AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of March, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and West Fresno Health Care Coalition d.b.a. West Fresno Family Resource Center, a California non-profit organization, whose address is 1802 E. California Ave., Fresno, CA, 93706, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, through its Department of Public Health (DPH), is in need of an independent contractor to be the lead agency in establishing a place-based Best Baby Zone project in the 93706 zip code entitled Fresno GROWS (Growing, Real Opportunities for West Fresno); and

WHEREAS, COUNTY, through its DPH, desires to enhance community engagement and linkage to perinatal support services for women and families in the 93706 zip code; and

WHEREAS, COUNTY, through its DPH, is responsible for passing-through funding from The Regents of the University of California to the lead agency of Fresno GROWS in order to leverage Federal Title XIX match funding; and

WHEREAS, CONTRACTOR, was selected by the funding agency, The Regents of the University of California, and Fresno GROWS collaborating agencies; DPH, First 5 Fresno County, Central Valley March of Dimes, and Fresno Economic Opportunities Commission; to be the lead agency of Fresno GROWS; and

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

WHEREAS, CONTRACTOR, is qualified and 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 prepare and provide time studies quarterly to COUNTY in order to receive leveraged federal funds. California's Department of Public Health's (CDPH) Maternal, Child and Adolescent Health (MCAH) program requires all personnel that are funded by Federal Title XIX funds to time study at least once per quarter.

2. OBLIGATIONS OF THE COUNTY

A. COUNTY, through its DPH, shall provide additional information regarding MCAH time studying to CONTRACTOR as needed.

3. TERM

The term of this Agreement shall be for a period of ten (10) months, commencing on September 1, 2019 through and including June 30, 2020. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The DPH Director or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

4. TERMINATION

- A. <u>Non-Allocation of Funds</u> The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice. Funding for these services is provided by The Regents of the University of California, through the UCSF, California Preterm Birth Initiative, and by Federal Title XIX (Catalog of Federal Domestic Assistance Number 93.778).
- B. <u>Breach of Contract</u> The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:
 - 1) An illegal or improper use of funds;
 - 2) A failure to comply with any term of this Agreement;
 - A substantially incorrect or incomplete report submitted to the COUNTY;
 - 4) Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach

of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

- C. <u>Without Cause</u> Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to terminate to CONTRACTOR.
- 5. <u>COMPENSATION/INVOICING</u>: COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as identified in Exhibit B, attached hereto and incorporated herein by this reference. CONTRACTOR shall submit monthly invoices in triplicate to the County of Fresno, Department of Public Health, Public Health Nursing Division, P.O. Box 11867, Fresno, CA 93775, Attention: Division Manager.

In no event shall services performed under this Agreement be in excess of One Hundred Forty Thousand, Eight Hundred Sixty-Six and No/100 Dollars (\$140,866) for the initial eleven (11) month period of this Agreement and One Hundred Forty-One Thousand, One Hundred Forty-Eight and No/100 Dollars (\$141,148) for each subsequent twelve (12) month period of this Agreement; not to exceed Four Hundred Twenty-Three Thousand, One Hundred Sixty-Two and No/100 Dollars (\$423,162) during the full term of this Agreement. It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

6. <u>INDEPENDENT CONTRACTOR:</u> In performance of the work, duties and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.

Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer

this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

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

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

- 7. <u>MODIFICATION</u>: Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.
- 8. <u>NON-ASSIGNMENT</u>: Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party.
- 9. <u>HOLD HARMLESS</u>: CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.
- 10. <u>INSURANCE</u>: Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. <u>Commercial General Liability</u>

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

B. Automobile Liability

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

C. <u>Professional Liability</u>

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

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

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

Additional Requirements Relating to Insurance

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

Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attention: Contracts Section – 6th Floor, stating that such insurance coverage

have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

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

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

- 12. <u>CONFIDENTIALITY</u>: All services performed by CONTRACTOR under this Agreement shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality.
- 13. <u>NON-DISCRIMINATION</u>: During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability,

 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of California and Federal statutes and regulation.

14. <u>SINGLE AUDIT CLAUSE</u>:

- A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit in accordance with the requirements of the Single Audit Standards as set forth in Office of Management and Budget (OMB) Title 2 of the Code of Federal Regulations, Chapter II, Part 200. CONTRACTOR shall submit said audit and management letter to COUNTY. The audit must include a statement of findings or a statement that there were no findings. If there were negative findings, CONTRACTOR must include a corrective action plan signed by an authorized individual. CONTRACTOR agrees to take action to correct any material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to COUNTY'S DPH Administration for review within nine (9) months of the end of any fiscal year in which funds were expended and/or received for the program. Failure to perform the requisite audit functions as required by this Agreement may result in COUNTY performing the necessary audit tasks, or at the COUNTY'S option, contracting with a public accountant to perform said audit, or, may result in the inability of COUNTY to enter into future agreements with CONTRACTOR.
- B. A single audit is not applicable if all CONTRACTOR'S Federal contracts do not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or CONTRACTOR'S federal funding is through Drug Medi-Cal.
- 15. <u>NOTICES</u>: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY
COUNTY OF FRESNO
Director, Department of Public Health
PO Box 11867
Fresno, CA 93775

