

**AGREEMENT**

THIS AGREEMENT is made and entered into this 28 day of December, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Fresno Building Healthy Communities (Fresno BHC), a California non-profit organization whose address is 367 N. First St. Fresno, CA 93702, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

WHEREAS, COUNTY, is in need of widespread community messaging through trusted community leaders to enable and improve voluntary compliance to contain the spread of COVID-19 especially among high risk residents who face challenges to 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 the ability to execute and oversee subcontracts with multiple local community benefit organizations skilled in the provision of such services and possessing unique community ties to vulnerable population groups to advance health equity throughout the pandemic; and

WHEREAS, CONTRACTOR, has been performing services since August 2020 as a subcontracted lead agency with Fresno Economic Opportunities Commission (Fresno EOC), a California non-profit public benefit organization. In accordance to terms and conditions stipulated in COUNTY's Agreement D-20-316 with Fresno EOC to provide fiscal stewardship to CONTRACTOR, Fresno EOC has recommended that CONTRACTOR has met all the contractual requirements and has performed satisfactorily. Fresno County Department of Public Health (FCDPH) has provided oversight of operations and ensured full

1 implementation of all scopes of work detailed in Agreement D-20-316, and acknowledges that  
2 CONTRACTOR is an integral part of the success of the COVID Equity Project thus far with the other two  
3 coalitions contracted with the COUNTY. Based on the performance of CONTRACTOR, FCDPH  
4 recommends the proposed Agreement; and

5 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein  
6 contained, including the above recitals which are incorporated into and are a part of this Agreement, the  
7 parties hereto agree as follows:

8 1. OBLIGATIONS OF THE CONTRACTOR

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

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

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

17 D. CONTRACTOR shall require its subcontractors pursuant to this Agreement to  
18 indemnify the COUNTY as set forth in the first paragraph of section nine (9); to carry insurance, naming  
19 the County of Fresno as additional insured, as set forth in section ten (10) of this Agreement; to comply  
20 with the invoicing and documentation provisions, as set forth in section five (5) of this Agreement; to pay  
21 back to COUNTY advance payments deemed in excess of actual costs, as determined by the COUNTY;  
22 to comply with the Audits and Inspections provisions, as set forth in section thirteen (13) of this  
23 Agreement; to comply with the Single Audit Clause provisions, as set forth in section fourteen (14) of  
24 this Agreement, to comply with the Health Insurance Portability and Accountability Act provisions, as set  
25 forth in section fifteen (15) of this Agreement; to comply with the Data Security provisions, as set forth in  
26 section sixteen (16) of this Agreement; to comply with the Non-Discrimination provisions, as set forth in  
27 section seventeen (17) of this Agreement; and to comply with the Certification Regarding Debarment,  
28 Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions provisions, the

1 Property of County provisions, the Prohibition on Publicity, the Conflict of Interest provisions, and  
2 Lobbying Activity provisions, as set forth in sections nineteen (19), twenty (20), twenty-one (21), twenty-  
3 two (22), and twenty-four (24) of this Agreement.

4 2. OBLIGATIONS OF THE COUNTY

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

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

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

15 3. TERM

16 The term of this Agreement shall be effective December 31, 2020 through June 30, 2021. This  
17 Agreement may be extended an additional six (6) month period upon written approval of both parties no  
18 later than thirty (30) days prior to the first day of the next six (6) month extension period. The Director or his  
19 or her designee is authorized to execute such written approval on behalf of COUNTY based on  
20 CONTRACTOR'S satisfactory performance.

21 4. TERMINATION

22 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be  
23 provided hereunder, are contingent on the approval of funds by the appropriating government agency.  
24 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
25 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice. Funding for  
26 these services is provided by one or more of the following funding sources: the federal Coronavirus Aid,  
27 Relief and Economic Security (CARES) Act funding (CDFA 21.019), Federal Emergency Management  
28 Agency (FEMA) Disaster Grants—Public Assistance Funding (CDFA 97.036), and/or other funding made

1 available through legislation. Additional federal, state or local funding may be made available.

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

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

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

14 C. Without Cause - Under circumstances other than those set forth above, this  
15 Agreement may be terminated by COUNTY or CONTRACTOR upon the giving of thirty (30) days  
16 advance written notice of an intention to terminate to the other party. In such an event, COUNTY shall  
17 pay CONTRACTOR all outstanding invoices for services provided as of the effective date of termination.

