

A G R E E M E N T

THIS AGREEMENT ("Agreement") is made and entered into this 14th day of Dec., 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Fresno Metropolitan Ministry, a California non-profit organization, whose address is 3845 N. Clark St. Suite 101, Fresno, California 93726, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, through its Department of Public Health, is in need of community health outreach and support services related to the COVID-19 pandemic to address the needs of COUNTY's vulnerable populations including disabled, special needs, hearing impaired, vision impaired, immigrants and refugees, agricultural and food process workers, other essential workers and people of color; and

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

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

WHEREAS, CONTRACTOR, has provided COVID recovery in providing crisis counseling and other necessary support to COUNTY's vulnerable population affected by the pandemic; and

WHEREAS, CONTRACTOR, has the ability to execute and oversee subcontracts with multiple local community benefit organizations skilled in the provision of such services and possessing unique community ties to vulnerable population groups to advance health equity throughout the pandemic.

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.

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

4 C. CONTRACTOR shall notify COUNTY within one (1) business day upon receiving
5 media requests for interviews or information.

6 D. CONTRACTOR shall require its subcontractors pursuant to this Agreement to
7 indemnify the COUNTY as set forth in the first paragraph of section nine (9); to carry insurance, naming
8 the County of Fresno as additional insured and provide a waiver of subrogation for workers'
9 compensation as set forth in section ten (10), including and not limited to the additional requirements
10 relating to insurance requirements of this Agreement; to comply with the invoicing and documentation
11 provisions, as set forth in section five (5) of this Agreement; to pay back to COUNTY advance payments
12 deemed in excess of actual costs, as determined by the COUNTY; to comply with the Audits and
13 Inspections provisions, as set forth in section thirteen (13) of this Agreement; to comply with the Single
14 Audit Clause provisions, as set forth in section fourteen (14) of this Agreement; to comply with the
15 Health Insurance Portability and Accountability Act provisions, as set forth in section fifteen (15) of this
16 Agreement; to comply with the Data Security provisions, as set forth in section sixteen (16) of this
17 Agreement; to comply with the Non-Discrimination provisions, as set forth in section seventeen (17) of
18 this Agreement; and to comply with the Certification Regarding Debarment, Suspension, Ineligibility and
19 Voluntary Exclusion-Lower Tier Covered Transaction provisions, the Property of County provisions, the
20 Prohibition on Publicity, the Conflict of Interest provisions, and Lobbying Activity provisions, as set forth
21 in section nineteen (19), twenty (20), twenty-one (21), twenty-two (22), and twenty-four (24) of this
22 Agreement.

23 2. OBLIGATIONS OF THE COUNTY

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

27 B. COUNTY shall collaborate on media communications and public messages to
28 ensure cohesive, unified messaging.

1 C. COUNTY shall review and approve all survey and assessment tools developed
2 for use among the public. All data collected or developed during the performance of this Agreement
3 shall be owned by COUNTY, however CONTRACTOR may retain copies of all data. COUNTY shall
4 review and approve publications of data prior to public release to ensure data integrity and
5 confidentiality.

6 3. TERM

7 The term of this Agreement shall commence upon execution and be for a period through
8 and including July 31, 2023. This Agreement may be extended for two (2) additional consecutive twelve
9 (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of
10 the next twelve (12) month extension period. The Director or his or her designee is authorized to execute
11 such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

12 4. TERMINATION

13 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
14 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
15 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
16 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice. Funding for
17 these services is provided by one or more of the following funding sources: the Immunization Cooperative
18 Agreement (CFDA 93.268), Epidemiology and Lab Capacity for Infection Disease (ELC) Enhancing
19 Detection through Coronavirus Response and Relief (CRR) Supplemental Funds (CFDA 93.323), and/or
20 other funding made available through legislation. Additional federal, state, or local funding may be made
21 available.

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

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

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

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

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

10 5. COMPENSATION/INVOICING:

11 A. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
12 compensation at the rates as identified in Exhibit B, attached hereto and incorporated herein by this
13 reference. CONTRACTOR shall submit monthly invoices in triplicate by the thirtieth (30th) working day of
14 each month for prior month's services using a template to be provided by COUNTY with full appropriate
15 supporting documentation (e.g., activity logs, receipts, invoices) to the County of Fresno, Department of
16 Public Health, COVID Response, P.O. Box 11867, Fresno, CA 93775, Attention: Community Outreach
17 Program Manager.

18 B. In no event shall services performed under this Agreement by CONTRACTOR be in
19 excess of Seven Million Two Hundred Twelve Thousand Nine Hundred Seventy-Six and No/100 Dollars
20 (\$7,212,976) during the term of this Agreement. It is understood that all expenses incidental to
21 CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

22 C. CONTRACTOR may request an advance payment of up to 25% of the maximum
23 compensation. CONTRACTOR shall reconcile the advance payment with full, appropriate supporting
24 documentation for all expenses incurred. The Director of his or her designee may make a determination of
25 an appropriate date of reconciling the main advance payment funds.

26 D. Notwithstanding the above, payments made by COUNTY shall be in arrears, for
27 services provided during the preceding month, within forty-five (45) days after receipt and verification of
28 CONTRACTOR's invoices by COUNTY's Department of Public Health. Invoice verification shall consist of:

1 review of supporting documentation for all expenditures, which may include but not limited to timesheets,
2 receipts, mileage records, quarantine support records, and subcontractor invoices including all like
3 supporting documentation; documentation is compliant with Section 12 of this Agreement; line item totals
4 detail in Exhibit B attached hereto have not been over-expended; indirect costs have been correctly
5 calculated; and the required invoice template has been submitted.

6 E. CONTRACTOR shall submit quarterly qualitative reports on a template to be
7 provided by COUNTY in accordance with the scope of work attached hereto as Exhibit A. CONTRACTOR
8 shall submit quarterly reports by the thirtieth (30th) working day following the three month's services.

