

**AGREEMENT**

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 Economic Opportunities Commission, a California non-profit corporation whose address is 1920 Mariposa Mall Suite 330, Fresno, California, 9321, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

WHEREAS, COUNTY, through its Department of Social Services and Department of Public Health ("FCDPH"), is in need of community health outreach and support services related to the COVID-19 pandemic and to increase COVID-19 testing capacity to address the needs of COUNTY's vulnerable populations including agricultural workers and farmworkers who test positive for or are exposed to COVID-19; 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 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 been performing such services in response to the implementation of the Housing for Harvest Program since August 2020 through Purchase Order No. M02-0000020917 (hereinafter "the PO"), which the parties verbally agreed expired on April 16, 2021 and, based on the performance of CONTRACTOR under the PO, FCDPH supports this proposed 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**

1           A.       For the period of April 17, 2021 through June 30, 2022, CONTRACTOR shall  
2 perform all services and fulfill all responsibilities identified in Exhibit A "Scope of Work", attached hereto  
3 and incorporated herein by this reference. During the period of January 1, 2022 through March 31,  
4 2022, upon written request of the Department of Public Health's Director, CONTRACTOR shall also  
5 perform all services and fulfill all responsibilities identified in Exhibit B "Scope of Work", attached hereto  
6 and incorporated herein by this reference.

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

10          C.       CONTRACTOR shall collaborate on media communications and public messages  
11 to ensure cohesive, unified messaging. CONTRACTOR shall notify COUNTY within one (1) business  
12 day upon receiving media requests for interviews or information.

13          D.       CONTRACTOR shall require its subcontractors pursuant to this Agreement to  
14 indemnify the COUNTY as set forth in the first paragraph of section ten (10); to carry insurance, naming  
15 the County of Fresno as additional insured, as set forth in section eleven (11) of this Agreement; to  
16 comply with the invoicing and documentation provisions, as set forth in section six (6) of this Agreement;  
17 to pay back to COUNTY advance payments deemed in excess of actual costs, as determined by the  
18 COUNTY; to comply with Audits and Inspections provisions, as set forth in section fourteen (14) of this  
19 Agreement; to comply with the Single Audit Clause provisions, as set forth in section fifteen (15) of this  
20 Agreement; to comply with the Health Insurance Portability and Accountability Act provisions, as set  
21 forth in section sixteen (16) of this Agreement; to comply with the Non-Discrimination provisions, as set  
22 forth in section seventeen (18) of this Agreement; and to comply with the Certification Regarding  
23 Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions  
24 provisions, the Property of County provisions, the Prohibition on Publicity, the Conflict of Interest  
25 provisions, and Lobbying Activity provisions, as set forth in sections twenty (20), twenty-one (21),  
26 twenty-two (22), twenty-three (23), and twenty-five (25) of this Agreement.

27           2.       OBLIGATIONS OF THE COUNTY

28           A.       COUNTY shall provide guidance and assistance in the determination and

1 implementation of safe and appropriate public health practices during the pandemic, such as physical  
2 distancing, hand hygiene, facial coverings, disinfection and other prevention and control measures.

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

5 C. COUNTY shall review and approve all media, education materials, surveys and  
6 assessment tools developed for use among the public. All data collected or developed during the  
7 performance of this Agreement shall be owned by COUNTY, however CONTRACTOR may retain  
8 copies of all data. COUNTY shall review and approve publications of data prior to public release to  
9 ensure data integrity and confidentiality.

10 3. TERM

11 The term of this Agreement shall commence April 17, 2021 and shall continue in full force and effect  
12 through June 30, 2022.

13 4. TERMINATION

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

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

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

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

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

11 5. COMPENSATION:

12 A. For Services provided pursuant to Exhibit A, COUNTY agrees to pay  
13 CONTRACTOR and CONTRACTOR agrees to receive compensation at the rates set forth in Exhibit A,  
14 but in no event shall actual Services performed pursuant to Exhibit A t by CONTRACTOR be in excess  
15 of One Million Seven Hundred Eleven Thousand Five Hundred Seven and No/100 Dollars (\$1,711,507)  
16 during the term of this Agreement. For Services provided during the period of January 1, 2022 through  
17 March 31, 2022, pursuant to Exhibit B, if requested by the Department of Public Health Director,  
18 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation at the  
19 rates set forth in Exhibit C, attached hereto and incorporated herein by this reference, but in no event  
20 shall actual services performed pursuant to Exhibit B by CONTRACTOR be in excess of One Million  
21 Eight Hundred Thirty-Two Thousand Four Hundred Eight and No/100 Dollars (\$1,832,408). It is  
22 understood that all expenses incidental to CONTRACTOR's performance of services under this  
23 Agreement shall be borne by CONTRACTOR and/or its subcontractors.

24 B. CONTRACTOR shall submit monthly reports by the twentieth (20<sup>th</sup>) working day  
25 following the prior month's services using report template attached hereto as Exhibit "D".

26 C. CONTRACTOR shall utilize the Central Valley Health Policy Institute REDCap  
27 database system to track all clients for isolation and quarantine support to ensure there is not a  
28 duplicate disbursement for the same individuals. CONTRACTOR may replicate CVHPI REDCap system

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

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

11 6. INVOICING:

12 CONTRACTOR shall submit monthly invoices by the thirtieth (30<sup>th</sup>) working day of each month  
13 for the prior month's services using a template to be provided by COUNTY with full appropriate  
14 supporting documentation (e.g., activity logs, receipts, invoices) to the County of Fresno, Department of  
15 Public Health, COVID Response, P.O. Box 11867, Fresno, CA 93775, Attention: Business Office or  
16 [dphboap@fresnocountyca.gov](mailto:dphboap@fresnocountyca.gov).

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

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

28 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right

1 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable  
2 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In  
3 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating  
4 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all  
5 other regulations governing such matters. It is acknowledged that during the term of this Agreement,  
6 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

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

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

14 9. NON-ASSIGNMENT: CONTRACTOR shall not assign, transfer or sub-contract this  
15 Agreement nor its rights or duties under this Agreement without the prior written consent of the COUNTY or  
16 the Director of COUNTY's Department of Public Health. Any transferee, assignee or subcontractor shall be  
17 subject to all applicable provisions of this Agreement, and all applicable State and Federal laws and  
18 regulations. CONTRACTOR shall be held primarily responsible by COUNTY for the performance of any  
19 transferee, assignee, or subcontractor unless otherwise expressly agreed to in writing by COUNTY. The  
20 use of subcontractors by CONTRACTOR shall not entitle CONTRACTOR to any additional compensation  
21 than is provided for under this Agreement.

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

1 failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

2 The provisions of this Section 10 shall survive termination of this Agreement.

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

7 A. Commercial General Liability

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

13 B. Automobile Liability

14 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars  
15 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto  
16 used in connection with this Agreement.

17 C. Professional Liability

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

24 D. Worker's Compensation

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

26 E. Molestation

27 Sexual abuse/molestation liability insurance with limits of not less than One Million Dollars  
28 (\$1,000,000.00) per occurrence. Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall

1 be issued on a per occurrence basis.

