.

- Each LHD is required to collaborate with **one** partners to assess the number of ECEs that implement nutrition and PA standards in select counties.

Strategy 2: Work with the CA Child Care R &R Network and CCFP Roundtable to improve PA and nutrition content in professional development trainings.

- Each LHD is required to work with **one** partner to assess PA and nutrition training needs and interests.

Strategy 3: Provide Nutrition and PA technical assistance to up to five ECE county R&R organizations, and up to six individual ECE sites to increase ECE adoption and practice of PA and nutrition standards.

- Each LHD is required to work with **one** ECE county R&R organization, and **two** individual ECE sites to increase ECE adoption and practice of PA and nutrition standards.

Overarching Strategy 4: Establish New or Improved Pedestrian, Bicycle, and Transit Transportation Systems.

Strategy 1: Increase community PA by supporting LHD involvement in the development, revision, or implementation of pedestrian, bicycle, or transportation plans and/or updating a city or county-wide general plan's transportation or health element or promoting local policy or infrastructure solutions.

- Each LHD is required to work towards the development, revision, or implementation of **either** pedestrian, bicycle or transportation plan **or** the updating of a city or county-wide general plan's transportation or health element or promoting local policy or infrastructure solutions.

Strategy 2: Increase community PA through training and TA to LHDs to support the development of successful application for the CA Department of Transportation's Active Transportation Program (ATP).

- Each LHD is required to participate in **one** statewide webinar demonstrating the types of transportation projects and activities fund through the ATP.
- Each LHD is required to assist in **one** evaluation survey assessing changes in knowledge and confidence in participating in planning processes among involved LHD staff.

Strategy 3: Support select LHDs to conduct SRTS program activities including promotion of Walking School Buses, Bicycle Trains, signage and wayfinding to promote family and community PA.

- Each LHD is required to participate in the dissemination of Walking School Bus and Bicycle Train Toolkits and infographics to a minimum of **two** school districts.
- Each LHD is required to participate in **one** statewide webinar on an emerging SRTS implementation, program or policy strategy.
- Each LHD is required to provide assistant in the piloting of **one** community participatory walkability audit and subsequent actin planning.

Strategy 4: Collaborate with state-level partners in transportation and planning to include obesity, chronic disease prevention, and health equity in transportation policy and programming.

- Each LHD is required to identify at least **one** way to enhance collaboration with Caltrans- which may include be not be limited to participating in Caltrans' AT efforts through either their newly created Walk/Bike Technical Advisory Committee or through the existing Active Transportation for Livable Communities committee (ATLC).

Work Plan Overview Years Two-Five

Strategy 1: Implement Food Service Guidelines: Building on the findings and success of year one activities, work plans for years two through five will include strategies and activities that extend services to additional counties, settings (healthcare, food banks/pantries) and small retail markets as possible. Years two and three will focus on supports for local government agency healthy meeting policy adoption, assisting small grocers to improve healthy food access, and deepened evaluation efforts. In years three to five, we will promote new resources statewide and work with partners to develop trainings and TA to help inform and drive the approaches. The Cal SPAN team will host convenings, webinars, and/or teleconferences to support communities of practice. As organizations implement food service guidelines and policies, the team will develop success stories to highlight achievements, challenges, and lessons learned.

Strategy 2: Implement Interventions Supportive of BF: Building on the findings and success of year one activities, work plans for years two through five will extend services to additional LHDs, FQHCs, and WIC clinics. Years two and three will focus on existing BF policies in these sites, and assessing training and TA needs of the second wave of LHDs and clinics as they begin to develop and implement BF supports. In years three-five, CDPH will promote new resources statewide, and work with partners to develop trainings and TA as per the assessment. we will host convenings, webinars, and/or teleconferences to support communities of practice. Also in years two-five, as organizations implement policies, the Cal SPAN team will work with them to measure progress and impact and to develop success stories.

Strategies 3 & 5: Implement & Integrate Nutrition & PA Standards into Statewide ECE Systems: Building on successes in year one, we will develop partnerships to assist assessing ECE centers' readiness to implement nutrition and PA standards. The responses from county R&Rs and individual ECE sites will inform and drive the approach for statewide ECE systems, including the state's child care licensing agency, California's quality rating and improvement systems (QRIS), and a proposal for an ECE recognition program. CDPH will host convenings, webinars, and/or teleconferences to support communities of practice. In years four and five, staff will work with the CA child care licensing to strengthen its PA and nutrition-related requirements for certification. This may include increasing requirements for continuing education credits and optional trainings in obesity prevention strategies, including PA, CACFP meal pattern implementation and nutrition best practices. Also in years four and five, staff will work with CDE to propose revisions to the existing ECE learning standards and frameworks to include stronger PA and nutrition content and on integrating enhanced PA and nutrition criteria into QRIS for ECE sites to achieve a higher performance rating. Finally, CDPH will grow evaluation efforts, and communicate lessons learned and promising practices.

