

AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of September, 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 501(c)(3) Organization, whose address is 1680 West Shaw Avenue, Fresno, California, 93711, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, through its Department of Public Health (Department), is in need of a qualified vendor to implement a policy, system and/or environmental (PSE) change Community Action Model (CAM) project with a goal to prohibit the location of tobacco retail outlets within 1,000 feet of schools, parks, and youth facilities in unincorporated Fresno County; and

WHEREAS, COUNTY, is in need of a qualified vendor to conduct community-led primary and secondary research; and

WHEREAS, COUNTY, is in need of a qualified vendor to conduct community organizing; and

WHEREAS, COUNTY, is in need of a qualified vendor to provide community health education and outreach; and

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

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

B. CONTRACTOR shall work to maintain an open and cooperative relationship with

1 the Department's Tobacco Prevention Program staff, community partners, and the program evaluator,
2 Central Valley Health Policy Institute.

3 **2. OBLIGATIONS OF THE COUNTY**

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

6 B. COUNTY shall provide extensive technical assistance and train the
7 CONTRACTOR and community advocates to achieve their identified goals and create sustainable
8 change.

9 C. COUNTY shall utilize experts in the field to provide partner trainings whenever
10 possible.

11 **3. TERM**

12 The term of this Agreement shall be effective upon execution through and including June
13 30, 2021.

14 **4. TERMINATION**

15 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
16 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
17 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
18 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice. Funding for
19 these services is provided by the California Department of Public Health California Tobacco Control
20 Program Proposition 99 and Proposition 56 funds.

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

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

27 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any
28 breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither

1 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
2 default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the
3 COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of
4 the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR
5 shall promptly refund any such funds upon demand.

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

9 **5. COMPENSATION**

10 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
11 compensation at the rates as identified in Exhibit B, attached hereto and incorporated herein by this
12 reference. In no event shall actual services performed under this Agreement for the period beginning upon
13 execution of this Agreement through and including June 30, 2020, be in excess of One Hundred Thousand
14 Dollars and No/100 (\$100,000). In no event shall actual services performed under this Agreement
15 beginning July 1, 2020 through and including June 30, 2021, be in excess of One Hundred Thousand
16 Dollars and No/100 (\$100,000). It is understood that all expenses incidental to CONTRACTOR'S
17 performance of services under this Agreement shall be borne by CONTRACTOR.

18 A. Payments by COUNTY shall be in arrears, for services provided during the
19 preceding month, within forty-five (45) days after receipt and verification of CONTRACTOR's invoices by
20 COUNTY's Department of Public Health. If CONTRACTOR should fail to comply with any provision of this
21 Agreement, COUNTY shall be relieved of its obligation for further compensation.

22 B. COUNTY shall not be obligated to make any payments under this Agreement if
23 the request for payment is received by the COUNTY more than forty-five (45) days after this Agreement
24 has terminated or expired.

25 C. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
26 compensation based upon actual expenditures incurred by CONTRACTOR for monthly program costs in
27 accordance with the budget identified in Exhibit B.

28 D. CONTRACTOR shall be held financially liable for any and all future

1 disallowances/audit exceptions due to CONTRACTOR's deficiency discovered through the State audit
2 process. At COUNTY's election, the disallowed amount will be remitted within forty-five (45) days to
3 COUNTY upon notification or shall be withheld from subsequent payments to CONTRACTOR.

4 **6. INVOICING**

5 CONTRACTOR shall invoice COUNTY monthly, by the thirtieth (30th) day of each month
6 for the prior month's expenditures, addressed to the County of Fresno, Department of Public Health,
7 Office of Health Policy and Wellness – TPP, P.O. Box 11867, Fresno, CA 93775-1800, Attention:
8 OHPW-TPP Health Educator and Staff Analyst. Invoices shall detail line items as specified in Exhibit B,
9 including original budget amount(s), current month's expenses, year-to-date expenses, and budget
10 balances. In addition, invoices shall also include all relevant supporting documentation including but not
11 limited to copies of original statements, program expense receipts, payroll records and mileage claims.

12 **7. INDEPENDENT CONTRACTOR**

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

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

24 Because of its status as an independent contractor, CONTRACTOR shall have absolutely
25 no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be
26 solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee
27 benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all
28 matters relating to payment of CONTRACTOR'S employees, including compliance with Social Security

1 withholding and all other regulations governing such matters. It is acknowledged that during the term of this
2 Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
3 Agreement.