2 F. Cyber Liability

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

11 Additional Requirements Relating to Insurance

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

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

24 Within Thirty (30) days from the date CONTRACTOR sign and execute this Agreement,  
25 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
26 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box  
27 11867, Fresno, CA 93775, Attention: Contracts Section – 6<sup>th</sup> Floor, stating that such insurance coverage  
28 have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will



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

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

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

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

19 13. CLEAN AIR AND WATER: In the event the funding under this Agreement exceeds One  
20 Hundred Thousand and No/100 Dollars (\$100,000), CONTRACTOR shall comply with all applicable  
21 standards, orders or requirements issued under the Clean Air Act contained in 42 U.S. Code 7601 et  
22 seq; the Clean Water Act contained in U.S. Code 1368 et seq.; and any standards, laws and  
23 regulations, promulgated thereunder. Under these laws and regulations, CONTRACTOR shall assure:

24 A. No facility shall be utilized in the performance of the Agreement that  
25 has been listed on the Environmental Protection Agency (EPA) list of  
26 Violating on the Facilities;

27 B. COUNTY shall be notified prior to execution of this Agreement of the  
28 receipt of any communication from the Director, Office of Federal Activities,

1 U.S. EPA

2 indicating that a facility to be utilized in the performance of this Agreement is under consideration to be  
3 listed on the EPA list of Violating Facilities;

4 C. COUNTY and U.S. EPA shall be notified about any known violation of  
5 the above laws and regulations; and,

6 D. This assurance shall be included in every nonexempt subgrant, contract, or  
7 subcontract.

8 14. AUDITS AND INSPECTIONS:

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

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

17 15. SINGLE AUDIT CLAUSE:

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

1 audit tasks, or at the COUNTY'S option, contracting with a public accountant to perform said audit, or,  
2 may result in the inability of COUNTY to enter into future agreements with the CONTRACTOR.

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

6 16. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

7 A. The parties to this Agreement shall be in strict conformance with all applicable  
8 Federal and State of California laws and regulations, including but not limited to Sections 5328, 10850,  
9 and 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and 431.300 *et seq.* of Title 42,  
10 Code of Federal Regulations (CFR), Section 56 *et seq.* of the California Civil Code and the Health  
11 Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 D *et seq.* of  
12 Title 42, United States Code (USC) and its implementing regulations, including, but not limited to Title 45,  
13 CFR, Sections 160, 162, and 164, The Health Information Technology for Economic and Clinical Health  
14 Act (HITECH) regarding the confidentiality and security of patient information, and the Genetic Information  
15 Nondiscrimination Act (GINA) of 2008 regarding the confidentiality of genetic information.

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

23 B. CONTRACTOR, including its subcontractors and employees, shall protect, from  
24 unauthorized access, use, or disclosure of names and other identifying information, including genetic  
25 information, concerning persons receiving services pursuant to this Agreement, except where permitted in  
26 order to carry out data aggregation purposes for health care operations [45 CFR Sections 164.504  
27 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i)] This pertains to any and all persons receiving services  
28 pursuant to a COUNTY funded program. This requirement applies to electronic PHI. CONTRACTOR

1 shall not use such identifying information or genetic information for any purpose other than carrying out  
2 CONTRACTOR'S obligations under this Agreement.

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

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

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

16 F. CONTRACTOR shall provide access, at the request of COUNTY, and in the time  
17 and manner designated by COUNTY, to PHI in a designated record set (as defined in 45 CFR Section  
18 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR Section 164.524  
19 regarding access by individuals to their PHI. With respect to individual requests, access shall be  
20 provided within thirty (30) days from request. Access may be extended if CONTRACTOR cannot  
21 provide access and provides individual with the reasons for the delay and the date when access may  
22 be granted. PHI shall be provided in the form and format requested by the individual or COUNTY.

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

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

1 accordance with 45 CFR Section 164.528.

2 G. CONTRACTOR shall report to COUNTY, in writing, any knowledge or reasonable  
3 belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of  
4 unsecured PHI not permitted by this Agreement of which it becomes aware, immediately and without  
5 reasonable delay and in no case later than two (2) business days of discovery. Immediate notification  
6 shall be made to COUNTY's Information Security Officer and Privacy Officer and COUNTY's DPH HIPAA  
7 Representative, within two (2) business days of discovery. The notification shall include, to the extent  
8 possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to  
9 have been, accessed, acquired, used, disclosed, or breached. CONTRACTOR shall take prompt  
10 corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure  
11 required by applicable Federal and State Laws and regulations. CONTRACTOR shall investigate such  
12 breach and is responsible for all notifications required by law and regulation or deemed necessary by  
13 COUNTY and shall provide a written report of the investigation and reporting required to COUNTY's  
14 Information Security Officer and Privacy Officer and COUNTY's DPH HIPAA Representative. This written  
15 investigation and description of any reporting necessary shall be postmarked within the thirty (30) working  
16 days of the discovery of the breach to the addresses below:

17 County of Fresno  
18 Dept. of Public Health  
19 HIPAA Representative  
(559) 600-6439  
P.O. Box 11867  
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

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

28 CONTRACTOR shall cooperate with the compliance and investigation reviews

1 conducted by the Secretary. PHI access to the Secretary must be provided during the CONTRACTOR'S  
2 normal business hours, however, upon exigent circumstances access at any time must be granted. Upon  
3 the Secretary's compliance or investigation review, if PHI is unavailable to CONTRACTOR and in  
4 possession of a Subcontractor, it must certify efforts to obtain the information to the Secretary.

5 I. Safeguards

6 CONTRACTOR shall implement administrative, physical, and technical safeguards  
7 as required by the HIPAA Security Rule, Subpart C of 45 CFR 164, that reasonably and appropriately  
8 protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates,  
9 receives, maintains or transmits on behalf of COUNTY and to prevent unauthorized access, viewing, use,  
10 disclosure, or breach of PHI other than as provided for by this Agreement. CONTRACTOR shall conduct  
11 an accurate and thorough assessment of the potential risks and vulnerabilities to the confidential, integrity  
12 and availability of electronic PHI. CONTRACTOR shall develop and maintain a written information privacy  
13 and security program that includes administrative, technical and physical safeguards appropriate to the  
14 size and complexity of CONTRACTOR'S operations and the nature and scope of its activities. Upon  
15 COUNTY's request, CONTRACTOR shall provide COUNTY with information concerning such safeguards.

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

21 1. Passwords must not be:

- 22 a. Shared or written down where they are accessible or recognizable  
23 by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;  
24 b. A dictionary word; or  
25 c. Stored in clear text

26 2. Passwords must be:

- 27 a. Eight (8) characters or more in length;  
28 b. Changed every ninety (90) days;

- c. Changed immediately if revealed or compromised; and
- d. Composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
  - 1) Upper case letters (A-Z);
  - 2) Lowercase letters (a-z);
  - 3) Arabic numerals (0 through 9); and
  - 4) Non-alphanumeric characters (punctuation symbols).

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

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

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

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

J. Mitigation of Harmful Effects

CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that is suspected or known to CONTRACTOR of an unauthorized access, viewing, use, disclosure, or breach of PHI by CONTRACTOR or its subcontractors in violation of the requirements of these provisions.

1 CONTRACTOR must document suspected or known harmful effects and the outcome.

2 K. CONTRACTOR'S Subcontractors

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

9 L. Employee Training and Discipline

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

15 M. Termination for Cause

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

- 18 1. Provide an opportunity for the CONTRACTOR to cure the breach or end  
19 the violation and terminate this Agreement if CONTRACTOR does not cure the breach or end the  
20 violation within the time specified by COUNTY; or
- 21 2. Immediately terminate this Agreement if a CONTRACTOR has breached a  
22 material term of these provisions and cure is not possible.
- 23 3. If neither cure nor termination is feasible, the COUNTY's Privacy Officer  
24 shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

25 N. Judicial or Administrative Proceedings

26 COUNTY may terminate this Agreement in accordance with the terms and  
27 conditions of this Agreement as written hereinabove, if: (1) a CONTRACTOR is found guilty in a  
28 criminal proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) a



1 finding or stipulation that a CONTRACTOR has violated a privacy or security standard or requirement  
2 of the HITECH Act, HIPAA or other security or privacy laws in an administrative or civil proceeding in  
3 which the CONTRACTOR is a party.

4 O. Effect of Termination

5 Upon termination or expiration of this Agreement for any reason, CONTRACTOR  
6 shall return or destroy all PHI received from COUNTY (or created or received by CONTRACTOR on  
7 behalf of COUNTY) that CONTRACTOR still maintains in any form, and shall retain no copies of such  
8 PHI. If return or destruction of PHI is not feasible, it shall continue to extend the protections of these  
9 provisions to such information, and limit further use of such PHI to those purposes that make the return  
10 or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of  
11 subcontractors or agents, if applicable, of CONTRACTOR. If CONTRACTOR destroy the PHI data, a  
12 certification of date and time of destruction shall be provided to the COUNTY by CONTRACTOR.