9 F. CONTRACTOR shall submit monthly quantitative reports with key metrics (e.g.,
10 number of people receiving education and outreach, number of vaccine/testing events supported, number
11 of vaccine/testing events hosted) using the REDCap database or a system agreed by the COUNTY no later
12 than receipt of the monthly invoice. COUNTY shall withhold ten percent (10%) of the CONTRACTOR's
13 invoiced amount when monthly metric reports are not completed.

14 CONTRACTOR's monthly invoice shall demonstrate a ten percent (10%) withholding from
15 subcontractors when monthly metric reports are not completed by the subcontractors or CONTRACTOR.
16 COUNTY will assess each invoice and determine if the ten percent (10%) withholding will be applied to
17 subcontractor level costs and/or to CONTRACTOR's total invoiced amount. Upon completion of the
18 monthly report, COUNTY shall pay CONTRACTOR the withheld amount.

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

28 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and

1 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

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

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

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

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

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

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

27 10. INSURANCE

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

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

4 A. Commercial General Liability

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

10 B. Automobile Liability

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

14 C. Professional Liability

15 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
16 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
17 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. CONTRACTOR
18 agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years
19 following the termination of this Agreement, one or more policies of professional liability insurance with
20 limits of coverage as specified herein.

21 D. Worker's Compensation

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

24 E. Molestation

25 Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars
26 (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be
27 issued on a per occurrence basis.

28 F. Cyber Liability

1 Cyber Liability Insurance, within limits not less than \$2,000,000 per occurrence or claim,
2 \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is
3 undertaken by CONTRACTOR in this Agreement and shall include, but not limited to, claims involving
4 infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade
5 dress, invasion of privacy violations, information theft, damage to or destruction of electronic information,
6 release of private information, alteration of electronic information, extortion and network security. The policy
7 shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit
8 monitoring expenses with limits sufficient to respond.

9 Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breaches,
10 which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) breach of any of
11 the CONTRACTOR's obligations under Section One (1) of this Agreement; (iii) infringement of intellectual
12 property, including but not limited to infringement of copyright, trademark, and trade dress; (iv) invasion of
13 privacy, including release of private information; (v) information theft; (vi) damage to or destruction or
14 alteration of electronic information; (vii) extortion related to the CONTRACTOR's obligations under this
15 Agreement regarding electronic information, including Personal Information; (viii) network security; (ix) data
16 breach response costs, including Security Breach response costs; (x) regulatory fines and penalties related
17 to the CONTRACTOR's obligations under this Agreement regarding electronic information, including
18 Personal Information; and (xi) credit monitoring expenses.

19 G. Technology Professional Liability (Errors and Omissions)

20 Technology professional liability (errors and omissions) insurance with limit of not less than
21 Two Million Dollars (\$2,000,000) per occurrence. Coverage must encompass all of the CONTRACTOR's
22 obligations under this Agreement, including but not limited to claims involving Cyber Risks.

23 Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breaches,
24 which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) breach of any of
25 the CONTRACTOR's obligations under Section One (1) of this Agreement; (iii) infringement of intellectual
26 property, including but not limited to infringement of copyright, trademark, and trade dress; (iv) invasion of
27 privacy, including release of private information; (v) information theft; (vi) damage to or destruction or
28 alteration of electronic information; (vii) extortion related to the CONTRACTOR's obligations under this

1 Agreement regarding electronic information, including Personal Information; (viii) network security; (ix) data
2 breach response costs, including Security Breach response costs; (x) regulatory fines and penalties related
3 to the CONTRACTOR's obligations under this Agreement regarding electronic information, including
4 Personal Information; and (xi) credit monitoring expenses.

5 Additional Requirements Relating to Insurance

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

13 CONTRACTOR hereby waive its rights to recover from COUNTY, its officers, agents, and
14 employees any amounts paid by the policy of worker's compensation insurance required by this
15 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
16 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
17 this paragraph is effective whether or not CONTRACTOR and subcontractor obtains such an endorsement.

18 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
19 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
20 foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will
21 administer this contract), stating that such insurance coverage have been obtained and are in full force; that
22 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
23 policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover
24 from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and
25 that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance
26 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional
27 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for
28 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained

1 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance
2 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed
3 without a minimum of thirty (30) days advance, written notice given to COUNTY.

4 CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the
5 requirements stated herein, and the CONTRACTOR shall ensure that the COUNTY is an additional insured
6 on insurance required from subcontractors. In the event CONTRACTOR fails to keep in effect at all times
7 insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have,
8 suspend or terminate this Agreement upon the occurrence of such event.

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

12 11. STATE ENERGY CONSERVATION: CONTRACTOR must comply with the mandatory
13 standard and policies relating to energy efficiency, which are contained in the State Energy Conservation
14 Plan issued in compliance with 42 United States (US) Code sections 6321, et. seq.

15 12. CLEAN AIR AND WATER: In the event the funding under this Agreement exceeds One
16 Hundred thousand and No/100 Dollars (\$100,00), CONTRACTOR shall comply with all applicable
17 standards, orders or requirements issued under the Clean Air Act contained in 42 U.S. Code 7601 et seq;
18 the Clean Water Act contained in U.S. Code 1368 et seq; and any standards, laws and regulations,
19 promulgated thereunder. Under these laws and regulations, CONTRACTOR shall assure:

- 20 A. No facility shall be utilized in the performance of the Agreement that has been listed on
21 the Environmental Protection Agency (EPA) list of Violating on the Facilities;
- 22 B. COUNTY shall be notified prior to execution of this Agreement of the receipt of any
23 communication from the Director, Office of Federal Activities, U.S. EPA indicating that a
24 facility to be utilized in the performance of this Agreement is under consideration of be
25 listed on the EPA list of Violating Facilities;
- 26 C. COUNTY and U.S. EPA shall be notified about any known violation of the above laws
27 and regulations; and,
- 28 D. This assurance shall be included in every nonexempt subgrant, contract, or subcontract.