18 5. COMPENSATION/INVOICING:

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

26 B. In no event shall services performed under this Agreement by CONTRACTOR be  
27 in excess of \$2,923,920 (Two Million Nine Hundred Twenty-Three Thousand Nine Hundred and Twenty  
28 Dollars) during the term of this Agreement. It is understood that all expenses incidental to

1 CONTRACTOR, performance of services under this Agreement shall be borne by CONTRACTOR.

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

6 D. CONTRACTOR shall submit activity reports on a template to be provided by  
7 COUNTY in accordance with the scope of work attached hereto Exhibit A, by the twentieth (20<sup>th</sup>)  
8 working day of each month for the prior month's services.

9 E. Notwithstanding the above, payments made by COUNTY shall be in arrears, for  
10 services provided during the preceding month, within forty-five (45) days after receipt and verification of  
11 CONTRACTOR'S invoices by COUNTY's Department of Public Health. Invoice verification shall consist  
12 of: review of supporting documentation for all expenditures, which may include but not be limited to  
13 timesheets, receipts, mileage records, quarantine support records, and subcontractor invoices including  
14 all like supporting documentation; documentation is compliant with Section 12 of this Agreement; line  
15 item totals detailed in Exhibit B attached hereto have not been over-expended; indirect costs have been  
16 correctly calculated; and the required invoice template has been submitted.

17 6. 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, their 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       7. 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 line items 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 line item  
12 changes shall not result in any change to the maximum compensation amount payable to CONTRACTOR,  
13 as stated herein.

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

16       Notwithstanding the foregoing, COUNTY hereby consents to CONTRACTOR subcontracting with any of  
17 the entities identified in Exhibit A. The Department of Public Health Director or designee may consent to  
18 CONTRACTOR subcontracting with additional entities.

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

27       10. INSURANCE: Without limiting the COUNTY's right to obtain indemnification from  
28 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force

1 and effect, the following insurance policies or a program of self-insurance, including but not limited to,  
2 an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the  
3 Agreement:

4 A. Commercial General Liability

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

10 B. Automobile Liability

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

14 C. Professional Liability

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

18 D. Worker's Compensation

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

20 E. Molestation

21 Sexual abuse/molestation liability insurance with limits of not less than One Million Dollars  
22 (\$1,000,000.00) per occurrence. Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall  
23 be issued on a per occurrence basis.

24 Additional Requirements Relating to Insurance

25 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming  
26 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional  
27 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for  
28 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained

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

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

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

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

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

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

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

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

11           B.       COUNTY shall be notified prior to execution of this Agreement of the receipt of  
12                    any communication from the Director, Office of Federal Activities, U.S. EPA  
13           indicating that a facility to be utilized in the performance of this Agreement is under consideration to be  
14           listed on the EPA list of Violating Facilities;

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

17           D.       This assurance shall be included in every nonexempt subgrant, contract, or  
18                    subcontract.

19           13.    AUDITS AND INSPECTIONS:

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

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

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1           14.    SINGLE AUDIT CLAUSE:

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

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

18           15.    HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

19           A.     The parties to this Agreement shall be in strict conformance with all applicable  
20 Federal and State of California laws and regulations, including but not limited to Sections 5328, 10850,  
21 and 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and 431.300 *et seq.* of Title 42,  
22 Code of Federal Regulations (CFR), Section 56 *et seq.* of the California Civil Code and the Health  
23 Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 D *et seq.* of  
24 Title 42, United States Code (USC) and its implementing regulations, including, but not limited to Title 45,  
25 CFR, Sections 142, 160, 162, and 164, The Health Information Technology for Economic and Clinical  
26 Health Act (HITECH) regarding the confidentiality and security of patient information, and the Genetic  
27 Information Nondiscrimination Act (GINA) of 2008 regarding the confidentiality of genetic information.

28                   Except as otherwise provided in this Agreement, CONTRACTOR, as a Business

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

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

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

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

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

28 F. CONTRACTOR shall provide access, at the request of COUNTY, and in the time

1 and manner designated by COUNTY, to PHI in a designated record set (as defined in 45 CFR Section  
2 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR Section 164.524  
3 regarding access by individuals to their PHI. With respect to individual requests, access shall be  
4 provided within thirty (30) days from request. Access may be extended if CONTRACTOR cannot  
5 provide access and provides individual with the reasons for the delay and the date when access may  
6 be granted. PHI shall be provided in the form and format requested by the individual or COUNTY.