13 P. Disclaimer

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

20 Q. Amendment

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

1 standards and requirements of HIPAA, the HIPAA regulations and the HITECH Act.

2 R. No Third-Party Beneficiaries

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

7 S. Interpretation

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

12 T. Regulatory References

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

15 U. Survival

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

18 V. No Waiver of Obligations

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

22 W. Public Health Exception Extended

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

28 2. To the extent a disclosure or use of information received under this

1 agreement may also be considered a disclosure or use of “Protected Health Information” (PHI) of an  
2 individual, as that term is defined in Section 160.103 of Title 45, Code of Federal Regulations, the  
3 following Privacy Rule provisions apply to permit such data disclosure and/or use by COUNTY and  
4 CONTRACTOR, without the consent or authorization of the individual who is the subject of the PHI:

5 a) HIPAA cannot preempt state law if, “[t]he provision of state law, including  
6 state procedures established under such law, as applicable, provides for the reporting of disease or  
7 injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or  
8 intervention.” (45 C.F.R. § 160.203(c) [HITECH Act, § 13421, sub. (a)].);

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

11 c) A covered entity may use or disclose protected health information to the  
12 extent that such use or disclosure is required by law and the use or disclosure complies with and is  
13 limited to the relevant requirements of such law.” (Title 45 C.F.R. §§ 164.502 (a)(1)(vii), 164.512(a))  
14 (1).)

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

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

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

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

28 B. CONTRACTOR-Owned Computers or Computer Peripherals

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

7 C. COUNTY-Owned Computer Equipment

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

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

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

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

21 G. CONTRACTOR are responsible to immediately notify COUNTY of any violations,  
22 breaches or potential breaches of security related to COUNTY's confidential information, data  
23 maintained in computer files, program documentation, data processing systems, data files and data  
24 processing equipment which stores or processes COUNTY data internally or externally.

25 H. COUNTY shall provide oversight to CONTRACTOR'S response to all incidents  
26 arising from a possible breach of security related to COUNTY's confidential client information provided  
27 to CONTRACTOR. CONTRACTOR will be responsible to issue any notification to affected individuals as  
28 required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR will be

1 responsible for all costs incurred as a result of providing the required notification.

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

8 19. NOTICES: The persons and their addresses having authority to give and receive notices  
9 under this Agreement include the following:

<u>COUNTY</u>	<u>COUNTY</u>	<u>CONTRACTOR</u>
County of Fresno	County of Fresno	Fresno Economic Opportunities Commission
Director, Department of Public Health 1221 Fulton St. Fresno, CA 93721	Director, Department of Social Services P.O. Box 1912 Fresno, CA 93718	CEO 1920 Mariposa St., Set. 300 Fresno, CA 93721

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

1                   20. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
2                   VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS:

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

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

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

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

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

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

1 All purchases over Five Thousand Dollars (\$5,000) made during the life of this Agreement that  
2 will outlive the life of this Agreement shall be identified as fixed assets with an assigned Fresno County  
3 DPH Accounting Inventory Number. These fixed assets shall be retained by COUNTY, as COUNTY  
4 property, in the event this Agreement is terminated or upon expiration of this Agreement.  
5 CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed assets and shall be  
6 physically present when fixed assets are returned to COUNTY possession at the termination or  
7 expiration of this Agreement. CONTRACTOR is responsible for returning to COUNTY all COUNTY  
8 owned fixed assets upon the expiration or termination of this Agreement.

9 22. PROHIBITION ON PUBLICITY: None of the funds provided directly or indirectly under this  
10 Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of  
11 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the  
12 above, funds provided directly or indirectly under this Agreement may be used by CONTRACTOR for  
13 publicity of the services described in Paragraph One (1) of this Agreement as necessary to raise public  
14 awareness about the availability of such specific services when approved in advance by COUNTY's  
15 Director of Public Health or designee for such items as written/printed materials, the use of media (i.e.,  
16 radio, television, newspapers) and any other related expense(s).

17 23. CONFLICT OF INTEREST: No officer, employee or agent of the COUNTY who exercises  
18 any function or responsibility for planning and carrying out of the services provided under this  
19 Agreement shall have any direct or indirect personal financial interest in this Agreement. In addition, no  
20 employee of the COUNTY shall be employed by the CONTRACTOR under this Agreement to fulfill any  
21 contractual obligations with the COUNTY. COUNTY and CONTRACTOR shall comply with all Federal,  
22 State of California and local conflict of interest laws, statutes and regulations, which shall be applicable  
23 to all parties and beneficiaries under this Agreement and any officer, employee or agent of the  
24 COUNTY.

25 24. CHANGE OF LEADERSHIP/MANAGEMENT: In the event of any change in the status of  
26 CONTRACTOR's leadership or management, CONTRACTOR shall provide written notice to COUNTY  
27 within thirty (30) days from the date of change. Such notification shall include any new leader or  
28 manager's name, address and qualifications. "Leadership or management" shall include any employee,

1 member, or owner of CONTRACTOR who either a) directs individuals providing services pursuant to  
2 this Agreement, b) exercises control over the manner in which services are provided, or c) has authority  
3 over CONTRACTOR's finances.

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

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

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

11 27. DISCLOSURE OF SELF-DEALING TRANSACTIONS:

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

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

23 28. SEVERABILITY: The positions of this Agreement are severable. The invalidity or  
24 unenforceability of any one provision in the Agreement shall not affect the other provisions.

25 29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the  
26 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous  
27 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
28 understanding of any nature whatsoever unless expressly included in this Agreement. The parties agree



1 that Purchase Order # M02-0000020917 is terminated effective close of business April 16, 2021 and is  
2 replaced with this Agreement. In the event of any inconsistency in interpreting the documents which  
3 constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following order  
4 of priority: (1) the text of this Agreement (excluding 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 **Fresno Economic Opportunities**  
4 **Commission**

5   
6 \_\_\_\_\_  
(Authorized Signature)

7 Emilia Reyes, Chief Executive Officer


8 **Print Name & Title**  
(Chairman of the Board, or President or Vice  
9 President)

10 1920 Mariposa Street

11 Fresno, CA 93721

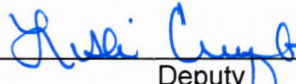
12 **Mailing Address**

**COUNTY OF FRESNO**

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

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

13  
14  
15  
16  
17  
18 By: \_\_\_\_\_

  
Deputy

19 **FOR ACCOUNTING USE ONLY:**

20 Fund: 0001

21 Subclass: 10000

22 ORG: 56201018,56201019

23 Account: 7295  
24  
25  
26  
27  
28

**COVID-19 Harvest Project Scope of Work and Reimbursement Schedule  
April 17, 2021 through June 30, 2022**

During the period April 17, 2021 through June 30, 2022 Fresno Economic Opportunities Commission (Fresno EOC) shall provide the following Services:

**Harvest Project Deliverables**

1. Testing
  - a. Coordinate and conduct on-site PCR /rapid Antigen testing or refer clients to partner clinics
  - b. Bill client medical insurance, as available
  - c. Collect, analyze, and report data
  - d. Provide health education services and/or coordinate with COVID Equity Project participants
2. Case Management
  - a. Work with employers and communities to set up testing locations
  - b. Coordinate with other CBOs for referrals and complementary services
  - c. During the period April 17, 2021 through June 30, 2021, book quarantine hotel room through the State of California’s Housing for the Harvest program
  - d. Schedule transportation and food services
  - e. Check-in with clients during quarantine as needed
  - f. Assist clients with paperwork and other needs, and connect with additional services
3. Transportation:
  - a. Transport COVID positive or exposed individuals to and from a hotel for a 14-day quarantine
4. Meals:
  - a. Deliver 3 meals a day
  - b. Meals will be adapted for cultural and certain dietary needs such as vegetarian, non-dairy and no nuts.
5. Vaccine Clinics
  - a. Manage and facilitate all operational components of 20 (twenty) COVID-19 vaccine clinics, including:
    - I. Vaccine pickup and transport
    - II. Cold chain
    - III. Patient appointments/registrations
    - IV. Traffic control
    - V. Clinic setup and patient flow
    - VI. Logistics related to post vaccine administration patient observations, and managing patient check-out and second vaccine appointment scheduling