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

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

9 14. SINGLE AUDIT CLAUSE:

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

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

26 15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

27 A. The parties to this Agreement shall be in strict conformance with all applicable
28 Federal and State of California laws and regulations, including but not limited to Sections 5328, 10850,

1 and 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and 431.300 *et seq.* of Title 42,
2 Code of Federal Regulations (CFR), Section 56 *et seq.* of the California Civil Code and the Health
3 Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 D *et seq.* of
4 Title 42, United States Code (USC) and its implementing regulations, including, but not limited to Title 45,
5 CFR, Sections 160, 162, and 164, The Health Information Technology for Economic and Clinical Health
6 Act (HITECH) regarding the confidentiality and security of patient information, and the Genetic Information
7 Nondiscrimination Act (GINA) of 2008 regarding the confidentiality of genetic information.

8 Except as otherwise provided in this Agreement, CONTRACTOR, as a Business
9 Associate of COUNTY, may use or disclose Protected Health Information (PHI) to perform functions,
10 activities or services for or on behalf of COUNTY, as specified in this Agreement, provided that such use
11 or disclosure shall not violate the Health Insurance Portability and Accountability Act (HIPAA), USC 1320d
12 *et seq.* The uses and disclosures of PHI may not be more expansive than those applicable to COUNTY,
13 as the “Covered Entity” under the HIPAA Privacy Rule (45 CFR 164.500 *et seq.*), except as authorized for
14 management, administrative or legal responsibilities of the Business Associate.

15 B. CONTRACTOR, including its subcontractors and employees, shall protect, from
16 unauthorized access, use, or disclosure of names and other identifying information, including genetic
17 information, concerning persons receiving services pursuant to this Agreement, except where permitted in
18 order to carry out data aggregation purposes for health care operations [45 CFR Sections 164.504
19 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i)] This pertains to any and all persons receiving services
20 pursuant to a COUNTY funded program. This requirement applies to electronic PHI. CONTRACTOR
21 shall not use such identifying information or genetic information for any purpose other than carrying out
22 CONTRACTOR’S obligations under this Agreement.

23 C. CONTRACTOR, including its subcontractors and employees, shall not disclose any
24 such identifying information or genetic information to any person or entity, except as otherwise specifically
25 permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164 or other law, required by the
26 Secretary, or authorized by the client/patient in writing. In using or disclosing PHI that is permitted by this
27 Agreement or authorized by law, CONTRACTOR shall make reasonable efforts to limit PHI to the
28 minimum necessary to accomplish intended purpose of use, disclosure or request.

1 D. For purposes of the above sections, identifying information shall include, but not be
2 limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such
3 as finger or voice print, or photograph.

4 E. For purposes of the above sections, genetic information shall include genetic tests of
5 family members of an individual or individual, manifestation of disease or disorder of family members of an
6 individual, or any request for or receipt of, genetic services by individual or family members. Family
7 member means a dependent or any person who is first, second, third, or fourth degree relative.

8 F. CONTRACTOR shall provide access, at the request of COUNTY, and in the time
9 and manner designated by COUNTY, to PHI in a designated record set (as defined in 45 CFR Section
10 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR Section 164.524
11 regarding access by individuals to their PHI. With respect to individual requests, access shall be
12 provided within thirty (30) days from request. Access may be extended if CONTRACTOR cannot
13 provide access and provides individual with the reasons for the delay and the date when access may
14 be granted. PHI shall be provided in the form and format requested by the individual or COUNTY.

15 CONTRACTOR shall make any amendment(s) to PHI in a designated record set
16 at the request of COUNTY or individual, and in the time and manner designated by COUNTY in
17 accordance with 45 CFR Section 164.526.

18 CONTRACTOR shall provide to COUNTY or to an individual, in a time and
19 manner designated by COUNTY, information collected in accordance with 45 CFR Section 164.528, to
20 permit COUNTY to respond to a request by the individual for an accounting of disclosures of PHI in
21 accordance with 45 CFR Section 164.528.

22 G. CONTRACTOR shall report to COUNTY, in writing, any knowledge or reasonable
23 belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of
24 unsecured PHI not permitted by this Agreement of which it becomes aware, immediately and without
25 reasonable delay and in no case later than two (2) business days of discovery. Immediate notification
26 shall be made to COUNTY's Information Security Officer and Privacy Officer and COUNTY's DPH HIPAA
27 Representative, within two (2) business days of discovery. The notification shall include, to the extent
28 possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to

1 have been, accessed, acquired, used, disclosed, or breached. CONTRACTOR shall take prompt
2 corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure
3 required by applicable Federal and State Laws and regulations. CONTRACTOR shall investigate such
4 breach and is responsible for all notifications required by law and regulation or deemed necessary by
5 COUNTY and shall provide a written report of the investigation and reporting required to COUNTY's
6 Information Security Officer and Privacy Officer and COUNTY's DPH HIPAA Representative. This written
7 investigation and description of any reporting necessary shall be postmarked within the thirty (30) working
8 days of the discovery of the breach to the addresses below:

9 County of Fresno
10 Dept. of Public Health
11 HIPAA Representative
12 (559) 600-6439
13 P.O. Box 11867
14 Fresno, CA 93775

County of Fresno
Dept. of Public Health
Privacy Officer
(559) 600-6405
P.O. Box 11867
Fresno, CA 93775

County of Fresno
Information Technology Services
Information Security Officer
(559) 600-5800
333 W. Pontiac Way
Clovis, CA 93612

13 H. CONTRACTOR shall make their internal practices, books, and records relating to
14 the use and disclosure of PHI received from COUNTY, or created or received by the CONTRACTOR on
15 behalf of COUNTY, in compliance with HIPAA's Privacy Rule, including, but not limited to the
16 requirements set forth in Title 45, CFR, Sections 160 and 164. CONTRACTOR shall make its internal
17 practices, books, and records relating to the use and disclosure of PHI received from COUNTY, or created
18 or received by the CONTRACTOR on behalf of COUNTY, available to the United States Department of
19 Health and Human Services (Secretary) upon demand.

20 CONTRACTOR shall cooperate with the compliance and investigation reviews
21 conducted by the Secretary. PHI access to the Secretary must be provided during the CONTRACTOR'S
22 normal business hours, however, upon exigent circumstances access at any time must be granted. Upon
23 the Secretary's compliance or investigation review, if PHI is unavailable to CONTRACTOR and in
24 possession of a Subcontractor, it must certify efforts to obtain the information to the Secretary.