4 **8. MODIFICATION**

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

11 **9. NON-ASSIGNMENT**

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

14 **10. HOLD HARMLESS**

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

23 **11. INSURANCE**

24 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any
25 third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following
26 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling
27 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:
28

1 A. Commercial General Liability

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

9 B. Automobile Liability

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

14 C. Professional Liability

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

19 D. Worker's Compensation

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

22 E. Molestation

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

26 Additional Requirements Relating to Insurance

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

34 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and

1 employees any amounts paid by the policy of worker's compensation insurance required by this
2 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
3 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
4 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

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

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

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

26 **12. AUDITS AND INSPECTIONS**

27 The CONTRACTOR shall at any time during business hours, and as often as the COUNTY
28 may deem necessary, make available to the COUNTY for examination all of its records and data with

1 respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the
2 COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure
3 CONTRACTOR'S compliance with the terms of this Agreement.

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

7 **13. CONFIDENTIALITY**

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

11 **14. NON-DISCRIMINATION**

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

18 **15. DATA SECURITY**

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

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

26 CONTRACTOR may not connect to COUNTY networks via personally-
27 owned mobile, wireless or handheld devices, unless the following conditions are met:
28

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

6 B. CONTRACTOR-Owned Computers or Computer Peripherals

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

13 C. COUNTY-Owned Computer Equipment

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

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

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

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

26 G. CONTRACTOR is responsible to immediately notify COUNTY of any violations,
27 breaches or potential breaches of security related to COUNTY's confidential information, data maintained in
28

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 **16. PROPERTY OF COUNTY**

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

17 **17. RECORDS**

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

23 **18. REPORTS**

24 CONTRACTOR shall submit to COUNTY within ten (10) calendar days all program reports
25 for the preceding month. CONTRACTOR shall also furnish to COUNTY such statements, records, reports,
26 data, and other information as COUNTY may request pertaining to matters covered by this Agreement. In
27 the event that CONTRACTOR fails to provide such reports or other information required hereunder, it shall
28 be deemed sufficient cause for COUNTY to withhold monthly payments until there is compliance. In

1 addition, CONTRACTOR shall provide written notification and explanation to the COUNTY within five (5)
2 days of any funds received from another source to conduct the same services covered by this Agreement.

3 **19. COMPLIANCE WITH STATE REGULATIONS**

4 CONTRACTOR recognizes that COUNTY operates its Tobacco Prevention Program with
5 the use of state funds, and that the use of these funds imposes certain requirements on the COUNTY and
6 its subcontractors. CONTRACTOR shall adhere to all State applicable requirements, including those
7 identified in Exhibit C, attached hereto and by this reference incorporated herein and made part of this
8 Agreement. It is understood that Exhibit C also grants the COUNTY certain rights, which are reserved to
9 the State; such rights are fully described therein.

10 **20. PROHIBITION OF PUBLICITY**

11 None of the funds, materials, property or services provided directly or indirectly under this
12 Agreement shall be used for CONTRACTOR's advertising, fundraising or publicity (e.g., purchasing of
13 tickets/tables, silent auction donations, media promotions) for the purpose of self-promotion.
14 Notwithstanding the above, publicity of the services described in Section One (1) of this Agreement shall be
15 allowed as necessary to raise public awareness about the availability of such specific services when
16 approved in advance in writing by COUNTY's OHPW – Tobacco Prevention Program Project Coordinator.
17 Such items include but are not limited to written/printed materials, materials posted on the internet, or the
18 use of media (e.g., radio, television, billboards, newspapers), and any related expense. Documents
19 prepared by CONTRACTOR using funding under this Agreement for external release shall undergo
20 appropriate review and approval prior to release. Review may take up to thirty (30) business days.
21 Materials, whether newly developed or reprinted, shall include an appropriate acknowledgement/funding
22 statement.

23 **21. 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

CONTRACTOR
Steven Ramirez, CEO.
California Health Collaborative
1680 W. Shaw Avenue

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).

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17 **22. GOVERNING LAW**

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

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

22 **23. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

26 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
27 transactions that they are a party to while CONTRACTOR is providing goods or performing services
28 under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR

1 is a party and in which one or more of its directors has a material financial interest. Members of the
2 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and
3 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit D and incorporated
4 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing
5 transaction or immediately thereafter.

6 **24. SEVERABILITY**

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

9 **25. ENTIRE AGREEMENT**

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

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

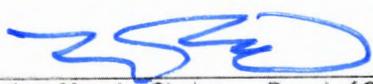
first hereinabove written.

CONTRACTOR:
California Health Collaborative

COUNTY OF FRESNO:



(Authorized Signature)



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

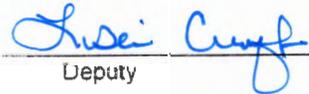
Steven Ramirez, CEO

Print Name & Title

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

1680 W. Shaw Avenue, Fresno, California 93711

Mailing Address

By: 

Deputy

FOR ACCOUNTING USE ONLY:
ORG No.: 56201552
Account No.: 7295
SMA
Fund: 0001
Subclass: 10000

EXHIBIT A: CALIFORNIA HEALTH COLLABORATIVE 2019-2021 CAM SCOPE OF WORK

OBJECTIVE: BY JUNE 30, 2021, UNINCORPORATED FRESNO COUNTY WILL ADOPT A POLICY TO PROHIBIT THE LOCATION OF TOBACCO RETAIL OUTLETS WITHIN 1,000 OF SCHOOLS, PARKS, AND YOUTH FACILITIES.