**Harvest Project Testing**

The Harvest Project will provide COVID-19 testing in Fresno County communities with high concentrations of workers in agriculture industries. Fresno EOC Health and Dental Services and partner clinics will work together to provide PCR testing at locations to be determined. Employers can contact Fresno EOC to test their workers, and employees can self-refer to Fresno EOC for testing. This service will also be available on a referral basis to anyone connected with the employer or its employees. Farmworkers or agriculture employees will be eligible for wraparound services to assist in quarantining for 14 days following exposure or a positive COVID-19 test.

Fresno EOC Sanctuary and Support Services will be the initial point of contact for both employers and employees in the agriculture and food processing industry. Program staff will be available by phone or email for assistance. Requests can also be made online through a project website using an online request form. Fresno EOC Health and Dental Services staff will be trained on testing protocols by Fresno EOC Health and Dental Services' leadership as well as FCDPH staff. Health educators will provide each client information about COVID-19 prevention and symptoms, addresses, and phone numbers for Federal Qualified Health Centers, and websites with information about resources and treatment options. Fresno EOC will also collect and analyze data from test sites. Data will be broken down by race, age, gender, and test result, and will be aggregated and shared with the County. Screening and results can be directly linked to the Fresno County data collection system REDCap, which Fresno EOC already utilizes for its dental data collection.

Each technician will wear personal protective equipment (PPE), follow protocols for disposing of tests, and follow sanitation and cleaning guidelines. Individuals who have been tested will be contacted by phone and/or text by EOC Health and Dental Services with their results. If the test is negative, they will receive a text. If the test is positive, they will receive a phone call with referral information about our services and where to seek treatment.

#### **Harvest Project Case Management Services**

When an individual working in the food processing or agriculture industry has either tested positive for COVID-19 or has been contacted by an FCDPH Contact Tracer confirming they have potentially been exposed, Fresno EOC will offer services to assist them with the 14-day quarantine process. If they decide to use these services, during the period April 17, 2021 through June 30, 2021, Fresno EOC Sanctuary and Support Services will book that person a hotel room under the State of California's Housing for the Harvest program. They will be given a time to meet at the testing site or be picked up at their home for transportation, allowing at least two hours to gather any personal items. Fresno EOC Transit Systems will then transport clients to their hotels, either in 15-passenger vans from the testing sites or in another smaller vehicle for anyone who is referred but does not visit the testing site. For participants that will drive their own vehicles to the hotel, a case manager will meet them to give a \$50 gas card. For in-home quarantine support, Fresno EOC will provide case management assistance to help clients obtain services and resources identified.

Within 24 hours of their arrival, a case manager will call the client and conduct an assessment of any assistance they need, including but not limited to navigating leave from their employer, unemployment benefits, laundry, and medical issues. Case managers will follow up with clients every other day or as needed throughout their quarantine, using translation services as necessary. Fresno EOC Food Services will deliver meals to each person every two to three days and provide breakfast, lunch, and dinner each day. Meals can be both hot and cold depending on the appliances available at the hotel for preparation, will be culturally appropriate, and will meet any dietary needs or restrictions. Following the 14-day quarantine, Fresno EOC Transit Systems will pick up clients and return them to their homes, unless they have another means of transportation.

#### **Vaccine Clinics**

Fresno EOC will work with County staff to coordinate and conduct 20 vaccine clinics. Patients served will be dependent on which vaccine is being administered at the event. The Pfizer vaccine is authorized for use in individuals 16 years of age and older. The Moderna and Janssen vaccines are authorized for use in individuals 18 years of age and older. See EUAs issued for each vaccine:

- Pfizer EUA: <https://www.fda.gov/media/144412/download>
- Moderna EUA: <https://www.fda.gov/media/144637/download>.
- Janssen EUA: Janssen COVID-19 Vaccine EUA Fact Sheet for Recipients and Caregivers (fda.gov)
- Other vaccine requirements may vary. Fresno EOC will be required to adhere to EUA for specific vaccines as additional vaccines are approved by the Food and Drug Administration (FDA).

In addition, Fresno EOC will be responsible for the following:

- Enroll as a Provider in the federal COVID-19 Vaccination Program, utilizing the California Department of Public Health's (CDPH) COVIDReadi portal and agree and adhere to all requirements specified in the Provider agreement. If provider is not currently an approved California COVID vaccine provider then provider must adhere to all COVID vaccine handling and reporting requirements established by the State of California.
- Shall administer the vaccine and enter all vaccinations into the appropriate State system within 24 hours of administration.
- Shall provide all office supplies, ancillary medical supplies not included with vaccine, PPE, tables, chairs, tents, etc., when needed.
- Vaccine will be transferred according to CDC or VFC recommendations, such as noted in the CDC's Vaccine Storage and Handling Toolkit, linked here: <https://www.cdc.gov/vaccines/hcp/admin/storage/toolkit/index.html>
- Return unused/unopened vaccines to DPH the day of the event, or the day following, as directed by DPH when scheduling each event (to be determined prior to each event.) However, with County's permission, vendor may retain unused vaccine for use on the following clinic date provided vendor has appropriate cold storage capacity and the vaccine will not have expired per manufacturer guidelines.
- If Fresno EOC has vaccine that may expire before it can be used at an upcoming event, Fresno EOC will work with the County to ensure any surplus or short-dated doses are transferred to an approved provider in a timely manner.
- Document and notify DPH of any wasted vaccine doses.
- Staff in charge of storage and handling, will complete the 7 EZIZ training modules at the following website: <https://eziz.org/eziz-training/>
- Per federal regulations, Contractor is required to provide the appropriate EUA document to all vaccine recipients:
  - Pfizer: <https://www.fda.gov/media/144414/download>
  - Moderna: <https://www.fda.gov/media/144638/download>
  - Janssen: [Janssen COVID-19 Vaccine EUA Fact Sheet for Recipients and Caregivers \(fda.gov\)](https://www.fda.gov/media/144637/download)
- COVID-19 vaccination providers are required to report the following adverse events after COVID-19 vaccination, and other adverse events if later revised by CDC, to VAERS: <https://vaers.hhs.gov/reportevent.html> or calling 1-800-822-7967.
  - Vaccination administration errors, whether or not associated with an adverse event
  - Severe COVID-19 illness (e.g., resulting in hospitalization)
  - Serious adverse events (AE) regardless of causality. Serious AEs are defined as:
    - Death
    - A life-threatening AE
    - Inpatient hospitalization or prolongation of existing hospitalization
    - Persistent or significant incapacity or substantial disruption of the ability to conduct normal life functions

- A congenital anomaly/birth defect
- Multisystem Inflammatory Syndrome
- Important medical events that may not result in death, be life-threatening, or require hospitalization may be considered serious when, based upon appropriate medical judgment, they may jeopardize the patient and may require medical or surgical intervention to prevent one of the outcomes listed above
- Also report any additional select adverse events and/or any revised safety reporting requirements per FDA's conditions of authorized use of vaccine(s) throughout the duration of any COVID-19 Vaccine being authorized under an Emergency Use Authorization (EUA).
- Fresno EOC must make provision for patients with a history of anaphylaxis (due to any cause) to remain for observation for 30 minutes. For all other persons, observation period is 15 minutes.
- In the event of anaphylactic reaction, Fresno EOC must maintain appropriate emergency equipment at the event to manage anaphylaxis resulting from vaccination. See CDC recommended equipment linked here: <https://www.cdc.gov/vaccines/covid-19/info-by-product/pfizer/anaphylaxis-management.html>. Equipment supply should be sufficient to manage multiple patients experiencing anaphylaxis.