25 I. Safeguards

26 CONTRACTOR shall implement administrative, physical, and technical safeguards
27 as required by the HIPAA Security Rule, Subpart C of 45 CFR 164, that reasonably and appropriately
28

1 protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates,
2 receives, maintains, or transmits on behalf of COUNTY and to prevent unauthorized access, viewing, use,
3 disclosure, or breach of PHI other than as provided for by this Agreement. CONTRACTOR shall conduct
4 an accurate and thorough assessment of the potential risks and vulnerabilities to the confidential, integrity
5 and availability of electronic PHI. CONTRACTOR shall develop and maintain a written information privacy
6 and security program that includes administrative, technical, and physical safeguards appropriate to the
7 size and complexity of CONTRACTOR'S operations and the nature and scope of its activities. Upon
8 COUNTY's request, CONTRACTOR shall provide COUNTY with information concerning such safeguards.

9 CONTRACTOR shall implement strong access controls and other security
10 safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g.,
11 PHI) or sensitive data to authorized users only. Said safeguards and precautions shall include the
12 following administrative and technical password controls for all systems used to process or store
13 confidential, personal, or sensitive data:

14 1. Passwords must not be:

15 a. Shared or written down where they are accessible or recognizable
16 by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;

17 b. A dictionary word; or

18 c. Stored in clear text

19 2. Passwords must be:

20 a. Eight (8) characters or more in length;

21 b. Changed every ninety (90) days;

22 c. Changed immediately if revealed or compromised; and

23 d. Composed of characters from at least three (3) of the following four

24 (4) groups from the standard keyboard:

25 1) Upper case letters (A-Z);

26 2) Lowercase letters (a-z);

27 3) Arabic numerals (0 through 9); and

28 4) Non-alphanumeric characters (punctuation symbols).

1 CONTRACTOR shall implement the following security controls on each
2 workstation or portable computing device (e.g., laptop computer) containing confidential,
3 personal, or sensitive data:

- 4 1. Network-based firewall and/or personal firewall;
- 5 2. Continuously updated anti-virus software; and
- 6 3. Patch management process including installation of all operating
7 system/software vendor security patches.

8 CONTRACTOR shall utilize a commercial encryption solution that has received
9 FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable
10 electronic media (including, but not limited to, compact disks and thumb drives) and on portable
11 computing devices (including, but not limited to, laptop and notebook computers).

12 CONTRACTOR shall not transmit confidential, personal, or sensitive data via e-
13 mail or other internet transport protocol unless the data is encrypted by a solution that has been
14 validated by the National Institute of Standards and Technology (NIST) as conforming to the Advanced
15 Encryption Standard (AES) Algorithm. CONTRACTOR must apply appropriate sanctions against its
16 employees who fail to comply with these safeguards. CONTRACTOR must adopt procedures for
17 terminating access to PHI when employment of employee ends.

18 J. Mitigation of Harmful Effects

19 CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that is
20 suspected or known to CONTRACTOR of an unauthorized access, viewing, use, disclosure, or breach
21 of PHI by CONTRACTOR or its subcontractors in violation of the requirements of these provisions.
22 CONTRACTOR must document suspected or known harmful effects and the outcome.

23 K. CONTRACTOR'S Subcontractors

24 CONTRACTOR shall ensure that any of their contractors, including
25 subcontractors, if applicable, to whom CONTRACTOR provide PHI received from or created or
26 received by CONTRACTOR on behalf of COUNTY, agree to the same restrictions, safeguards, and
27 conditions that apply to CONTRACTOR with respect to such PHI and to incorporate, when applicable,
28 the relevant provisions of these provisions into each subcontract or sub-award to such agents or

1 subcontractors.

2 L. Employee Training and Discipline

3 CONTRACTOR shall train and use reasonable measures to ensure compliance
4 with the requirements of these provisions by employees who assist in the performance of functions or
5 activities on behalf of COUNTY under this Agreement and use or disclose PHI and discipline such
6 employees who intentionally violate any provisions of these provisions, including termination of
7 employment.

8 M. Termination for Cause

9 Upon COUNTY's knowledge of a material breach of these provisions by a
10 CONTRACTOR, COUNTY shall either:

11 1. Provide an opportunity for the CONTRACTOR to cure the breach or end
12 the violation and terminate this Agreement if CONTRACTOR does not cure the breach or end the
13 violation within the time specified by COUNTY; or

14 2. Immediately terminate this Agreement if a CONTRACTOR has breached a
15 material term of these provisions and cure is not possible.

16 3. If neither cure nor termination is feasible, the COUNTY's Privacy Officer
17 shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

18 N. Judicial or Administrative Proceedings

19 COUNTY may terminate this Agreement in accordance with the terms and
20 conditions of this Agreement as written hereinabove, if: (1) a CONTRACTOR is found guilty in a
21 criminal proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) a
22 finding or stipulation that a CONTRACTOR has violated a privacy or security standard or requirement
23 of the HITECH Act, HIPAA or other security or privacy laws in an administrative or civil proceeding in
24 which the CONTRACTOR is a party.

25 O. Effect of Termination

26 Upon termination or expiration of this Agreement for any reason, CONTRACTOR
27 shall return or destroy all PHI received from COUNTY (or created or received by CONTRACTOR on
28 behalf of COUNTY) that CONTRACTOR still maintains in any form, and shall retain no copies of such

1 PHI. If return or destruction of PHI is not feasible, it shall continue to extend the protections of these
2 provisions to such information, and limit further use of such PHI to those purposes that make the return
3 or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of
4 subcontractors or agents, if applicable, of CONTRACTOR. If CONTRACTOR destroy the PHI data, a
5 certification of date and time of destruction shall be provided to the COUNTY by CONTRACTOR.