CAM SCOPE OF WORK REQUIREMENTS	TIMELINE	DELIVERABLE
Agency administrator sets up the budget to include funding for a Project Coordinator, Community Advocates stipends, funding for incentives and operational expenses and support with the following specifics:	05/19-6/19	Approved Budget
Hire and designate a Project Coordinator with health education, community organizing, and systems change experience	09/19	At least 0.8 FTE
Recruit, train, and engage Community Advocates, and provide orientation and on-going training	09/19-12/19	6-8 Community Advocates
Meet monthly with Tobacco Prevention Program staff to review progress on work plan and budget	09/19-06/21	Meeting Notes
Attend bi-monthly Tobacco-Free Coalition meetings	09/19-06/21	Meeting Minutes
Attend monthly CAM trainings and complete post-training surveys	09/19-06/21	Training Agendas
Submit monthly invoices to the Tobacco Prevention Program within 15 days of the end of the previous month	09/19-06/21	Monthly Invoices
Participate in key informant interviews with the Tobacco Prevention Program Evaluator. The Evaluator will identify strengths, weaknesses and impact of the CAM Process.	TBD	Interview Conducted
Community Action Model Steps:		
<p>Step 1: Recruit & Train Emerging Community Leaders: Community Advocates are recruited and trained to develop skills, increase knowledge, and build capacity. They will use this knowledge and skills to choose a specific issue or focus.</p>	09/1/19 - 11/30/19	<ol style="list-style-type: none"> 1. Community Advocates Tracking and Training Tool 2. Training Curriculum and Sample Workshop 3. Community Advocates Pre-Survey
<p>Step 2: Define, design and conduct community diagnosis: A “Community Diagnosis” is the process of finding the root causes of a community concern or issue and discovering the resources to overcome it. The diagnosis includes deciding what issue a community group will work on, design, and implement a community-driven research plan to gather secondary and primary data (e.g. surveys, focus groups, observations, and key informant interviews) regarding the issue.</p>	12/1/20 - 3/31/20	<ol style="list-style-type: none"> 1. Community Diagnosis Assessment Plan 2. Primary Research Report 3. Progress Report

EXHIBIT A: CALIFORNIA HEALTH COLLABORATIVE 2019-2021 CAM SCOPE OF WORK

<p>Step 3: Analyze results of community diagnosis: The team of Community Advocates, with technical assistance and training from the TPP and/or consultants, will analyze the findings of their diagnosis, develop key messages and a menu of potential Policy-System-Environmental change strategies, complete the Midwest Academy Strategy Chart (MWAC) and present the findings back to community members.</p>	<p>4/1/20 - 7/31/20</p>	<ol style="list-style-type: none"> 1. Secondary Research Findings Report 2. Community Showcase 3. Developed Key Messages 4. Year 1 Final Report 5. Community Advocates Post-Survey
<p>Step 4: Choose an Action and Develop & Implement Action Plan: The funded agency will develop and implement a plan to achieve their “Action/Objective” which will include community outreach and engagement, media campaign, and educating decision-makers and stakeholders.</p>	<p>8/1/20 – 02/28/21</p>	<ol style="list-style-type: none"> 1. 6-Month Training Plan and Sample Workshop 2. Community Advocates Pre-Survey 3. Action Ideas and Rationale 4. Midwest Academy Strategy Chart 5. Action Plan 6. Mid-Year Report 7. Stakeholder and Decision-Maker Engagement Plan 8. Educational Packet 9. Stakeholder Education & Outreach 10. Meetings with Decision-Makers 11. Media Plan 12. 1-2 Developed Media Tools

EXHIBIT A: CALIFORNIA HEALTH COLLABORATIVE 2019-2021 CAM SCOPE OF WORK

<p>Step 5: Maintain and/or enforce Action Plan: After successfully completing the Action, the project plans to ensure that their efforts will be maintained over the long term and enforced by the appropriate agencies.</p>	3/1/21 – 5/31/21	<ol style="list-style-type: none">1. Monitoring and Enforcement Plan2. Final Report3. Celebration Materials4. Community Advocates Post-Survey
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EXHIBIT A: CALIFORNIA HEALTH COLLABORATIVE 2019-2021 CAM SCOPE OF WORK