Cold Storage Survey (please check as appropriate):

- We have an ultra-low temperature freezer (temperature capability is -80°C to -60°C/-112°F to -76°F). Freezer make/model and cubic feet: SO-LOW MODEL U85-22 23.1 cubic ft - 3 units purchased.  
American Biotech Supply – ABT 115V-2186 17cubit ft. – 3 units purchased
- We have freezer storage capability (-25°C to -15°C/-13°F to 5°F). Freezer make/model and cubic feet: \_\_\_\_\_MCA Corporation MODEL HMC7W4 – 7 Cubic Feet\_\_\_\_\_
- We have refrigerator storage capability (2°C to 8°C/36°F-40°F). Refrigerator make/model and cubic feet: American Biotech Supply PH-ABT-HC S16G 16 cubic ft. \*Current calibration certification will be required for freezers/refrigerators.
- We will pick up and return the vaccine the same day to the County and will make arrangements with County staff on pick up and drop off times.
- We will pick up and return the vaccine the same day to the County and will make arrangements with County staff on pick up and drop off times.
- We do not have qualified container and packout for transport and digital data logger for continuous monitoring during transport and will need to borrow from the Department of Public Health.

Per the CDC, a “qualified container and packout” are defined as “A type of container and supplies specifically designed for use when packing vaccines for transport. They are passive containers that do not require a power source and are ‘qualified’ through laboratory testing under controlled conditions to ensure they achieve and maintain desired temperatures for a set amount of time.”

(<https://www.cdc.gov/vaccines/hcp/admin/storage/toolkit/storage-handling-toolkit.pdf>) An example a qualified container is linked here: <https://www.vericormed.com/product/cooler-cool-cube-08-vaccine-transport-cooler-at-refrigerated-temperatures-fresh-vaccine-vt-08/>

The County will provide the following:

- Venue and direct payment to venue for any rental costs.
- Clinic date, time, location and venue contact information.
- Vaccine and ancillary supplies as provided for by CDPH. Depending on vendor's cold chain capabilities and registered Provider status, vaccine and ancillary supplies may be shipped directly to vendor or picked up at the Department of Public Health.

- For Pfizer, Moderna, Janssen and potentially other vaccines, we expect the following ancillary supplies to be provided with each 100 vaccine doses.
- 105 needles
- 105 syringes
- 210 alcohol prep pads
- 1 needle information card
- 100 vaccination cards
- 2 disposable face shields
- 4 surgical masks

**Reimbursement Schedule**

Fresno EOC will submit invoices with full, appropriate supporting documentation as required by the County. Reimbursable services are described above and shall be paid at the rates set forth below.

Category	Rate
COVID-19 Testing	Up to \$140 per test*
Testing Event	\$1,500 per event with 15-74 clients
Mobilization	\$3,000 per event with 75-150 clients
Case Management	\$80 per hour
Personal Protective Equipment	Reimbursement based on actual usage
Vehicle Screens	Actual cost
Transportation:	\$78 per hour
IQS Support***	\$1,200 maximum allowance per client to include:
	<ul style="list-style-type: none"> <li>▪ April 17, 2021 through June 30, 2021 <ul style="list-style-type: none"> <li>i. In Home Quarantine (\$500.00) / Hotel Quarantine (\$1000.00)</li> </ul> </li> <li>▪ July 1, 2021 through June 30, 2022 <ul style="list-style-type: none"> <li>i. In Home Quarantine (\$1,000.00)</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>▪ Gas Card: \$50 each</li> <li>▪ Meals (incl. delivery): \$61 per client per day</li> </ul>
Vaccine Clinic Billing/Compensation**	Based on clinic hours:
	\$2,400.00 per event fee with a minimum quota of (1-49) encounters, and/or 1 to 2-hour single event
	\$4,200.00 per event fee with a minimum quota of (50-149) encounters, and/or 1 to 2 hour single event
	\$7,500.00 per event fee with a minimum quota of (150-300) encounters, and/or 2 to 5 hour events.
	\$12,000.00 per event fee with a minimum quota of (301-500) encounters, and/or 5 to 8 hour events
	\$17,000.00 per event fee with a minimum quota of (501-750) encounters, and/or 5 to 8 hour single event.
	\$23,000.00 per event fee with a minimum quota of (751-1000) encounters, and/or 5 to 8 hour single event

\*For testing costs that cannot be recovered through existing funding structures (including but not limited to client medical insurance), the County will compensate at a maximum rate of \$140. This rate will cover sample collection, diagnostic testing covered at the Medicare rate, and patient result follow-up.

\*\* Vendor shall bill patient's insurance, MediCal, or submit for Federal reimbursement for uninsured patients through the Health Resources and Services Administration's (HSA) claims reimbursement program for COVID-19 vaccine administration costs. (See link: <https://coviduninsuredclaim.linkhealth.com/get-started.html>)

\*\*\* Discontinuation of hotel rooms secured through the State effective July 1, 2021. Funding does not affect wrap around services for in-hotel quarantine assistance.



**COVID-19 Equity Emergency Response Scope of Work**  
**January 2022 through March 2022**

Upon written request of the County of Fresno, Department of Public Health Director, Fresno EOC shall provide the below services during the period January 1, 2022 through March 31, 2022. All Plans submitted for each of the four categories (Health Education and Outreach, Contact Tracing & Medical Investigation, Quarantine Supports) shall be approved by the County of Fresno- Department of Public Health (DPH) prior to implementation.

<b>CATEGORY 1: Health Education and Outreach</b>					
<b>Activity</b>	<b>Activity Name</b>	<b>Description</b>	<b>Responsible Party</b>	<b>Deliverables/ Milestones</b>	<b>Timeframe</b>
1.1.1	Assess: Language & Cultural Needs	Identify language and cultural needs in the community and organizational/staff capacity in terms of education and outreach	Fresno EOC & Subcontractors	Assessment	January 2022 – March 2022
1.1.2	Assess: Testing Needs	Identify through data analysis any targeted geographic or demographic population for testing events and outreach.	Fresno EOC & Subcontractors	Ongoing reports of identified targeted populations	January 2022 – March 2022

1.2.1.1	Plan: Training/ Curriculum Development	<p>Develop modules on education and outreach to include information on:</p> <ol style="list-style-type: none"> <li>1. How to be a Promotora</li> <li>2. COVID19 Transmission</li> <li>3. Prevention               <ol style="list-style-type: none"> <li>a. Social distancing</li> <li>b. Sheltering in Place</li> <li>c. Wearing Masks</li> <li>d. Handwashing</li> </ol> </li> <li>4. Testing</li> <li>5. Isolate when positive</li> <li>6. Quarantine</li> <li>7. Glossary of PHD terms</li> <li>8. Ongoing training in technology use for COVID-19 related education and outreach, and quarantine supports</li> </ol> <p>Prepare training materials and handouts.</p>	Fresno EOC & Subcontractors	Curriculum	January 2022 – March 2022
1.2.1.2	Plan: Training/ Adaptations	<p>Adapt CHW modules for each language/cultural group</p> <ol style="list-style-type: none"> <li>1. Hmong, Lao, Khmer, Arabic, Slavic</li> <li>2. Mixteco, Mam, Tlapaneco, Zapoteco, Triqui</li> <li>3. Punjabi</li> <li>4. Spanish</li> </ol>	Fresno EOC & Subcontractors	Curriculum	January 2022 – March 2022