6 P. Disclaimer

7 COUNTY makes no warranty or representation that compliance by
8 CONTRACTOR with these provisions, the HITECH Act, HIPAA or the HIPAA regulations will be
9 adequate or satisfactory for CONTRACTOR'S own purposes or that any information in
10 CONTRACTOR'S possession or control, or transmitted or received by CONTRACTOR, is or will be
11 secure from unauthorized access, viewing, use, disclosure, or breach. CONTRACTOR are solely
12 responsible for all decisions made by CONTRACTOR regarding the safeguarding of PHI.

13 Q. Amendment

14 The parties acknowledge that Federal and State laws relating to electronic data
15 security and privacy are rapidly evolving and that amendment of these provisions may be required to
16 provide for procedures to ensure compliance with such developments. The parties specifically agree to
17 take such action as is necessary to amend this agreement in order to implement the standards and
18 requirements of HIPAA, the HIPAA regulations, the HITECH Act and other applicable laws relating to
19 the security or privacy of PHI. COUNTY may terminate this Agreement upon thirty (30) days written
20 notice in the event that CONTRACTOR do not enter into an amendment providing assurances
21 regarding the safeguarding of PHI that COUNTY in its sole discretion, deems sufficient to satisfy the
22 standards and requirements of HIPAA, the HIPAA regulations and the HITECH Act.

23 R. No Third-Party Beneficiaries

24 Nothing express or implied in the terms and conditions of these provisions is
25 intended to confer, nor shall anything herein confer, upon any person other than COUNTY or
26 CONTRACTOR and their respective successors or assignees, any rights, remedies, obligations or
27 liabilities whatsoever.

28 S. Interpretation

1 The terms and conditions in these provisions shall be interpreted as broadly as
2 necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The
3 parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved in
4 favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

5 T. Regulatory References

6 A reference in the terms and conditions of these provisions to a section in the
7 HIPAA regulations means the section as in effect or as amended.

8 U. Survival

9 The respective rights and obligations of CONTRACTOR as stated in this Section
10 shall survive the termination or expiration of this Agreement.

11 V. No Waiver of Obligations

12 No change, waiver or discharge of any liability or obligation hereunder on any one
13 or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or
14 shall prohibit enforcement of any obligation on any other occasion.

15 W. Public Health Exception Extended

16 1. The HIPAA Privacy Rule creates a special rule for a subset of public
17 health activities whereby HIPAA cannot preempt state law if, “[t]he provision of state law, including
18 state procedures established under such law, as applicable, provides for the reporting of disease or
19 injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or
20 intervention.” (45 C.F.R. § 160.203(c) [HITECH Act, § 13421, sub. (a)].);

21 2. To the extent a disclosure or use of information received under this
22 agreement may also be considered a disclosure or use of “Protected Health Information” (PHI) of an
23 individual, as that term is defined in Section 160.103 of Title 45, Code of Federal Regulations, the
24 following Privacy Rule provisions apply to permit such data disclosure and/or use by COUNTY and
25 CONTRACTOR, without the consent or authorization of the individual who is the subject of the PHI:

26 a) HIPAA cannot preempt state law if, “[t]he provision of state law, including
27 state procedures established under such law, as applicable, provides for the reporting of disease or
28 injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or

1 intervention.” (45 C.F.R. § 160.203(c) [HITECH Act, § 13421, sub. (a)].);

2 b) A covered entity may disclose PHI to a “public health authority” carrying
3 out public health activities authorized by law; (45 C.F.R. § 164.512(b).);

4 c) A covered entity may use or disclose protected health information to the
5 extent that such use or disclosure is required by law and the use or disclosure complies with and is
6 limited to the relevant requirements of such law.” (Title 45 C.F.R. §§ 164.502 (a)(1)(vii),
7 164.512(a))(1).)

8 16. DATA SECURITY: For the purpose of preventing the potential loss, misappropriation or
9 inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client
10 information; abuse of COUNTY resources; and/or disruption to COUNTY operations, individuals and/or
11 agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services
12 under this Agreement must employ adequate data security measures to protect the confidential
13 information provided to CONTRACTOR by the COUNTY, including but not limited to the following:

14 A. CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices

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

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

21 B. CONTRACTOR-Owned Computers or Computer Peripherals

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

28 C. COUNTY-Owned Computer Equipment

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

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

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

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

14 G. CONTRACTOR is responsible to immediately notify COUNTY of any violations,
15 breaches or potential breaches of security related to COUNTY's confidential information, data
16 maintained in computer files, program documentation, data processing systems, data files and data
17 processing equipment which stores or processes COUNTY data internally or externally.

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

23 17. NON-DISCRIMINATION: During the performance of this Agreement, CONTRACTOR shall
24 not unlawfully discriminate against any employee or applicant for employment, or recipient of services,
25 because of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
26 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,
27 age, sexual orientation, military status or veteran status pursuant to all applicable State of California and
28 Federal statutes and regulation.

1 18. NOTICES: The persons and their addresses having authority to give and receive notices under
2 this Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF FRESNO Director, Department of Public Health 1221 Fulton St. Fresno, CA 93721	Fresno Metropolitan Ministries Executive Director 3845 N. Clark St. Suite 101 Fresno, CA 93726

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

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

23 A. COUNTY and CONTRACTOR recognize that CONTRACTOR is a recipient of Federal
24 funds under the terms of this Agreement. By signing this Agreement, CONTRACTOR agrees to comply
25 with applicable Federal suspension and debarment regulations, including but not limited to: 29 CFR 97.35,
26 29 CFR 1470.35, 41 CFR 105-71.135, and Executive Order 12549. By signing this Agreement,
27 CONTRACTOR attests to the best of its knowledge and belief, that it and its principals:
28

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

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

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

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

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

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

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

21. PROHIBITION ON PUBLICITY: None of the funds provided directly or indirectly under this

1 Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of
2 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the
3 above, funds provided directly or indirectly under this Agreement may be used by CONTRACTOR for
4 publicity of the services described in Paragraph One (1) of this Agreement as necessary to raise public
5 awareness about the availability of such specific services when approved in advance by COUNTY's
6 Director of Public Health or designee for such items as written/printed materials, the use of media (i.e.,
7 radio, television, newspapers) and any other related expense(s).