General Activity- Column 1	Specific Activities- 2	Timeline-3	Deliverable-4
Step 1: Recruit & Train Emerging Community Leaders			
<i>List General Activities here</i>	<i>For each General Activity list specific activities here</i>		
Recruit 6-8 Community Advocates	Community Advocates will be recruited at presentations, various community events, schools/universities, local organizations, etc.	9/1/19 – 10/31/19	Community Advocate Tracking and Training Tool
Provide Orientation to Community Advocates	An initial orientation will be provided by agency staff to Community Advocates to inform them of their role in completing the CAM Project.	11/1/19 – 11/30/19	Community Advocate Tracking and Training Tool
Provide Training to Community Advocates	Community Advocates will attend an orientation training, trainings for Steps 1-5 of CAM, and other required trainings provided by the Tobacco Prevention Program.	11/1/19 – 5/31/21	Training Sign-In Sheet Completed Training Evaluations
On-going trainings and Meetings	Meet weekly and provide on-going trainings as needed to Community Advocates.	10/1/2019 – 5/31/21	Training Curriculum and Sample Workshop Community Advocates Tracking and Training Tool
Community Advocates Pre-Survey	Ensure Community Advocates complete the pre-survey created by the TPP that assesses their baseline knowledge and skills.	11/1/19 – 11/30/19	Date Survey was Completed Aggregated Data

EXHIBIT A: CALIFORNIA HEALTH COLLABORATIVE 2019-2021 CAM SCOPE OF WORK

General Activity- Column 1	Specific Activities- 2	Timeline-3	Deliverable-4
Step 2: Define, design and conduct community diagnosis			
<i>List General Activities here</i>	<i>For each General Activity list specific activities here</i>		
Develop Assessment Plan	Develop a Community Diagnosis Assessment Plan to help identify the root causes of a community concern or issue and discover the resources to overcome it. The diagnosis includes deciding what issue a community group will work on, and design and implement a community-driven research plan to gather secondary data (data which is collected by someone who is someone other than the user) and primary data (e.g. surveys, focus groups, observations, and key informant interviews) regarding the issue.	12/1/19 – 12/31/19	Community Diagnosis Assessment Plan
Develop and Conduct a Public Opinion Survey	Work with Community Advocates to develop and conduct a public opinion survey of at least 185 residents of unincorporated Fresno County on how they feel about the location and number of tobacco retailers in their community, level of support for the proposed policy, and key demographic characteristics of the respondents. Pre-test the survey with at least 5-10 people and make changes based on input.	1/1/20 – 3/31/20	Primary Research Results
Develop and Conduct Key Informant Interviews or an Observation Survey/Walking Tour	Work with Community Advocates to develop and conduct 5-8 key informant interviews about density/proximity issues with school staff and/or administration, the County Office of Education, parents groups and other groups/agencies with close ties to the schools. Questions will assess whether the respondents are concerned about tobacco retailers	1/1/20 – 3/31/20	Primary Research Results

EXHIBIT A: CALIFORNIA HEALTH COLLABORATIVE 2019-2021 CAM SCOPE OF WORK

	<p>near schools and whether they are interested in addressing the issue.</p> <p>Or develop and conduct an observational survey/walking tour survey of 10-15 tobacco retail stores to better understand and document how tobacco retailer proximity near schools impacts youth and the community.</p>		
Conduct Secondary Research	Gather and review what policies and/or research already exists related to the Healthy Stores for a Healthy Community Campaign, the Communities of Excellence needs assessment, and other information about the proximity of tobacco retailers near schools and how it impacts youth and the community.	1/1/20 – 3/31/20	Secondary Research Findings Report
Complete Progress Report	Complete a simple progress report that describes accomplishments, challenges, and technical assistance/support needs.	3/1/20 – 3/31/20	Progress Report

EXHIBIT A: CALIFORNIA HEALTH COLLABORATIVE 2019-2021 CAM SCOPE OF WORK

General Activity- Column 1	Specific Activities- 2	Timeline-3	Deliverable-4
Step 3: Analyze Diagnosis findings & Present Findings to Community			
<i>List General Activities here</i>	<i>For each General Activity list specific activities here</i>		
Analyze Findings	With technical assistance and training from the Tobacco Prevention Program, the Community Advocates will analyze the key findings from their primary research of their community diagnosis and draft a report.	04/1/20 – 5/31/20	Primary Research Diagnosis Report that includes research tools, data, and other relevant materials.
Conduct Community Presentation	Conduct a community presentation that presents the results of primary and secondary research and elicit feedback from community members whether the findings resonate with them.	6/1/20 – 6/30/20	Recorded Responses to Be Incorporated in Year 1 Final Report
Participate in Showcase	Collaborate with the Tobacco Prevention Program and the Multi-Unit Housing funded CAM Project to put on a Community Showcase. Each project will present their findings and highlight a few potential suggested actions.	6/1/20 – 6/30/20	Copies of Showcase Materials
Complete Year 1 Final Report	Develop a reflective summary of achievements in completing steps 1-3 as well as the status of building capacity of Community Advocates	7/1/20 – 7/31/20	Year 1 Final Report
Complete Community Advocates Post Survey	Ensure Community Advocates complete an exit survey created by the TPP that assesses their change in skills and knowledge relevant to Steps 1-3.	7/1/20 – 7/31/20	Date Survey was Completed Aggregated Data