		5. Swahili (available, but not anticipated) 6. AA cultural adaptation			
1.2.2.2	Plan: Outreach Testing Events	<p>Plan how to support Testing Events in the County of Fresno will be determined in consultation with FQHCs, and County-funded testing agencies. This plan is to include one event per week given lab and testing capacity for the County.</p> <p>Finalize plan on logistics for supporting City of Fresno/UCSF mobile testing sites between all agency partners</p>	Fresno EOC & Subcontractors  Fresno EOC & Subcontractors	Documented agreement and schedule of events  Written plan and agreement	January 2022 – March 2022



1.2.4.1	Plan: Communications	<p>A communications team of Public Health Department staff and communication leads from each partner organization will convene to plan and coordinate communication strategies.</p> <p>Plan in-language media campaigns with a communications plan within each target populations</p> <ul style="list-style-type: none"> <li>• Ethnic TV/Radio/Print limited buys</li> </ul> <p>Engage traditional corporate media through:</p> <ul style="list-style-type: none"> <li>• Earned media coverage of testing events</li> <li>• Project staff spokespersons presentations on English and Spanish media programming</li> </ul> <p>Leverage CBO Coverage on Weekly COVID-19 Calls, as well as placement in CBO newsletters and other existing community-based network communication.</p>	<p>Fresno EOC &amp; Subcontractors</p> <p>.</p> <p>Fresno EOC &amp; Subcontractors</p> <p>Fresno EOC &amp; Subcontractors</p> <p>Fresno EOC &amp; Subcontractors</p>	Copies of scripts, print messages and collaborative items	January 2022 – March 2022
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1.2.4.2	Plan: Health Education Materials & Messages	Plan health education talking points, messages, and materials within each target population.	Fresno EOC & Subcontractors	Talking points, messages, and developed materials	January 2022 – March 2022 Monthly
1.2.4.3	Plan: Field Testing	Method: Organized as small group sessions once new messages and new materials are developed. The focus will be on the effectiveness of messages and materials in conveying information. Are the messages and materials received well and understood by the target audience? This data is to be collected by each organization that is out on the field and data will be collected by CVHPI	Fresno EOC & Subcontractors	Field-testing reports.	Monthly January 2022 – March 2022
1.3.1	Implement: Training	<p>CHW/Promotora Initial One Week Training:</p> <p>Ongoing Continuing Education on at least biweekly basis</p> <p>Train-the-Trainer support for lead CHWs at each agency</p>	<p>Fresno EOC &amp; Subcontractors</p> <p>Fresno EOC &amp; Subcontractors</p> <p>Fresno EOC &amp; Subcontractors</p>	Sign-in sheets/electronic documentation	<p>January 2022 – March 2022</p> <p>January 2022 – March 2022</p> <p>January 2022 – March 2022</p>



		<p>Approach 2: Direct 1:1 &amp; Small Group Engagement with Residents- When necessary and safe, project staff will engage in one-on-one (1:1) conversations with residents, as well as small group/ focus group meetings to disseminate educational content and capture information from the target population related to prevention needs. This is particularly needed in isolated (both linguistically and geographically) communities where a trusted ambassador is best positioned to conduct successful outreach. These will include:</p> <ul style="list-style-type: none"> <li>● In-person outreach</li> <li>● Small group meetings/engage at worksites, community centers, and other community spaces in targeted neighborhoods</li> </ul>	<p>Fresno EOC &amp; Subcontractors</p>	<p>Contact metrics and tracking by method</p>	<p>January 2022 – March 2022</p>
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		<p>Approach 3: Promotion of Clinics and Testing events- Project staff (with PPE) will promote clinic locations in each local area. Coalition partners will also organize, promote and staff testing events in local communities. Considerations for these activities will include:</p> <ul style="list-style-type: none"> <li>• Leveraging media/communications activities (see activity 1.3.4)</li>   <li>• Targeted neighborhood outreach, including phone banking, canvassing &amp; leafleting.</li> </ul>	<p>Fresno EOC &amp; Subcontractors</p>	<p>Reporting of markets reached</p> <p>Contact metrics and tracking by method</p>	<p>January 2022 – March 2022</p> <p>January 2022 – March 2022</p>
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		<p>Approach 4: Inter-institutional Cooperation &amp; Collaboration with Project Staff &amp; Local School Districts (GO Fresno)-</p> <p>Project staff will utilize existing inter-institutional relationships in order to bolster outreach and education efforts. This will include:</p> <ul style="list-style-type: none"> <li>● School District partnerships in Fresno USD and throughout the county</li> <li>● School-site partnerships, including principal and parent/ community engagement staff collaboration and cooperation with project staff</li> <li>● Formalize partnership with Fresno USD’s Parent University to conduct phone-bank outreach to FUSD parents.</li> <li>● Coordinate with rural school districts for education and outreach, specifically the quarantine supports the COVID-19 Equity Project is managing</li> <li>● Collaborate with school districts regarding contact tracing and/or testing education and outreach</li> </ul>	<p>Fresno EOC &amp; Subcontractors</p>	<p>Agreements with School Districts and FCOE</p> <p>Agreements with School sites</p> <p>Agreements with FUSD Parent University</p> <p>Completed Phone Bank events (# of people reached)</p>	<p>January 2022 – March 2022</p> <p>January 2022 – March 2022</p> <p>January 2022 – March 2022</p> <p>January 2022 – March 2022</p>
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1.3.3	Implement: Testing Events	<p>Testing Events in the City of Fresno in partnership with UCSF will be conducted up to 7 days per week, with onsite responsibilities rotated between partner organizations depending on the targeted languages and neighborhoods.</p> <p>Testing events in County will be conducted according to plan (activity 1.2.2.2)</p> <p>CHWs will provide information (public health, COVID workers' rights, quarantine supports, other resources) on-site to everyone who comes to test.</p> <p>CHWs provide contact investigation information and assist patient with submitting contact information electronically.</p>	<p>Fresno EOC &amp; Subcontractors</p> <p>Fresno EOC &amp; Subcontractors</p> <p>Fresno EOC &amp; Subcontractors</p> <p>Fresno EOC &amp; Subcontractors</p>	<p>Number of testing events assisted</p> <p># of people contacted to attend event</p> <p># attendees</p> <p>#of people followed up after event</p>	<p>January 2022 – March 2022</p> <p>January 2022 – March 2022</p> <p>January 2022 – March 2022</p>
1.3.4	Implement: Communicati ons	<p>Convene communications workgroup regularly and collaborate closely with Leticia Barber (DPH) and Lacey Leonard (UCSF)</p> <p>Promote in ethnic/ linguistic communities in culturally relevant ways</p>	<p>Fresno EOC &amp; Subcontractors</p> <p>Fresno EOC &amp; Subcontractors</p>	<p># of Interviews, # of publications</p> <p># of segments</p>	<p>January 2022 – March 2022</p>

		<ul style="list-style-type: none"> <li>• Ethnic Media outreach such as Radio Bilingue, Univision, Punjabi Radio USA, JusPunjabi TV, Hmong Television, KBIF 900 (Hmong, Lao, Khmer and Arabic Radio shows), Newspapers</li> <li>• Earned traditional media coverage of testing events</li> <li>• Assess existing response <a href="#">hotline</a></li> <li>• Embed Cultural Brokers into the 211 COVID hotline</li> <li>• Launch outreach efforts for 211 COVID hotline</li> </ul>		<p>devoted to COVID Outreach</p> <p># of views on website after live airing</p> <p># of people served by hotline</p>	<p>January 2022 – March 2022</p> <p>January 2022 – March 2022</p>
1.3.5	Implement: Field Testing	<p>Each partner organization will organize field testing groups for rapid assessment of newly developed messages and materials.</p> <ol style="list-style-type: none"> <li>1. Plan focus group and Invite participants.</li> <li>2. Conduct field tests</li> <li>3. Compile finding and present to partners.</li> </ol>	Fresno EOC & Subcontractors	# of field-testing groups monthly	Monthly January 2022 – March 2022