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

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

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

1 County of Fresno  
2 Dept. of Public Health  
3 HIPAA Representative  
4 (559) 600-6439  
5 P.O. Box 11867  
6 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

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

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

17 I. Safeguards

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

28 CONTRACTOR shall implement strong access controls and other security

1 safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g.,  
2 PHI) or sensitive data to authorized users only. Said safeguards and precautions shall include the  
3 following administrative and technical password controls for all systems used to process or store  
4 confidential, personal, or sensitive data:

- 5 1. Passwords must not be:
  - 6 a. Shared or written down where they are accessible or recognizable  
7 by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;
  - 8 b. A dictionary word; or
  - 9 c. Stored in clear text
- 10 2. Passwords must be:
  - 11 a. Eight (8) characters or more in length;
  - 12 b. Changed every ninety (90) days;
  - 13 c. Changed immediately if revealed or compromised; and
  - 14 d. Composed of characters from at least three (3) of the following four

15 (4) groups from the standard keyboard:

- 16 1) Upper case letters (A-Z);
- 17 2) Lowercase letters (a-z);
- 18 3) Arabic numerals (0 through 9); and
- 19 4) Non-alphanumeric characters (punctuation symbols).

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

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

27 CONTRACTOR shall utilize a commercial encryption solution that has received  
28 FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable

1 electronic media (including, but not limited to, compact disks and thumb drives) and on portable  
2 computing devices (including, but not limited to, laptop and notebook computers).

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

9 J. Mitigation of Harmful Effects

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

14 K. CONTRACTOR'S Subcontractors

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

21 L. Employee Training and Discipline

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

27 M. Termination for Cause

28 Upon COUNTY's knowledge of a material breach of these provisions by a

1 CONTRACTOR, COUNTY shall either:

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

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

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

9 N. Judicial or Administrative Proceedings

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

16 O. Effect of Termination

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

25 P. Disclaimer

26 COUNTY makes no warranty or representation that compliance by  
27 CONTRACTOR with these provisions, the HITECH Act, HIPAA or the HIPAA regulations will be  
28 adequate or satisfactory for CONTRACTOR'S own purposes or that any information in



1 CONTRACTOR'S possession or control, or transmitted or received by CONTRACTOR, is or will be  
2 secure from unauthorized access, viewing, use, disclosure, or breach. CONTRACTOR are solely  
3 responsible for all decisions made by CONTRACTOR regarding the safeguarding of PHI.

4 Q. Amendment

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

14 R. No Third-Party Beneficiaries

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

19 S. Interpretation

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

24 T. Regulatory References

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

27 U. Survival

28 The respective rights and obligations of CONTRACTOR as stated in this Section

1 shall survive the termination or expiration of this Agreement.

2 V. No Waiver of Obligations

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

6 W. Public Health Exception Extended

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

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

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

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

23 c) A covered entity may use or disclose protected health information to the  
24 extent that such use or disclosure is required by law and the use or disclosure complies with and is  
25 limited to the relevant requirements of such law.” (Title 45 C.F.R. §§ 164.502 (a)(1)(vii),  
26 164.512(a)(1).)

27 16. DATA SECURITY: For the purpose of preventing the potential loss, misappropriation or  
28 inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client

1 information; abuse of COUNTY resources; and/or disruption to COUNTY operations, individuals and/or  
2 agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services  
3 under this Agreement must employ adequate data security measures to protect the confidential  
4 information provided to CONTRACTOR by the COUNTY, including but not limited to the following:

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

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

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

12 B. CONTRACTOR-Owned Computers or Computer Peripherals

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

19 C. COUNTY-Owned Computer Equipment

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

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

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

1 internally and externally.