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

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

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

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

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

1 26. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

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

28 28. SEVERABILITY: The positions of this Agreement are severable. The invalidity or

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

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

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

3
4 **CONTRACTOR**
5 **Fresno Metropolitan Ministry**

COUNTY OF FRESNO

6 
7 _____
8 (Authorized Signature)



Steve Brandau, Chairman of the Board of
Supervisors of the County of Fresno

9 *Keith Bergthold, Exec. Director*
10 _____
11 Print Name & Title

12 *3845 N. Clark St., #101*
13 _____

14 *Fresno CA 93726*
15 _____
16 Mailing Address

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

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By: 

Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0001

Subclass: 10000

ORG: 56201018, 56201019

Account: 7295

Fresno County Department of Public Health – Fresno County Community Health Worker Network Vendor Scope of Work December 15, 2021 through July 31, 2023

Summary: COVID-19 has brought many unforeseen challenges to families in our community, including lasting impacts in our most vulnerable and underserved families. Through the CHW Network created through local CBOs during the COVID-19 response, wrap around services to address health and social disparities have expanded the response to the most vulnerable populations. Through the FCHIP Pathways Community HUB (PCH), CBOs responding to these needs through the CHW Network will be able to enhance capacity and continue the work through a standardized approach that will align with CalAIM and Fresno County requirements in a sustainable payment model approach.

Category 1: RECRUITMENT, PARTNERSHIPS & TRAINING				
Activity	Activity Name	Description	Responsible Party	Outcome/Deliverable
1.1	Recruitment & Hiring	Partner will secure staff for FCHIP PCH. Recruited staff will be responsible for implementation and administration of PCH activities, oversight of CBO contracts, and all aspects of the FCDPH contracted agreement.	FCHIP	<ul style="list-style-type: none"> • Hire staffing for project • Include FCDPH lead staff in hiring process • Submit staffing report to FCDPH on a quarterly basis
1.2	FCHIP PCH Location	Partner will secure a physical work location & workstation for all FCHIP PCH staff.	FCHIP	<ul style="list-style-type: none"> • Work location is established.
1.3	Invoicing & financial reports	Partner will submit invoices, supporting documentation, and other financial reports monthly on or before an agreed upon date following an established protocol. These reports and supporting documentation will reflect program and contractual activities.	FCHIP	<ul style="list-style-type: none"> • Monthly invoice submission

1.4	CBO Contracts	<p>Partner will identify and contract with CBOs to continue COVID-19 equity work (outreach and education regarding testing, vaccination, quarantine and isolation) and provide capacity building through the Pathways sustainable payment model approach. This includes:</p> <ul style="list-style-type: none"> • Working with FCDPH on CBO SOW development and performance measure monitoring. • Coordinate & establish CBO partnerships and structure agreements. e.g., Coalitions, individual. • Monitor CBO contracted activities, expenditures, and implement quality improvement measures to address gaps in services and outcomes. 	FCHIP FCDPH	<ul style="list-style-type: none"> • Execute contracts with CBOs • Provide copy of executed contracts to FCDPH • Performance measures
1.5	Data System(s)	<p>Partner will work with FCDPH on managing the administration of the selected Pathways Community HUB Institute (PCHI) certified data system(s) and will provide IT support to contracted CBO partners. This support includes:</p> <ul style="list-style-type: none"> • CBO add-on user requests will be submitted to FCDPH through an established protocol. • Identify and establish additional benchmarks needing to be captured through the data system(s). e.g., <i>crisis counseling, other wrap around services.</i> • Providing IT support & troubleshoot needed support for contact tracing efforts in the respective data system platforms. e.g., <i>CalConnect</i> • Managing CBO IT support requests in a timely manner through a developed/agreed upon process & workflow. • Managing CBO partner support regarding operations, reporting, and invoicing within the data system. • Administration of all Business Associate Agreement (BAAs) if needed, with CBOs 	FCHIP FCDPH	<ul style="list-style-type: none"> • Provide data system support to CBO contracted partners.

1.6	Trainings	<p>Partner will execute and provide a training plan to FCDPH to include training requirements for PCH staff and CBO contracted and non-contracted partners. The training plan will include culturally appropriate trainings to be facilitated by contracted partners and PCH staff. These training topics include, but are not limited to:</p> <ul style="list-style-type: none"> • Data system user training • HIPAA & confidentiality • Pathways/PHCI required training • ACES awareness • Mandated reporter training • Motivational interviewing & reflective practice • Cultural sensitivity & responsiveness • Resources & programs in Fresno County • CalAIM • Cal Connect • COVID-19 identified trainings • Social determinants of health • Social needs assessment tool • Other trainings as needed 	<p>FCHIP FCDPH CBO Contracted Partners</p>	<ul style="list-style-type: none"> • Submit training plan to FCDPH. • Submit training plan progress on a quarterly basis.
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Category 2: IMPLEMENTATION & SUPPORT			
Activity	Activity Name	Description	Outcome/Deliverable
2.1	CBO COVID-19 continued support	<p>Partner will monitor and establish mechanisms aligned with the PCH Model to assure CBO contracted partners continue to provide COVID-19 response activities during an established transitional phase. These activities include:</p> <ul style="list-style-type: none"> • COVID-19 Outreach & education in hard-to-reach priority communities within Fresno County. • COVID-19 vaccination and testing coordination in priority populations within Fresno County. • Vaccination event support • Contact tracing & medical investigation when appropriate. • Implementation & distribution of isolation/quarantine support (IQS) based on established and/or FCDPH modified processes & protocols. • Reduction of identified barriers by opening Pathways and providing referrals & supports to complete Pathways. e.g., <i>transportation, food security, social service-financial supports, housing.</i> • Other established services as needed. <p>Partner will provide support and resources needed from CBO contracted partners in COVID-19 response efforts.</p>	<ul style="list-style-type: none"> • Submit monthly reports to FCDPH to capture established metrics from each CBO contracted partner through the PCH certified data system.
			<p>Responsible Party FCHIP CBO Contracted Partners</p>