1.4.1	Evaluate: Training	Effectiveness in training (Is the training we provide to CHWs/CTs building capacity to level needed as demonstrated by need encountered in community?)	Fresno EOC & Subcontractors	CHW/Promotor a training evaluations	January 2022 – March 2022
1.4.2	Evaluate: Communications & Health Education messages and materials	<p>Through a process evaluation, obtain feedback from community members on implementation of dissemination methods of new messages and understanding of messages. This will be done through qualitative data. We will use interview guide and surveys after receiving the messages</p> <p>Two Areas of Evaluation: Understanding of messages (are messages sticking or resulting in impact?)</p> <p>Which methods are most impactful for which audiences (radio, tv, in person, social media, etc.)</p>	Fresno EOC & Subcontractors	Data from Evaluation Meetings with Team leads reported to DPH Ops and UCSF Leadership joint meetings	Monthly January 2022 – March 2022

1.4.3	Evaluate: Events/Outreach	Evaluate effectiveness of outreach strategies around: community knowledge of virus, turnout at testing events, follow up	Fresno EOC & Subcontractors	Focus Groups and Survey Results from invited past participants of outreach	January 2022 – March 2022
1.4.4	Evaluate	Evaluate implications for vaccination campaign and develop recommendations for practice	Fresno EOC & Subcontractors	Report to DPH Ops and UCSF Leadership joint meetings	January 2022 – March 2022

<b>CATEGORY 2: Contact Tracing &amp; Medical Investigation</b>					
<b>Activity</b>	<b>Activity Name</b>	<b>Description</b>	<b>Responsible Party</b>	<b>Deliverables</b>	<b>Timeframe</b>
2.1.1	Assess	Coordinate with County Medical Investigation Team for Contact Tracing efforts <ul style="list-style-type: none"> <li>● Identify Data Management needs</li> <li>● Identify Appropriate Training modules for Contact Tracing by community members</li> <li>● Develop additional qualitative and quantitative data measures for community health workers across CBO's</li> </ul>	Fresno EOC & Subcontractors	Meeting minutes  Final list of measures to be collected by all CBOs for evaluation purposes	January 2022 – March 2022
2.1.2	Assess	Re-evaluate and modify training for contact tracing modules and testing protocols as they change	Fresno EOC & Subcontractors	Updated training modules	Monthly January 2022 – March 2022



2.2.1	Plan	<p>Develop basic overview module on <i>Contact Tracing</i> &amp; coordination with Medical Investigation to include information on:</p> <ol style="list-style-type: none"> <li>1. Contact Tracing</li> <li>2. Motivational Interviewing</li> <li>3. Difficult clients</li> <li>4. County HIPAA training</li> <li>5. Infection control and prevention</li> </ol> <p>Adapt modules to 13 languages/cultures to ensure Literacy levels, visuals that are representative of community</p>	Fresno EOC & Subcontractors	Curriculum  5,5,1,1,1 adaptation	January 2022 – March 2022  January 2022 – March 2022
2.3.1.1	Implement	<p>CHWs complete internal introductory training to contact tracing (ASTHO, basic customer service/interview skills)</p> <p>Complete County training for contact tracing (County data management systems and processes)</p>	Fresno EOC & Subcontractors  Fresno EOC & Subcontractors	Sign in Sheets  County certification/ approval	January 2022 – March 2022  January 2022 – March 2022
2.3.1.2	Implement	<p>Conduct County-referred contact tracing and investigation</p> <p>Budget is based on July 11th County and City COVID-19 total cases reported over time.</p>	Fresno EOC & Subcontractors	REDCap or CalREDIE	January 2022 – March 2022

		<p>Total Cases: 8,282 100%  City cases: 4353 53%  County cases: 3,929 47%  Actual Charges to County will be based on patient's resident address. City of Fresno address will be billed to City of Fresno. All others will be billed to County. Once City of Fresno allocation is fully spent then remainder may be billed to County if funds are remaining in County's budget for CATEGORY 2.</p>			
2.3.1.3	Implement	<p>Conduct ongoing Continuing Education as contact tracing training and protocols adapt</p>	Fresno EOC & Subcontractors	Sign in Sheets	January 2022 – March 2022
2.4.1	Evaluate	<p>Monthly evaluations until March to include</p> <ol style="list-style-type: none"> <li>1. Number of people reached for contact tracing</li> <li>2. Average time it is taking to conduct investigation</li> <li>3. Questions people are asking beyond contact tracing related questions, including identification of other unmet needs</li> </ol>	Fresno EOC & Subcontractors provide information to CVHPI	Notes from monthly meetings	Monthly

		4. Qualitative data about knowledge gaps of CTs			
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CATEGORY 3: Quarantine Supports					
Activity	Activity Name	Description	Responsible Party	Deliverables	Timeframe
3.1.1	Assess: Needs	<p>Assess needs of presumed or confirmed COVID19 positive community members and their families.</p> <ol style="list-style-type: none"> <li>1. Wage replacement</li> <li>2. Housing/Quarantine site</li> <li>3. Utilities</li> <li>4. Access to healthcare and treatment</li> <li>5. Food Assistance</li> <li>6. Childcare or Eldercare</li> <li>7. Education needs of students in home</li> <li>8. Provide PPE to individuals as needed</li> <li>9. Provide transportation</li> </ol> <p>There will be an ongoing assessment on the total funds allocated and the need between city and county.</p>	Fresno EOC & Subcontractors	Quarantine Assessment	January 2022 – March 2022

3.2.1	Plan: Payment Arrangements	Develop a standardized process for requests and distribution of quarantine supports for all CBOs. Process must be standardized amongst all agencies distributing funds. All agencies must use the same database tracking for all clients to ensure there is not a duplicate disbursement for the same patient/household. Allow for multiple families living within one household.	Fresno EOC & Subcontractors	Invoices for payments with supporting documentation. Monthly map demonstrating location of distributions of patient/household address.	January 2022 – March 2022
3.2.2	Plan: Referrals	Develop process for referrals to complementary resources and services. Track across all agencies in a single database or comparable that will allow reporting of unique individuals being served.	Fresno EOC & Subcontractors	Resource map	January 2022 – March 2022
3.3.1	Implement: Quarantine Supports	Distribute to index cases and close contacts County will work with Contractors to develop screening form and methodology for distribution of funds	Fresno EOC & Subcontractors	# of patients/households that have received funds	January 2022 – March 2022

3.3.2	Implement: Follow-up and Wellness Checks	Assess if index case and contacts have received resources and referrals.	Fresno EOC & Subcontractors	Report of follow-up calls	January 2022 – March 2022
3.4.1	Evaluate	Evaluate monthly in terms of equitable distribution, impact, and level of funding utilized out of the whole. We will be re-evaluating need from geographic region, to amounts being distributed, to budget for isolation/quarantine.	Fresno EOC & Subcontractors	Monthly Meeting Oral Report to DPH Ops	January 2022 – March 2022

Category 4: Vaccine Clinic				
Activity	Activity Name	Description	Deliverables	Timeframe
4.1	Community Needs Assessment	Conduct COVID-19 vaccine needs assessments to inform vaccine outreach, education, equitable distribution, and implementation plan	<p>Conduct community survey to reach minimum of 300 residents to learn about vaccine hesitancy and knowledge gaps</p> <p>Collect vaccine interest from 500 community residents during COVID-19 testing events</p> <p>Conduct four community listening sessions via Zoom</p>	<p>January 2022 – March 2022</p> <p>January 2022 – March 2022</p>
4.1.1	Plan Outreach & Education	Build public awareness and education about the most effective way to help stop the spread of the COVID- 19 virus.	<p>Key messaging development, including value statements, facts, and taglines</p> <p>Web development to include a minimum of three landing pages targeted to address learnings from community assessments</p> <p>Incorporate key messaging, value statements, facts, and taglines into primary marketing collateral</p>	<p>January 2022 – March 2022</p> <p>January 2022 – March 2022</p> <p>January 2022 – March 2022</p>