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

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

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

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

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

22	<u>COUNTY</u>	<u>CONTRACTOR</u>
23	County of Fresno	Fresno Building Healthy Communities
24	Director, Department of Public Health	President & CEO
25	1221 Fulton St.	367 N. First St.
26	Fresno, CA 93721	Fresno, CA 93702

27 All notices between the COUNTY and CONTRACTOR provided for or permitted under this  
28 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by  
an overnight commercial courier service, or by email. A notice delivered by personal service is effective  
upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY

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

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

13 A. COUNTY and CONTRACTOR recognize that CONTRACTOR is a recipient of  
14 Federal funds under the terms of this Agreement. By signing this Agreement, CONTRACTOR agrees to  
15 comply with applicable Federal suspension and debarment regulations, including but not limited to: 7  
16 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order 12549. By signing this Agreement,  
17 CONTRACTOR attests to the best of its knowledge and belief, that it and its principals:

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

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

27 C. CONTRACTOR shall include a clause titled "Certification Regarding Debarment,  
28 Suspension, Ineligibility, and Voluntary Exclusion- Lower Tier Covered Transactions" and similar in

1 nature to this paragraph in all lower tier covered transactions and in all solicitations for lower tier covered  
2 transactions.

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

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

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

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

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

26 22. CONFLICT OF INTEREST: No officer, employee or agent of the COUNTY who exercises  
27 any function or responsibility for planning and carrying out of the services provided under this  
28 Agreement shall have any direct or indirect personal financial interest in this Agreement. In addition,

1 no employee of the COUNTY shall be employed by the CONTRACTOR under this Agreement to fulfill  
2 any contractual obligations with the COUNTY. COUNTY and CONTRACTOR shall comply with all  
3 Federal, State of California and local conflict of interest laws, statutes and regulations, which shall be  
4 applicable to all parties and beneficiaries under this Agreement and any officer, employee or agent of  
5 the COUNTY.

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

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

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

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

20 26. DISCLOSURE OF SELF-DEALING TRANSACTIONS:

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

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

1 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C and incorporated  
2 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing  
3 transaction or immediately thereafter.

4           27. SEVERABILITY: The positions of this Agreement are severable. The invalidity or  
5 unenforceability of any one provision in the Agreement shall not affect the other provisions.

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

3 **FRESNO BUILDING HEALTHY**  
4 **COMMUNITIES, INC.**

5 

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

7  
8 Sandra Celedon, President and CEO

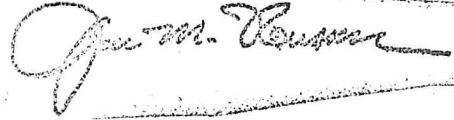
9 Print Name & Title  
(Chairman of the Board, or President or Vice President)

10  
11 PO BOX 7694

12  
13 Fresno, CA 93747

14 Mailing Address

**COUNTY OF FRESNO:**



\_\_\_\_\_  
Jean Rousseau, County Administrative Officer  
of the County of Fresno

25 FOR ACCOUNTING USE ONLY:

26 ORG No.: 56201019

Account No.: 7295

27 Fund No.: 0001

Subclass No.: 10000

28

## COVID-19 Equity Project: Scope of Work

All Plans submitted for each of the three 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. Scope of Work is a continuation from Agreement # D-20-316 with Fresno County EOC thus some planning items have been completed and accepted by DPH.

<b>CATEGORY 1: Health Education and Outreach</b>						
<b>Activity</b>	<b>Activity Name</b>	<b>Description</b>	<b>Responsible Party</b>	<b>County or City of Fresno Division Activity</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	All Partners	County/City	Assessment	July - December
1.1.2	Assess: Testing Needs	Identify through data analysis any targeted geographic or demographic population for testing events and outreach.	CVHPI	County	Ongoing reports of identified targeted populations	July-December

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>	CVHPI  Fresno BHC  Cultiva la Salud	County initially, then city funds as we evolve the type of training needed	Curriculum	July-September
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>	CVHPI  FIRM  CBDIO  Jakara Movement  Cultiva La Salud	City and County (50/50 split in overall budget, assumption that County funds will be available	Curriculum	August-September

		<p>5. Swahili (available, but not anticipated)</p> <p>6. AA cultural adaptation</p>		first, spent first)		
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>	<p>All Partners</p> <p>CBDIO to coordinate all partners</p>	<p>County</p> <p>City</p>	<p>Documented agreement and schedule of events</p> <p>Written plan and agreement</p>	<p>By August 7<sup>th</sup>, identify county sites with event plan and education materials, all ready to go for the each event. By August 15<sup>th</sup> conduct first event</p>