2.2	Payment for outcome phase transition	<p>Partner will establish and execute processes for CBO contracted partner transition into payment for outcome model. These processes will include:</p> <ul style="list-style-type: none"> • Training & support needed by CBO contracted partners during the transition. • Timeline, guidelines, and criteria needed for payment reimbursement through the established phases following the pathways criteria. • Work with FCDPH to establish billing criteria for non-Pathway COVID-19 billing support services. <i>e.g., Contact tracing, vaccination event support, etc.</i> • PCH to bill managed care plans & other funding partners if applicable for the successful completion of Pathways. • PCH to distribute payment to CBOs for completion of established Pathways within their respective CHW support & other non-Pathway COVID-19 services. <p>Partner will provide support and TA to CBO contracted partners.</p>	FCHIP	<ul style="list-style-type: none"> • Submit a quarterly report to FCDPH on phase transition progress & payment outcomes.
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2.3	CBO Pathway model activities	<p>Partner will establish and execute processes for CBO contracted partner Pathway model activities, to include care coordination approaches & data system usage:</p> <ul style="list-style-type: none"> • Identify priority population and/or outcome area within Fresno County. • Provide support in establishing referral processes for CBO CHW Network. • Implement strategies to engage identified service population. • Establish community resource referral process for CHW Network care coordination efforts. • Implement social determinants of health needs assessment and provide resources, intervention strategies, and best practice support. • Provide the necessary tools to support with CHW Network Care coordination efforts leading to a standardized Pathway. 	FCHIP	<ul style="list-style-type: none"> • Submit a quarterly report to FCDPH on CBO contracted partner Pathway model activity progress, to include challenges & successes.
2.4	Educational resources	<p>Partner will identify, assess, and provide additional educational support needed for CBO contracted activities. These will include:</p> <ul style="list-style-type: none"> • Tailored educational resources. • Resource sharing, to include updates on COVID-19 updated mandates, Pathway model resources, and other identified resource needs. • Provide CBO talking points for tailored messaging to community members. <p>Partner will identify CBO TA needs based on educational resource requests and supports needed.</p>	FCHIP	<ul style="list-style-type: none"> • Maintain an educational resource repository.

2.5	Media Activities	<p>Partner will work with FCDPH media contractor to identify media opportunity needs with CBO partners and targeted community. This will include:</p> <ul style="list-style-type: none"> Identifying need for targeted messaging & marketing opportunities. Participate and/or coordinate CBO participation in local media opportunities, to include FCDPH media briefs when needed. Promote program and activities in ethnic/linguistic communities using culturally competent practices. Track marketing efforts by each CBO partner through an agreed upon process & protocol. 	FCHIP FCDPH Media Contractor	<ul style="list-style-type: none"> Submit a log of media activities conducted & resource development on a quarterly basis to FCDPH.
2.6	Community Collaboration	<p>Partner will establish and coordinate a community advisory council that will include engagement and participation of CBO contracted and non-contracted partners, community members receiving services, network of care community agencies, and other identified partners. This collaboration will include:</p> <ul style="list-style-type: none"> Quarterly meetings Standing meeting agenda items Serve as a bi-directional collaboration platform for resources sharing, referral processes, best-practice support, quality improvement, and other identified needs. Serve as a group that provides oversight & feedback on PCH model & other implementation practices. 	FCHIP FCDPH CBO Contracted Partners	<ul style="list-style-type: none"> Provide sign-in sheets, meeting minutes, and agendas to FCDPH on quarterly basis.

Category 3: Quality Assurance & Reporting Measures

Activity	Activity Name	Description	Responsible Party	Outcome/Deliverable
3.1	Pathways PCH model	<p>Partner will align with Pathways PCH model fidelity to achieve certification. These requirements will include:</p> <ul style="list-style-type: none"> • Community engagement and planning • Fulfill prerequisites for PCH certification eligibility through organizational standards. • Fulfill requirements through the evidence-based set standards. • Meet standards and obtain certification. • Maintain certification status and align with model fidelity. 	FCHIP	<ul style="list-style-type: none"> • Submit quarterly report to FCDPH on Pathways model certification status. • Once certified, submit certification notice to FCDPH. • Maintain ongoing standards to keep certification standards current.
3.2	CBO COVID-19 Metrics	<p>Partner will monitor and establish mechanisms to assure CBO contracted partners adherence with COVID-19 activity metrics.</p> <ul style="list-style-type: none"> • Track outcomes and review data on an on-going basis to assure proper intervention and responses are taking place. • Track adherence & timeliness of data submission by CBO contracted partners. • Identify additional tracking resources needed in the data system and/or other tracking mechanisms. 	FCHIP	<ul style="list-style-type: none"> • Submit monthly reports to FCDPH to capture established metrics from each CBO contracted partner.

<p>3.3</p>	<p>CBO PCH model</p>	<p>Partner will implement & maintain quality assurance measures to assure CBO contracted partners are adhering to contracted activities and PCH model processes:</p> <ul style="list-style-type: none"> • Review data on an on-going basis to ensure client care coordination outcomes. • Review issues of quality, timeliness of service, documentation completion, and other identified areas. • Analyze timeliness of each Pathway based risk mitigation. • Analyze data to identify additional support needed and/or training for CBO-CHW Network partners. • Analyze data to identify specific community infrastructure needs and enhancements. This can be done in part by analyzing “finished incomplete Pathways”. <p>Partner will implement quality improvement measures and work with each contracted CBO partner to establish a plan of improvement measures based on performance and need.</p>	<p>FCHIP</p>	<ul style="list-style-type: none"> • Submit quality improvement plans to FCDPH once established.
<p>3.4</p>	<p>CBO partner site visits</p>	<p>Partner will perform site visits with contracted CBO partners to ensure PCH model, COVID-19 activities & contractual compliance. Partner will:</p> <ul style="list-style-type: none"> • Establish frequency of site visits. • Provide feedback of site visit results with individual sites & FCDPH. • Strategize with individual sites on best practice implementations to improve client care coordination outcomes. 	<p>FCHIP</p>	<ul style="list-style-type: none"> • Submit site visit results with FCDPH in quarterly report.