4.1.2	Implement Outreach/education	Engage key stakeholders, such as AA community leaders, pastors, athletes, physicians in various outreach activities that incorporate the campaign messaging	<p>Virtual outreach via SM platforms, text campaign, phone banking</p> <p>Physician &amp; pastors community panel</p> <p>4-FB Live events/panel discussions</p> <p>6-Community Meetings</p> <p>2-Ask the physician virtual sessions</p>	<p>January 2022 – March 2022</p> <p>January 2022 – March 2022</p> <p>January 2022 – March 2022</p> <p>Monthly</p>
4.1.3	Vaccinator Training	Train 10-15 CHWs to become county certified MAs, to increase the number of skilled vaccinators in the county of Fresno	<p>CHWs will complete: 4-6 hours of vaccine training in partnership with CVHPI</p> <p>Complete CDC Vaccine training for providers. Provide certificate</p> <p>Train 4 CHWs in cold chain</p> <p>Certificated BLS/CPR training</p> <p>County approved MA training/clinical hours</p> <p>Conduct supplemental IM injection training with physician consultant and lead RN</p>	<p>January 2022 – March 2022</p> <p>January 2022 – March 2022</p> <p>January 2022 – March 2022</p> <p>January 2022 – March 2022</p> <p>January 2022 – March 2022</p>



4.1.4	Implement/Operate COVID-19 Vaccine Clinic	Independently manage and operate the clinical and administrative components of a COVID-19 vaccine clinic with a focus on serving the most vulnerable population in a way that advances racial health equity and access.	<p>I. Launch/operate vaccine call center in partnership with CBI</p> <p>II. Manage &amp; facilitate all operational components of vaccine clinic, including:</p> <ul style="list-style-type: none"> <li>a. Vaccine pickup &amp; transport</li> <li>b. Cold chain</li> <li>c. Patient appointments/registrations</li> <li>d. Traffic control</li> <li>e. Clinic setup and patient flow</li> <li>f. logistics related to post-vaccine administration patient observations, and managing patient check- out and second vaccine appointment scheduling</li> <li>g. Patient appointment transport for elderly</li> </ul>	<p>January 2022 – March 2022</p> <p>January 2022 – March 2022</p>
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**COVID-19 Equity Emergency Response  
LEAD AGENCY: FRESNO EOC**

**Exhibit C**

<i>Budget: January 2022 through March 2022</i>	<b>Total</b>
<b>Personnel</b>	
Program Director	7,500
Program Coordinator	5,778
Administrative Assistant	3,785
Data Coordinator	4,219
CI/CT/CHW/Resource	109,336
Clinical Personnel-Vaccine	23,438
Account Clerk	4,350
Finance Manager	5,250
Mental Health Professional	8,789
<b>Personnel Sub-Total</b>	<b>172,444</b>
<b>Fringe</b>	<b>43,111</b>
<b>Total Personnel</b>	<b>215,555</b>
<b>Operating Costs</b>	
Supplies (office, printing, etc)	5,782
Travel/Mileage	1,390
Outreach/Education/Marketing	57,217
Communications	4,142
Supply Transport Rental	1,447
Community Transportation	1,463
Mobile Hotspot Device	2,572
Computers	7,723
Program Supplies	3,079
Staff Supplies	4,702
Vaccine Clinic Supplies	28,125
Community Medical Supplies	19,014
PPE & Cleaning Supplies	18,750
Consultants, Licensed & Unlicensed	51,844
Vaccine Clinic Facilities Rental	21,563
Liability Insurance	469
Software (Scheduling, Cloud)	469
Equipment	1,125
Employee Training	938
Biohazard Waste Disposal	512
Interpretation & Translation	375
<b>Total Operating</b>	<b>232,697</b>
<b>Direct Costs</b>	<b>448,252</b>
<b>Indirect Costs @</b>	<b>9%</b>
<b>Total Direct and Indirect</b>	<b>488,594</b>
<b>EOC Subcontracts</b>	
TBD	447,938
TBD	447,938
TBD	447,938
<b>Other Costs Subtotal</b>	<b>1,343,814</b>
<b>Grand Total</b>	<b>1,832,408</b>

## Fresno County Economic Opportunities Commission (EOC) Housing for the Harvest (H4H) Monthly Report [MMDDYYYY]

Please provide clear and concise responses to the questions listed below. Fresno County Department of Public Health (FCDPH) is interested in hearing about your successes and challenges, as well as how best to support you with the implementation of your Housing for the Harvest (H4H) scope of work activities.

### SECTION I: COVID-19 TESTING

1. **Testing Numbers:** Provide the number of testing events provided during this period and include the location, address and test type performed.

Testing Date	Number Tested	Location	Address	Type of Test

### SECTION 11: CALL CENTER REFERRALS, CASE MANAGEMENT AND WELLNESS CHECKS

2. **Call Center Referrals, Case Management and Wellness Checks:** Provide the total number of individuals that were referred to EOC H4H, triaged and followed up by telephone, and supported with case management services and wellness checks each month and identify the type of case management provided.

Month	Total Number of Referrals	Number of Individuals who Received Case Management or Wellness Services	Type of Case Management Services Provided
April			
May			

3. **Time spent:** Approximately how many hours did you spend conducting any of the services in Section II from March to April?

\_\_\_\_\_ hours/minutes

On average, how long did you spend with one person?

\_\_\_\_\_ hours/minutes

**SECTION III: Vaccine Clinics**

4. **Vaccine Clinics:** Provide the number of vaccine clinics hosted during this period and include the number of people vaccinated at each event, location, address, and vaccine administered.

Vaccine Clinic Date	Number Vaccinated	Location	Address	Vaccine Type

**SECTION IV: Demographic Information**

5. **Language Access:** Provide the number of language services you provided supports in and specify the languages.

<b>Number of languages provided supports in:</b>
<b>Specify the language(s):</b>

6. **Race & Ethnicity:** Please provide the number of individuals supported by race and ethnicity.

Individuals supported by Ethnicity	Cases investigated by Race
Hispanic or Latino ____	American Indian or Native American or
Non-Hispanic or Latino ____	Alaska Native ____
	Asian ____
	Black or African American ____
	Native Hawaiian or Pacific Islander ____
	White ____
	Other ____

7. **Geographical locations:** List at least three zip codes where you provided the greatest case management services, wellness checks and issued the most financial assistance to?

- 1.
- 2.
- 3.

**SECTION V: Financial Assistance**

**Type of Financial Assistance Provided:** Provide the number of individuals that accepted the Hotel Financial Assistance and those that accepted the Home Quarantine Financial Assistance.

<b>Number of Individuals accepting the Hotel Financial Assistance:</b>	<b>Number of Individuals accepting the Home Quarantine Financial Assistance:</b>

Please check the type of financial assistance more frequently requested:

- |                                       |   |  |
|---------------------------------------|---|--|
| <input type="checkbox"/> Food         | <input type="checkbox"/> Utilities        | <input type="checkbox"/> Rent/Mortgage     |
| <input type="checkbox"/> Childcare    | <input type="checkbox"/> Laundry Services | <input type="checkbox"/> Transportation    |
| <input type="checkbox"/> Respite Care | <input type="checkbox"/> Medical          | <input type="checkbox"/> Distance Learning |
| <input type="checkbox"/> Other: _____ |   |  |

**SECTION VI: Training**

**Training:** List any trainings attended during this period whether provided by Fresno County Department of Public Health, the California Department of Social Services or others to support your scope of work.

Training Date	Type of Training	Staff Attending

Describe any additional trainings needs you may have to more effectively and efficiently complete your work activities.

**SECTION VI: Successes and Challenges**

1. Provide one to two success stories that will demonstrate the impact EOC is making in Fresno County.
  
2. Describe any challenges during this reporting period that made it particularly difficult to accomplish your activities?
  
3. Is there anything else Fresno County Department of Public Health can do to further support your success with the H4H Program?

## 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).

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