1.2.4.2	Plan: Health Education Materials & Messages	Plan health education talking points, messages and materials within each target population.	Cultiva La Salud CVHPI	City/County 50/50	Talking points, messages and developed materials	July-August Updated 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	Cultiva La Salud CVHPI Fresno BHC CBDIO FIRM	50/50	Field-testing reports.	Monthly July-December
1.3.1	Implement : Training	CHW/Promotora Initial One Week Training:  Ongoing Continuing Education on at least biweekly basis  Train-the-Trainer support for lead CHWs at each agency	CVHPI with All Partners	50/50	Sign-in sheets/electronic documentation	Late July/ Early August  July-December  Late August

1.3.2	Implement: Health Education & Outreach	<p>Conduct health education to target audiences. Include outreach and promotion of testing events.</p> <p>Approach 1: High Volume Direct Health Education on Transmission/Prevention- Coalition partners will engage in direct outreach through numerous platforms with a goal of reaching large segments of the underserved population with consistent messaging. This approach will include:</p> <ul style="list-style-type: none"> <li>● Phonebanking/texting campaigns, direct texting</li> <li>● Robocalls <ul style="list-style-type: none"> <li>○ Using existing call lists</li> <li>○ Through City Phonetrees</li> </ul> </li> <li>● WhatsApp</li> <li>● Social Media: Facebook, Instagram, and Twitter</li> <li>● Webinars/Virtual Talks</li> <li>● Grass roots ambassadors</li> </ul>	All Partners  All Partners	Remote Communications: 50% City and 50% County  In Person Outreach: Actuals based on location of event sites	Talking points  -Messages (Voice and video included) -Contact metrics and tracking by method (number of attempts, contacts, completed conversations by approach) -WhatsApp: Number of members on groups -Social Media: Highest number of shares per month on any post -Webinars and Virtual talks: number of views after 1 month.	July - December  August-December
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		<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>	All Partners	In Person Outreach: Actuals based on location of event sites	Contact metrics and tracking by method	August-December
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		<p>Approach 4: Inter-institutional Cooperation &amp; Collaboration with Project Staff &amp; Local School Districts (GO Fresno)- 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>	Fresno BHC	In Person Outreach: Actuals based on location of event sites	<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>July- August</p> <p>August</p> <p>August-September</p> <p>September-December</p>
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<p>1.3.3</p>	<p>Implement: Testing Events</p>	<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>All Partners</p>	<p>In Person Outreach: Actuals based on location of event sites</p> <p>City</p>	<p>Number of testing events assisted</p> <p># of people contacted to attend event # attendees</p> <p>#of people followed up after event</p>	<p>July-December</p> <p>July-December</p> <p>September-December</p>
<p>1.3.4</p>	<p>Implement: Communications</p>	<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>All Partners</p>	<p>Remote Communications: 50% City and 50% County</p>	<p># of Interviews, # of publications # of segments</p>	<p>July-December</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>Remote Communications: 50% City and 50% County</p> <p>In Person Outreach: Actuals based on location of contact</p>	<p>devoted to COVID Outreach</p> <p># of views on website after live airing</p> <p># of people served by hotline</p>	<p>August-December</p> <p>September-December</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>	All Partners	50% City and 50% County	# of field testing groups monthly	Monthly August-December

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?)	CVHPI  Cultiva La Salud	50% City and 50% County	CHW/Promotor a training evaluations	August- December
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 BHC  CVHPI	50% City and 50% County	Data from Evaluation Meetings with Team leads reported to DPH Ops and UCSF Leadership joint meetings	Monthly August- December

1.4.3	Evaluate: Events/Outreach	Evaluate effectiveness of outreach strategies around: community knowledge of virus, turnout at testing events, follow up	CVHPI Jakara/CBDIO	50% City and 50% County	Focus Groups and Survey Results from invited past participants of outreach	September- December
1.4.4	Evaluate	Evaluate implications for vaccination campaign and develop recommendations for practice	CVHPI	50% City and 50% County	Report to DPH Ops and UCSF Leadership joint meetings	November- December



CATEGORY 2: Contact Tracing & Medical Investigation						
Activity	Activity Name	Description	Responsible Party	County or City of Fresno Division Activity	Deliverables	Timeframe
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>	CVHPI	County	Meeting minutes  Final list of measures to be collected by all CBOs for evaluation purposes	August
2.1.2	Assess	Re-evaluate and modify training for contact tracing modules and testing protocols as they change	CVHPI	County	Updated training modules	Monthly September - December
2.2.1	Plan	Develop basic overview module on <i>Contact Tracing</i> & coordination with Medical Investigation to include information on: <ol style="list-style-type: none"> <li>1. Contact Tracing</li> </ol>	CVHPI  Fresno BHC	County	Curriculum	By August 15