CONTRACTOR

West Fresno Family Resource Center 1802 E California Ave Fresno, CA 93706

All notices between the COUNTY and CONTRACTOR provided for or permitted under this

Agreement must be in writing and delivered either by personal service, by first-class United States mail, by

an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by

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

16. <u>GOVERNING LAW</u>: Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

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

17. <u>DISCLOSURE OF SELF-DEALING TRANSACTIONS</u>: This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status to operate as a corporation.

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

18. <u>SEVERABILITY</u>: The positions of this Agreement are severable. The invalidity or

unenforceability of any one provision in the Agreement shall not affect the other provisions.

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

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2	first hereinabove written.	
3 4	CONTRACTOR: West Fresno Health Care Coalition DBA West Fresno Family Resource Center	COUNTY OF FRESNO:
5, 6 7 8	(Authorized signature)	Ernest Buddy Mendes, Chairman of the Board of Supervisors of the County of Fresno
9	Print Name & Title (Chairman of the Board, or President or Vice	
11	President)	ATTEST: Bernice E. Seidel Clerk of the Board of Supervisors
13 14	(Authorized Signature)	By:
15	yolanda Randles exemetive Direct	Deputy ()
17	(Corporation, or any Assistant Secretary, or Chief Financial Officer, or any Assistant Treasurer)	
19 20	1802 E. California Ave., Fresno, CA, 93706	
21	Mailing Address	
22		
23		
24		
25	FOR ACCOUNTING LISE ONLY	
262728	FOR ACCOUNTING USE ONLY: ORG No.: 56201706 Account No.: 7295 Fund/Subclass: 0001/10000	

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



West Fresno Family Resource Center

1802 E. California Avenue ♦ Fresno, CA 93706 ♦ (559) **R** ♦ (559) 497-5480 Fax <u>www.wfresnofrc.org</u> ♦ <u>EIN#: 77-0577093</u>

August 20, 2019

Statement of Work Between

West Fresno Health Care Coalition [(dba: West Family Resource Center (WFFRC)]
and

Fresno County Department of Public Health

West Fresno Family Resource Center (WFFRC) along with committed agency partners -- Co-lead, Fresno County Department of Public Health; University of California San Francisco Preterm Birth Initiative; March of Dimes; First 5 Fresno County; and Fresno Economic Opportunities Commission -- were selected by The National Organization of Urban Maternal and Child Health Leaders (Urban MCH) to be part of Cohort 4 Best Babies Zone. Specifically focus on four census tracts with the highest African American infant mortality rates (2, 7, 9.02 and 10) in the 93706 zip code in Southwest Fresno, Fresno GROWS BBZ will be led by an African American Leadership team that will build a movement of activated citizens committed to making Southwest Fresno a thriving and healthy community for all families. Establishing a Best Babies Zone in Southwest Fresno offers the opportunity to join a learning collaborative of multiple zones that have successfully pursued several strategies such as community markets to share lessons learned and inform the implementation of innovative strategies locally. This effort aims to also strengthen the community's data collection surrounding pre-term births across the 93706-zip code.

The Fresno GROWS project will advance the following planning objectives:

- 1. Conduct start-up activities including: hiring Zone-dedicated staff (Program Manager), convening monthly Partners table meetings, generating MOUs and communications plans to support Zone activities;
- 2. Develop a community engagement implementation strategy;
- 3. Host three Fresno GROWS community wisdom gatherings at the WFFRC to determine Zone activity priorities using a mixed methods approach;
- 4. Host a voter engagement activity to support building social capital;
- 5. Launch a pilot of the first community-generated intervention (e.g., a community swap-meet, market, etc.).

TASKS:

As a co-lead, West Fresno Family Resource Center will be responsible for:

≺Hiring and hosting dedicated staff, including Program Manager responsible for:

- day to day management of Fresno GROWS activities;
- development and monitoring of budgets, workplans and contracts for Fresno GROWS;
- serving as a key point person for Fresno GROWS in Southwest Fresno and with Key Partners;
- supporting and implementing development of Fresno GROWS community development activities and convenings.
- ✓ Serving as key leader for the community based backbone;
- ≺Facilitating Fresno GROWS process among the team members;
- ≺Recruiting residents and engaging them in determining Fresno GROWS priorities;
- ≺Hosting three Fresno GROWS community wisdom gatherings at WFFRC;
- ∠Assisting in guiding the vision and strategy for Fresno GROWS;

CA-0146461 UCSF PI: Quin Hussey ≺Leading in development and implementation of expanded programming based on community input;
≺Committing to travel to events and participate in scheduled calls, learning sessions and evaluation activities.