EXHIBIT A: CALIFORNIA HEALTH COLLABORATIVE 2019-2021 CAM SCOPE OF WORK

General Activity- Column 1	Specific Activities- 2	Timeline-3	Deliverable-4
Step 4: Choose an Action and Develop & Implement Action Plan			
<i>List General Activities here</i>	<i>For each General Activity list specific activities here</i>		
Develop 6-Month Training Plan	Develop a six-month training plan and one-detailed sample workshop for Community Advocates.	8/1/20 – 8/31/20	Training Plan and Sample Workshop
Complete Community Advocates Pre- Survey	Ensure newly recruited Community Advocates complete the pre-survey created by the TPP that assesses their baseline knowledge and skills.	8/1/20 – 8/31/20	Date Survey was Completed Aggregated Data
Review Action Ideas and Rationale	Work with Community Advocates to develop 2-3 viable Actions based on agency’s research, key findings, and feedback from community with TPP mentor staff to examine viability.	9/1/20 – 9/30/20	Action Ideas and Rationale
Develop Key Messages	Work with the Community Advocates to develop at least three key messages, speaking points and arguments/counterarguments related to the proximity of tobacco retailers that can be used during presentations as well as, educational meetings with stakeholders and elected officials.	9/1/20 – 9/30/20	Developed Key Messages
Complete Midwest Academy Strategy Chart	Work with Community advocates to complete one Midwest Academy Strategy Chart (approximately 2-hours in length) to identify goals, constituents, allies, opponents, targets and tactics for the proposed policy change.	10/1/20 – 10/31/20	Completed Chart
Develop Community Action Plan	Based on the results of the community assessment, work with Community Advocates to develop a community action plan that focuses on how to educate the community and elected officials and to influence action regarding the proposed policy change. Action plan elements may include endorsement materials, model policy, awareness raising campaign, media advocacy, and presentations to community groups and elected officials.	10/1/20 – 10/31/20	Action Plan

EXHIBIT A: CALIFORNIA HEALTH COLLABORATIVE 2019-2021 CAM SCOPE OF WORK

Develop PowerPoint Presentation	Work with Community Advocates to develop one 30-minute PowerPoint Presentation for multiple target audiences to educate community members and local elected officials that includes the developed key messages, community assessment findings, and the proposed policy solution.	10/1/20 – 10/31/20	PowerPoint Presentation(s)
Develop Materials and Educational Packet	Work with Community Advocates to design and develop an educational packet to educate stakeholder groups, city staff, and elected officials. This may include the development of culturally appropriate fact sheets, infographics, etc. The packet will incorporate community assessment findings, HSHC data results and the proposed policy solution. Field test developed materials via public intercept surveys or a focus group to ensure that the intended audiences understand the materials.	10/1/20 – 10/31/20	Sample Educational Packets
Develop Stakeholder and Decision-Maker Engagement Plan	Work with Community Advocates to develop a stakeholder and decision-maker engagement plan to identify and list the key stakeholders and decision-makers that you will engage, how you will reach them, and delineate roles among your team.	10/1/20 – 10/31/20	Stakeholder and Decision-Maker Engagement Plan
Meet with Decision Makers and Staff	Work with Community Advocates to conduct a minimum of 5 individual educational presentations (at least 30 minutes in length) to Fresno County Board of Supervisors and/or county staff (e.g., the Sheriff, Public Works staff, County Administrative Officer) and conduct at least 1 educational presentation (3-20 minutes in length) to the entire Fresno County Board of Supervisors to educate about the community assessment findings, HSHC data results, and the proposed policy solution.	10/1/20 – 2/28/21	Educational Packets

EXHIBIT A: CALIFORNIA HEALTH COLLABORATIVE 2019-2021 CAM SCOPE OF WORK

<p>Conduct Community Education and Outreach</p>	<p>Work with advocates to conduct community outreach and education. This may include activities such as, educational presentations to community stakeholder groups, outreach at community events, town hall meetings, etc. to educate about the community assessment findings, HSHC data results and the proposed policy solution, and gather endorsements or resolutions if appropriate.</p>	<p>10/1/20 – 2/28/21</p>	<p>Copies of Endorsements or Resolutions Collected</p>
<p>Develop and Submit Earned Media</p>	<p>Work with Community Advocates to develop and participate in at least two unpaid media activities (news release, Opinion Editorial, Letter to the Editor, radio/television interviews, news conference, etc.)</p>	<p>11/1/20 – 2/28/21</p>	<p>Media Plan Developed Media Materials</p>
<p>Complete Action Plan Progress Report</p>	<p>Develop a progress report that reflects on progress of each Tactic in the Action Plan and successes and challenges over the last 6-months for both the capacity building of the Community Advocates and Step 4.</p>	<p>2/1/21 – 2/28/21</p>	<p>Mid-Year Progress Report</p>