		<ul style="list-style-type: none"> <li>2. Motivational Interviewing</li> <li>3. Difficult clients</li> <li>4. County HIPAA training</li> <li>5. Infection control and prevention</li> </ul> <p>Adapt modules to 13 languages/cultures to ensure Literacy levels, visuals that are representative of community</p>	<p>FIRM CBDIO Jakara Cultiva La Salud</p>		<p>5,5,1,1,1 adaptations</p>	<p>September/October</p>
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>	<p>All partners with CTs</p>	<p>City/County  County</p>	<p>Sign In Sheets  County certification/ approval</p>	<p>By September 15  By September 30th</p>
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. 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.</p>	<p>All partners with CTs</p>	<p>City/County based on location of patient address</p> <p>Budget assumed 53% City and 47% County</p>	<p>REDCap or CalREDIE</p>	<p>September - December</p>

		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.				
2.3.1.3	Implement	Conduct ongoing Continuing Education as contact tracing training and protocols adapt	CVHPI with all trained CTs	County	Sign In Sheets	October - December
2.4.1	Evaluate	<p>Monthly evaluations until December 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> <li>4. Qualitative data about knowledge gaps of CTs</li> </ol>	<p>CVHPI</p> <p>All Partners provide information to CVHPI</p>	City/County 50/50	Notes from monthly meetings	Monthly

CATEGORY 3: Quarantine Supports						
Activity	Activity Name	Description	Responsible Party	Metropolitan Cities/County Division	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>	All Partners	<p>County – Funds will be distributed to the vulnerable population in Fresno County. Priority for funding will be in the rural cities, unincorporated areas (e.g. Cantua Creek, Del Rey, Five Points, Calwa), and disadvantaged areas within metropolitan cities.</p>	Quarantine Assessment	July-August

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 BHC	County	Invoices for payments with supporting documentation. Monthly map demonstrating location of distributions of patient/household address.	August-December
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.	All Partners	County	Resource map	September
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 BHC	County	# of patients/households that have received funds	September-December

3.3.2	Implement: Follow-up and Wellness Checks	Assess if index case and contacts have received resources and referrals.	All Partners	County	Report of follow-up calls	September-December
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.	CVHPI	County	Monthly Meeting Oral Report to DPH Ops	Monthly September-December

**Immigrant Refugee Coalition  
COVID-19 Equity Project Budget  
December 31, 2020 - June 30, 2021**

	<b>Budget</b>
<b>Personnel</b>	
President & CEO	13,504
Chief Administrative Officer	7,836
Executive Admin Assistant	6,240
Communications Specialist	12,480
Project Director	7,121
Project Manager	14,172
Project Specialist	12,480
Project Assistant	7,740
Data Manager	7,585
Compliance Manager	12,641
Lead Community Health Worker	13,759
Community Health Worker/Contact Tracer (8)	99,840
<b>Personnel Sub-Total</b>	<b>215,398</b>
<b>Fringe</b>	<b>68,927</b>
<b>Total Personnel</b>	<b>284,325</b>
<b>Operating Costs</b>	
Travel	4,200
Communications	1,800
Office Expenses	1,800
Conference, Meeting, Event	2,500
Database Software & Subscriptions	750
Printing & Copying	6,000
Quarantine Supports	1,174,916
<b>Total Operating</b>	<b>1,191,966</b>
<b>Direct Costs</b>	<b>1,476,291</b>
<b>Indirect Costs @ 10%</b>	<b>147,629</b>
<b>Total Direct and Indirect</b>	<b>1,623,920</b>
<b>Other Costs (not included in indirect)</b>	
Legal/Professional Services	90,000
Coalition Marketing, Comms, & Graphic Design Services	40,000
CVHPI	90,000
CBDIO	150,000
CLFA	120,000
Cultiva La Salud	210,000
FIRM	270,000
Jakara Movement	240,000
Reading & Beyond	60,000
The Fresno Center	30,000
<b>Other Costs Subtotal</b>	<b>1,300,000</b>
<b>Grand Total</b>	<b>2,923,920</b>

## 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>	