Strategy 4: Establish New or Improved Pedestrian, Bicycle, and Transit Transportation Systems: The Cal SPAN team will build upon the success of year one to include promotion and adoption of the CA-based Healthy Places Index tool (Southern CA Public Health Alliance) and the CDC's Health and Transportation Tool, and databases into program guidance, tools, and resources. We will promote incorporating health equity in AT through creation of infographics and messaging in collaboration with partners (e.g., Safe Routes to School Partnership, ChangeLab Solutions, PolicyLink, etc.). We will host convenings, webinars,

and/or teleconferences to support communities of practice. In years three to five, we will promote new resources statewide through the SNAP-Ed LHD network. Finally, we will increase our role as a contributor in the state's AT policy and program work, providing sustainability for these efforts in the future.

**California Health Collaborative
CDC SPAN Budget, Year 1-5**

Attachment C

				Year (1)		Year (2)		Year (3)		Year (4)		Year (5)		Total Costs	
A	Salaries and Wages														
	Position Title	SOW Reference	Annual Salary	FTE	Budget	FTE	Budget	FTE	Budget	FTE	Budget	FTE	Budget		
	Program Director	All	82,400.00	0.03	1,648.00	0.03	2,472.00	0.03	2,472.00	0.03	2,472.00	0.03	2,472.00	11,536.00	
	Program Coordinator	All	46,350.00	0.10	3,090.00	0.10	4,635.00	0.10	4,635.00	0.10	4,635.00	0.10	4,635.00	21,630.00	
	Program Coordinator	All	46,350.00	0.10	3,090.00	0.10	4,635.00	0.10	4,635.00	0.10	4,635.00	0.10	4,635.00	21,630.00	
	Total Salaries and Wages				7,828.00		11,742.00		11,742.00		11,742.00		11,742.00	54,796.00	
B	Fringe Benefits			Benefit Rate	Budget	Benefit Rate	Budget	Benefit Rate	Budget	Benefit Rate	Budget	Benefit Rate	Budget		
				0.30	2,348.40	0.30	3,522.60	0.30	3,522.60	0.30	3,522.60	0.30	3,522.60	16,438.80	
	Total Personnel				10,176.40		15,264.60		15,264.60		15,264.60		15,264.60	71,234.80	
D	Equipment	SOW Reference			Budget		Budget		Budget		Budget		Budget		
	N/A				0.00		0.00		0.00		0.00		0.00	0.00	
	Total Equipment				0.00		0.00		0.00		0.00		0.00	0.00	
E	Supplies	SOW Reference			Budget		Budget		Budget		Budget		Budget		
	Office supplies such as paper, pens, ink, binders, folders, etc.	All			300.00		300.00		300.00		300.00		300.00	1,500.00	
	Total Supplies				300.00		300.00		300.00		300.00		300.00	1,500.00	
F	Travel	SOW Reference			Budget		Budget		Budget		Budget		Budget		
	Mileage to travel to retail sites, worksites, and meeting locations	All			700.00		700.00		700.00		700.00		700.00	3,500.00	
	Total Travel				700.00		700.00		700.00		700.00		700.00	3,500.00	
G	Other	SOW Reference			Budget		Budget		Budget		Budget		Budget		
	Communication (Telephone, Internet,etc.) \$190 x 0.23FTE x 12 Months	All			524.00		524.00		524.00		524.00		524.00	2,620.00	
	Rent (Yr 1:\$282 x 0.23FTE x 12 months)	All			778.00		778.00		778.00		778.00		778.00	3,890.00	
	Printing of materials, signage and posters	All			700.00		700.00		700.00		700.00		700.00	3,500.00	
	Meetings/Trainings - meeting materials, location fees, etc.	OS2/Strat1/Act4			300.00		300.00		300.00		300.00		300.00	1,500.00	
	Enhancements	OS1/Strat2/Act1 and OS2/Strat1/Act2			5,238.12		6,375.14		6,375.14		6,375.14		6,375.14	30,738.68	
	Total Other				7,540.12		8,677.14		8,677.14		8,677.14		8,677.14	42,248.68	
	Total Direct Costs				18,716.52		24,941.74		24,941.74		24,941.74		24,941.74	118,483.48	
	H	Total Indirect Costs			ICR Rate	Budget	ICR Rate	Budget	ICR Rate	Budget	ICR Rate	Budget	ICR Rate	Budget	
		Calculated at 15% of total direct costs			0.15	2,807.48	0.15	3,741.26	0.15	3,741.26	0.15	3,741.26	0.15	3,741.26	17,772.52
Total Annual Budget					21,524.00		28,683.00		28,683.00		28,683.00		28,683.00	136,256.00	

EXHIBIT D

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.

7. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:

Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

8. GOVERNING LAW: This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

9. INCOME RESTRICTIONS: Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

10. INDEPENDENT GRANTEE: Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. MEDIA EVENTS: Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. NO THIRD-PARTY RIGHTS: The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.

13. NOTICE: Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.

14. PROFESSIONALS: Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

15. RECORDS: Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

- Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
- Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
- Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
- Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
- Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. RELATED LITIGATION: Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, County of Sacramento, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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