EXHIBIT A: CALIFORNIA HEALTH COLLABORATIVE 2019-2021 CAM SCOPE OF WORK

General Activity- Column 1	Specific Activities- 2	Timeline-3	Deliverable-4
Step 5: Maintain and/or Enforce Action Plan			
<i>List General Activities here</i>	<i>For each General Activity list specific activities here</i>		
Develop Monitoring and Enforcement Plan	<p>Work with Community Advocates to develop a monitoring and enforcement plan for both goals of CAM: (1) to train and build capacity of Community Advocates and (2) to create policy-system-environmental change to improve the health of the community.</p> <p>If CAM policy Action is not achieved work with Community Advocates to identify who needs to be informed about their work, identify who might want to carry it on, and identify how they can package and closeout the project.</p>	3/1/21 – 3/31/21	Monitoring and Enforcement Plan
Participate in CAM Celebration	Collaborate with the Tobacco Prevention Program and the Multi-Unit Housing funded CAM Project to put on a Community Showcase. Each project will present their findings and highlight a few potential suggested actions.	4/1/21 – 4/30/21	Pictures or Copies of Celebration Materials
Complete Year 2 Final Report	Develop a reflective summary of achievements in completing steps 4-5 including: project’s monitoring and enforcement plan for both goals of CAM.	5/1/21 – 5/31/21	Year 2 Final Report
Complete Community Advocates Post-Survey	Ensure Community Advocates complete an exit survey created by the TPP that assesses their change in skills and knowledge relevant to Steps 4-5.	5/1/21 – 5/31/21	Date Survey was Completed

**Fresno County CAM Project
California Health Collaborative
2019-2020**

EXHIBIT B

PROGRAM EXPENSES NARRATIVE

Personnel Salaries, Payroll Taxes & Employee Benefits - Line Items 0001- 0002

The Project Director (PD) provides direct administration, supervision, and leadership to the program. Supervises the Program Coordinator, completes reports, supports evaluation activities, and assists with coordinating the activities of the project.

Salary: $\$3209 \times 5\% \text{ FTE} \times 22 \text{ PP} = \3529

Fringe: $\$3530 \times 22\% = \777

Total Salary & Fringe: \$4306

The Program Coordinator (PC) is the project liaison in the targeted Fresno County region. The PC works in conjunction with the PD on a daily basis and assists with coordinating volunteers and program participants, performing program assessments, development of program materials, supports program evaluation, and implementation of SOW activities.

Salary: $\$1875 \times 100\% \text{ FTE} \times 22 \text{ PP} = \41250

Fringe: $\$41250 \times 22\% = \9075

Total Salary & Fringe: \$50325

Fringe: Calculated at 22% of employee salaries, includes FICA/OASDI, State Unemployment - SUI, Medical/Health Benefits, Dental Benefits, Vision Benefits, Retirement Benefits, Worker's Compensation

Total: \$54631

Facilities/Equipment Expenses – Line Items 1010-1011

Rent: $150 \text{ sq ft} \times \$2.50 \text{ sq ft} \times 1.05 \text{ FTE} \times 11 \text{ months} = \4331

Equipment: Laptop and Projector to be used by the Program Coordinator and Community Advocates in completion of Scope of Work Activities. Laptop \$1500, 22 Inch Monitor \$220, Docking Station \$200, Computer Software \$250, Laptop Accessories \$153, Projector \$920 = \$3243

Total: \$7574

Operating Expenses - Line Items 1060-1079

Telephone and Computer Network: Communication expenses related to operating phones and internet to support Scope of Work activities. $\$100 \times 11 = \1100

Postage: Expenses for project mailings such as daily correspondence, invoices, mailings of educational information and materials, if requested by the community, and dissemination of evaluation findings. Costs vary month to month but average \$13-14 per month. $\$13-14 \text{ per month} \times 11 \text{ months} = \150

Printing/Coping: Expenses for printing of materials developed in approved Scope of Work activities, $\$250 \text{ per month} \times 12 \text{ months} = \3000

Office Supplies: General office supplies used by staff and community advocates in the completion of Scope of Work activities. $\$200 \text{ per month} \times 11 \text{ months} = \2200

Staff and Community Advocates Transportation: Local travel calculated at \$0.58 per mile for approximately 600 miles per month for travel to unincorporated Fresno County communities to conduct presentations, trainings, meetings with local community leaders, and meetings with Community Advocates. 650-655 miles per month x \$0.58 x 12 months= \$4176

Staff Training and Registration: \$1000 for 1-2 trainings for the Project Coordinator and at least 1 CAM Advocate to increase knowledge on tobacco related topics or community organizing.