BUDGET SUMMARY FY 2019-20

ORGANIZATION: Department of Public Health

PROJECT/SERVICES: Best Babies Zone project - Fresno GROWS

(Growing Real Opportunities for West Fresno)

CONTRACT PERIOD: September 1, 2019 - June 30, 2020

			Sou	ırce	
Budget Categories	Total Amount	1	UCSF-PTBi		Title XIX
Personnel					
Personnel Salaries	\$ 81,100	\$	54,400	\$	26,700
Benefits	\$ 20,275	\$	13,600	\$	6,675
Taxes	\$ 7,299	\$	4,896	\$	2,403
Total Personnel	\$ 108,674	\$	72,896	\$	35,778
Services and Supplies					
Operational/Supplies	\$ 3,000	\$	3,000	\$	-
Training/Travel	\$ 1,951	\$	1,307	\$	644
Materials for Wisdom Gatherings	\$ 4,435	\$	3,450	\$	985
Total Services and Supplies	\$ 9,386	\$	7,757	\$	1,629
Subcontracts					
Local Champion - stategic planning &					
community engagement	\$ 10,000	\$	10,000	\$	-
Total Subcontracts	\$ 10,000	\$	10,000	\$	-
Subtotal	\$ 128,060	\$	90,653	\$	37,407
Indirect Costs (10%)	\$ 12,806	\$	9,065	\$	3,741
Total Appropriations	\$ 140,866	\$	99,718	\$	41,148

BUDGET SUMMARY FY 2020-21

ORGANIZATION: Department of Public Health

PROJECT/SERVICES: Best Babies Zone project - Fresno GROWS

(Growing Real Opportunities for West Fresno)

CONTRACT PERIOD: July 1, 2020 - June 30, 2021

			Source			
Budget Categories		Total Amount		UCSF-PTBi		Title XIX
Personnel						
Personnel Salaries	\$	81,100	\$	54,400	\$	26,700
Benefits	\$	20,275	\$	13,600	\$	6,675
Taxes	\$	7,299	\$	4,896	\$	2,403
Total Personnel	\$	108,674	\$	72,896	\$	35,778
Services and Supplies						
Operational/Supplies	\$	1,000	\$	1,000	\$	-
Training/Travel	\$	1,951	\$	1,307	\$	644
Materials for Wisdom Gatherings	\$	4,435	\$	3,450	\$	985
Total Services and Supplies	\$	7,386	\$	5,757	\$	1,629
Subcontracts						
Local Champion - stategic planning &						
community engagement	\$	12,256	\$	12,256	\$	-
Total Subcontracts	\$	12,256	\$	12,256	\$	-
Subtotal	\$	128,316	\$	90,909	\$	37,407
Indirect Costs (10%)	\$	12,832	\$	9,091	\$	3,741
Total Appropriations	\$	141,148	\$	100,000	\$	41,148

BUDGET SUMMARY FY 2021-22

ORGANIZATION: Department of Public Health

PROJECT/SERVICES: Best Babies Zone project - Fresno GROWS

(Growing Real Opportunities for West Fresno)

CONTRACT PERIOD: July 1, 2021 - June 30, 2022

			Source			
Budget Categories		Total Amount		UCSF-PTBi		Title XIX
Personnel						
Personnel Salaries	\$	81,100	\$	54,400	\$	26,700
Benefits	\$	20,275	\$	13,600	\$	6,675
Taxes	\$	7,299	\$	4,896	\$	2,403
Total Personnel	\$	108,674	\$	72,896	\$	35,778
Services and Supplies						
Operational/Supplies	\$	1,000	\$	1,000	\$	-
Training/Travel	\$	1,951	\$	1,307	\$	644
Materials for Wisdom Gatherings	\$	4,435	\$	3,450	\$	985
Total Services and Supplies	\$	7,386	\$	5,757	\$	1,629
Subcontracts						
Local Champion - stategic planning &						
community engagement	\$	12,256	\$	12,256	\$	-
Total Subcontracts	\$	12,256	\$	12,256	\$	-
Subtotal	\$	128,316	\$	90,909	\$	37,407
Indirect Costs (10%)	\$	12,832	\$	9,091	\$	3,741
Total Appropriations	\$	141,148	\$	100,000	\$	41,148

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) Disclosu	re (Please describe the nature of the self-dea	ling transac	ction you are a party to):					
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):								
(=) A								
	ed Signature	Date						
Signature:		Date:						
	1							