<p>3.5</p>	<p>Community Advisory Council QI measures</p>	<p>Partner will work with community advisory council members to share information regarding service delivery feedback and other quality improvement measures, this will include:</p> <ul style="list-style-type: none"> • Sharing best practice program implementation measures in areas needing improvement. • Identifying gaps in community resources & collaboration needs for bi-directional referrals where gaps are identified. • Leveraging other identified needed supports and implementation improvement practices. 	<p>FCHIP</p>	<ul style="list-style-type: none"> • Provide sign-in sheets, meeting minutes, and agendas to FCDPH on quarterly basis.
<p>3.6</p>	<p>Meetings</p>	<p>Partner will participate in FCDPH identified meeting/calls to be attended by established staff on an agreed upon frequency.</p> <ul style="list-style-type: none"> • Monthly program call with FCDPH lead staff. • Meeting/calls with media contractor as needed. • Meeting/calls with contracted evaluator as needed. • Community Advisory Council Meeting quarterly meetings. • Other identified meetings as needed. <p>Partner will identify meetings/calls that would need to be attended by FCDPH as it pertains to program implementation and outcomes.</p>	<p>FCHIP FCDPH Staff</p>	<ul style="list-style-type: none"> • Attend all agreed upon meeting/calls.

3.7	Program reports	<p>Partner will submit appropriate reports on an agreed upon timeframe and will identify/communicate additional reporting needs and/or challenges with FCDPH.</p> <p>Monthly Reports:</p> <ul style="list-style-type: none"> • CBO Contracted COVID-19 activities & metrics • Financial report, to include invoicing & other supportive documentation. <p>Quarterly</p> <ul style="list-style-type: none"> • Overall program report • Staffing report • Media activity log • Training log • Community advisory board documentation <p>Once completed/obtained:</p> <ul style="list-style-type: none"> • Training plan • PCH model certification • Quality improvement plans <p>Submission of other identified reports & metrics once transition to PCH payment model is in effect and/or identified by program evaluator.</p>	FCHIP	<ul style="list-style-type: none"> • Submission of appropriate reports on agreed upon timeline.
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Category 4: Evaluation

Activity	Activity Name	Description	Responsible Party	Outcome/Deliverable
4.1	Evaluator	<p>Program will work with contracted evaluator to implement evaluation metrics, benchmarks, and practices to evaluate the effectiveness and impacts of the program. These activities will include</p> <ul style="list-style-type: none"> • Identify & implement evaluation needs in data system to track and measure program impacts. • Implement improvement recommendations of identified areas to improve program outcomes. • Contribute to the effectiveness of the program evaluation through collaboration and feedback of program progress. • Support and contribute with evaluation methods in various program aspects such as implementation, certification fidelity, community input, and other identified areas. • Identify future opportunities of braided funding and leveraging of resources based on program outcomes and opportunities. • Other evaluation needs. 	FCHIP Contract Evaluator	<ul style="list-style-type: none"> • Collaborate with contractor on evaluation plan.

Glossary:

- CalAIM: California Advancing and Innovating Medi-cal
- CHW: Community Health Workers
- CBO: Community-Based Organizations
- FCHIP: Fresno County Health Improvement Partnership
- FCDPH: Fresno County Department of Public Health
- PCH: Pathways Community HUB
- PCHI: Pathways Community HUB Institute
- SOW: Scope of Work
- IQS: Isolation Quarantine Support
- TA: Technical Assistance

**Fresno Community Health Improvement Partnership (FCHIP) CHW Hub
Lead Agency: Fresno Metropolitan Ministry
December 15, 2021 through July 31, 2023**

Personnel		Budget
HUB Program Director - 1 FTE (19 mo)		129,883
Analyst/Fiscal and Contracts Management - .5 FTE (19 mo)		39,583
FCHIP Program Director - .4 FTE (6 mo)		16,320
FCHIP Manager - .20 FTE (19 mo)		20,583
FCHIP Marketing Coordinator - .10 FTE (19 mo)		7,727
FCHIP Communications Coordinator - .10 FTE (19 mo)		5,928
HUB Admin - 1 FTE (18 mo)		59,280
Care Coordination HUB Manager - Special Projects - 1 FTE (17 mo)		87,833
Care Coordination Partner Liaison for 4 CBOs and Quality Assurance/Audit Manager - 1 FTE (17 mo)		77,917
Care Coordination Partner Liaison for 4 CBOs (HUB's Train the Trainer) Training Lead - 1 FTE (17 mo)		77,917
Care Coordination Partner Liaison for 4 CBOs and Referral Lead (17 mo)		77,917
Personnel Sub-Total		600,888
Fringe	32%	192,284
Total Personnel		793,172
Operating Costs		
Fiscal Sponsor - Fresno Metropolitan Ministry		184,200
HUB Staff General Expense (office supplies, Adobe subscription, copy, print, etc. \$250/mo)		5,000
HUB Staff Facilities, Security, utilities, maintenance (\$5K/mo x 19 Months)		95,000
HUB Staff Workspace Furniture (\$1k x 6.5 FTEs - one time expense)		6,500
HUB Staff Equipment and Software (Laptops and MS Word Suite (\$2.2K x 6.5 - one time expense)		14,300
HUB Staff Communications - Cell Phone Stipends, Internet, (1.5 FTE x 19 mo x \$150 + 1 FTE x 18 mo x \$150 + 4 FTE x 19 mo x \$150) MailChimp (\$50/mo x 17)		19,225
HUB Staff Travel* (mileage for local travel @.56/mile \$150/mo - 16 months)		1,579
Meetings - Zoom subscription, Equipment - Conference Camera for hybrid meetings, materials, community resident stipends.		5,500
IT Support for 25 CHWs and HUB Staff (Contracted - \$1,500/mo)		28,500
Total Operating		359,804
Direct Costs		1,152,976
Indirect Costs @	0%	0
Total Direct and Indirect		1,152,976
Other Costs (not included in indirect)		
Subcontracts		6,000,000
Consultant - HUB Technical Assistance Contractor - Pathways Community HUB Institute		60,000
Other Costs Subtotal		6,060,000
Grand Total		7,212,976

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:	