Community Advocates Stipend: Stipends for 10 Community Advocates who participate in the Project x \$800 annually = \$8000

Food: Food and Refreshments for trainings and meetings with Community Advocates. \$50 per advocate x 10 advocates= \$500 + \$747 for Food and Refreshments for community presentations or other community gatherings= \$1247

Educational Materials: Materials used by CAM Advocates and the Project Coordinator to educate the community about the impact of tobacco in their community and to promote the CAM Project. Materials can include brochures, educational displays, posters, interactive displays, table cloth, polo shirts for the CAM advocates and Program Coordinator, canopy for use at community events, and other materials used in the education of the public. 600 x \$2 per brochure= \$1200; \$250 x 2-3 educational/interactive displays= \$500; \$300 x 1 table cloth= \$300; \$40 Polo Shirts x 11 (10 advocates/Coordinator)= \$440, \$900 x 1 canopy= \$900; Total= \$3340

Incentives: Incentives to be selected by CAM Advocates to foster participation in the community in CAM Activities (e.g. public opinion polls). CAM advocates will select and purchase gift cards in preparation for their data collection efforts. 185 Gift Cards x \$5= \$925

Total: \$25138

Financial Services Expenses – Line Items 1081-1082

External Audit: Estimated expenses for an external audit of the program \$246

Liability Insurance: Program share of liability insurance \$130

Total: \$376

Indirect Cost

Administrative expenses such as overhead accounting support and payroll services, utilities, building and equipment maintenance, janitorial services, insurances costs, and dues and subscriptions. \$87719 Total Direct Cost x 14% = \$12280

Total: \$12280

TOTAL PROGRAM EXPENSE: \$100,000

Fresno County CAM Program
California Health Collaborative
FY September 10, 2019- June 30, 2020

EXHIBIT B

Budget Categories - Line Item Description (Must be itemized)					
PERSONNEL SALARIES:		Annual Salary	% FTE¹	Benefit Rate²	Benefit Cost
0001	Project Coordinator	\$ 41,250	100.00%	22%	\$ 9,075
0002	Project Director	\$ 70,598	5%	22%	\$ 777
Sub-Total		\$ 44,779.90	1.1		\$ 9,852
SALARIES TOTAL					\$ 54,631
FACILITIES/EQUIPMENT EXPENSES:					
1010 Rent/Lease Building					\$4,331.00
1011 Equipment					\$3,243.00
FACILITY/EQUIPMENT TOTAL					\$7,574.00
OPERATING EXPENSES:					
1060 Telephone and Computer Network					\$1,100.00
1062 Postage					\$150.00
1063 Printing/Copying					\$3,000.00
1066 Office Supplies					\$2,199.80
1072 Staff and Community Advocates Transportation					\$4,176.00
1074 Staff Training/Registration					\$1,000.00
1076 Community Advocates Stipends					\$8,000.00
1077 Food					\$1,247.00
1078 Educational Materials					\$3,340.00
1079 Incentives					\$925.00
OPERATING EXPENSES TOTAL					\$25,137.80
FINANCIAL SERVICES EXPENSES:					
1081 External Audit					\$246.00
1082 Liability Insurance					\$130.00
FINANCIAL SERVICES TOTAL					\$376.00
TOTAL DIRECT COSTS					\$87,719.28
INDIRECT COSTS ³ Not to exceed 15% of total direct costs.					\$12,280.70
TOTAL PROGRAM EXPENSES YEAR 1 ⁴					\$100,000

**Fresno County CAM Program
California Health Collaborative
2020-2021**

EXHIBIT B

PROGRAM EXPENSES NARRATIVE

Personnel Salaries, Payroll Taxes & Employee Benefits - Line Items 0001- 0042

The Project Director (PD) provides direct administration, supervision, and leadership to the program. Supervises the Program Coordinator, completes reports, supports evaluation activities, and assists with coordinating the activities of the project.

Salary: $\$3305 \times 5\% \text{ FTE} \times 24 \text{ PP} = \3966

Fringe: $\$3966 \times 22\% = \873

Total Salary & Fringe: $\$4839$

The Program Coordinator (PC) is the project liaison in the targeted Fresno County region. The PC works in conjunction with the PD on a daily basis and assists with coordinating volunteers and program participants, performing program assessments, development of program materials, supports program evaluation, and implementation of SOW activities.

Salary: $\$2028 \times 100\% \text{ FTE} \times 24 \text{ PP} = \48672

Fringe: $\$48672 \times 22\% = \10708

Total Salary & Fringe: $\$59380$

Fringe: Calculated at 22% of employee salaries, includes FICA/OASDI, State Unemployment - SUI, Medical/Health Benefits, Dental Benefits, Vision Benefits, Retirement Benefits, Worker's Compensation

Total: $\$64,219$

Facilities/Equipment Expenses – Line Items 1010-1011

Rent: $150 \text{ sq ft} \times \$2.50 \text{ sq ft} \times 1.05 \text{ FTE} \times 12 \text{ months} = \4725

Equipment: No equipment related costs during Year 2 of the contract period.

Total: $\$4725$

Operating Expenses - Line Items 1060-1077

Telephone and Computer Network: Communication expenses related to operating phones and internet to support Scope of Work activities. $\$100 \times 12 = \1200

Postage: Expenses for project mailings such as daily correspondence, invoices, mailings of educational information and materials, if requested by the community, and dissemination of evaluation findings. Costs vary month to month but average $\$15$ per month. $\$15 \text{ per month} \times 12 \text{ months} = \180

Printing/Coping: Expenses for printing of materials developed in approved Scope of Work activities, $\$200 \text{ per month} \times 12 \text{ months} = \2400

Office Supplies: General office supplies used by staff and community advocates in the completion of Scope of Work activities. $\$200 \text{ per month} \times 12 \text{ months} = \2400

Staff and Community Advocates Transportation: Local travel calculated at $\$0.58$ per mile for approximately 600 miles per month for travel to unincorporated Fresno County communities to conduct presentations, trainings, meetings with local community leaders, and meetings with Community Advocates. $600 \text{ miles per month} \times \$0.58 \times 12 \text{ months} = \4176

Staff Training and Registration: \$600 for 1-2 trainings for the Project Coordinator and 1 CAM Advocate to increase knowledge on tobacco related topics or community organizing.

Community Advocates Stipend: Stipends for 10 Community Advocates who participate in the Project x \$800 annually = \$8000

Food: Food and Refreshments for trainings and meetings with Community Advocates. \$50 per advocate x 10 advocates= \$500 + \$510 for food and refreshments for community presentations= \$1010

Total: \$19966

Financial Services Expenses – Line Items 1081-1082

External Audit: Estimated expenses for an external audit of the program \$246

Liability Insurance: Program share of liability insurance \$130

Total: \$376

Special Expenses - Line Item 1090

Consultant (Network and Data Management): No costs associated with a Consultant for Year 2

Indirect Cost

Administrative expenses such as overhead accounting support and payroll services, utilities, building and equipment maintenance, janitorial services, insurances costs, and dues and subscriptions.\$89285.73

Total Direct Cost x 12% = \$10714

Total: \$10714

TOTAL PROGRAM EXPENSE: \$100,000

Fresno County CAM Program
CALIFORNIA HEALTH COLLABORATIVE
 FY July 1, 2020 - June 30, 2021

EXHIBIT B

Budget Categories - Line Item Description (Must be itemized)					
PERSONNEL SALARIES:		Annual Salary	% FTE¹	Benefit Rate²	Benefit Cost
0001	Project Coordinator	\$ 48,672	100.00%	22%	\$ 10,708
0002	Project Director	\$ 79,326	5%	22%	\$ 873
Sub-Total		\$ 52,638.30	1.1		\$ 11,580
SALARIES TOTAL					\$ 64,219
FACILITIES/EQUIPMENT EXPENSES:					
1010 Rent/Lease Building					\$4,725.00
1011 Rent/Lease Equipment					\$0.00
FACILITY/EQUIPMENT TOTAL					\$4,725.00
OPERATING EXPENSES:					
1060 Telephone					\$1,200.00
1062 Postage					\$180.00
1063 Printing/Copying					\$2,400.00
1066 Office Supplies					\$2,400.00
1072 Staff and Community Advocates Transportation					\$4,176.00
1074 Staff Training/Registration					\$600.00
1076 Community Advocates Stipends					\$8,000.00
1077 Food					\$1,010.00
OPERATING EXPENSES TOTAL					\$19,966.00
FINANCIAL SERVICES EXPENSES:					
1081 External Audit					\$246.00
1082 Liability Insurance					\$130.00
FINANCIAL SERVICES TOTAL					\$376.00
SPECIAL EXPENSES (Consultant/Etc.):					
1090 Consultant (Network & Data Management)					\$0.00
SPECIAL EXPENSES TOTAL					\$0.00
TOTAL DIRECT COSTS					\$89,285.73
INDIRECT COSTS ³ Not to exceed 15% of total direct costs.					\$10,714.29
TOTAL PROGRAM EXPENSES YEAR 2 ⁴					\$100,000

GTC 04/2017

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, 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 the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor 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, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor 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 performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis 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, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment 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, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

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

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions: 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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:	