

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of September, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and The Fresno Center, a California non-profit organization, whose address is 4879 E. Kings Canyon Rd Fresno, California, 93727, 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;

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 these population groups;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

- A. CONTRACTOR shall perform all services and fulfill all responsibilities identified in Exhibit A, attached hereto and by this reference incorporated herein.
- B. CONTRACTOR shall abide by local and state pandemic guidelines in place at any given time during the pandemic response and shall make every reasonable effort to follow safe and appropriate public health protection measures to minimize risk of exposure.
- C. CONTRACTOR shall collaborate on media communications and public messages to ensure cohesive, unified messaging. CONTRACTOR shall notify COUNTY within one (1) business

1 day upon receiving media requests for interviews or information.

2 **2. OBLIGATIONS OF THE COUNTY**

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

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

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

13 **3. TERM**

14 The term of this Agreement shall be effective September 1, 2021 through and including December
15 31, 2021.

16 **4. TERMINATION**

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

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

- 28 1) An illegal or improper use of funds;

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- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 4) Improperly performed service.

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

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

5. COMPENSATION/INVOICING:

A. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation at the rates as identified in Exhibit B, attached hereto and incorporated herein by this reference. CONTRACTOR shall submit monthly invoices by the thirtieth (30th) working day of each month for the prior month's services using a template to be provided by COUNTY, with full appropriate supporting documentation (e.g., activity log, receipts, invoices) to the County of Fresno, Department of Public Health, COVID Response, 6th Floor P.O. Box 11867, Fresno, CA 93775, Attention: Business Office or dphboap@fresnocountyca.gov. The Agreement number must appear on all invoices.

B. In no event shall compensation paid for services performed under this Agreement be in excess of \$300,000 (Three Hundred Thousand and No/100 dollars) during the term of this Agreement. It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

C. CONTRACTOR shall work with County to create an appropriate reporting mechanism in accordance with the scope of work attached hereto as Exhibit A. CONTRACTOR shall submit monthly reports by the twentieth (20th) working day following the prior month's services using the report template

1 attached hereto as Exhibit "C".

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

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

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

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

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

1 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
2 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
3 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

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

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

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

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

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

22 10. INSURANCE

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

27 A. Commercial General Liability

28 Commercial General Liability Insurance with limits of not less than Two Million Dollars

1 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
2 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
3 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
4 liability or any other liability insurance deemed necessary because of the nature of this contract.

5 B. Automobile Liability

6 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
7 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
8 used in connection with this Agreement.

9 C. Professional Liability

10 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
11 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
12 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. CONTRACTOR
13 agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years
14 following the termination of this Agreement, one or more policies of professional liability insurance with
15 limits on coverage as specified herein.

16 D. Worker's Compensation

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

19 E. Molestation

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

23 F. Cyber Liability

24 Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000
25 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by
26 CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of
27 intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion
28 of privacy violations, information theft, damage to or destruction of electronic information, release of private

1 information, alteration of electronic information, extortion and network security. The policy shall provide
2 coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring
3 expenses with limits sufficient to respond to these obligations.

4 Additional Requirements Relating to Insurance

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

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

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

1 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed
2 without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

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

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

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

26 13. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business hours,
27 and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of
28 its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall,

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

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

6 14. SINGLE AUDIT CLAUSE:

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

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

23 15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

24 A. The parties to this Agreement shall be in strict conformance with all applicable
25 Federal and State of California laws and regulations, including but not limited to Sections 5328, 10850,
26 and 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and 431.300 *et seq.* of Title 42,
27 Code of Federal Regulations (CFR), Section 56 *et seq.* of the California Civil Code and the Health
28 Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 D *et seq.* of

1 Title 42, United States Code (USC) and its implementing regulations, including, but not limited to Title 45,
2 CFR, Sections 160, 162, and 164, The Health Information Technology for Economic and Clinical Health
3 Act (HITECH) regarding the confidentiality and security of patient information, and the Genetic Information
4 Nondiscrimination Act (GINA) of 2008 regarding the confidentiality of genetic information.

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

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

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

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

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

5 F. CONTRACTOR shall provide access, at the request of COUNTY, and in the time
6 and manner designated by COUNTY, to PHI in a designated record set (as defined in 45 CFR Section
7 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR Section 164.524
8 regarding access by individuals to their PHI. With respect to individual requests, access shall be
9 provided within thirty (30) days from request. Access may be extended if CONTRACTOR cannot
10 provide access and provides individual with the reasons for the delay and the date when access may
11 be granted. PHI shall be provided in the form and format requested by the individual or COUNTY.

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

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

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

1 breach and is responsible for all notifications required by law and regulation or deemed necessary by
2 COUNTY and shall provide a written report of the investigation and reporting required to COUNTY's
3 Information Security Officer and Privacy Officer and COUNTY's DPH HIPAA Representative. This written
4 investigation and description of any reporting necessary shall be postmarked within the thirty (30) working
5 days of the discovery of the breach to the addresses below:

6 County of Fresno
7 Dept. of Public Health
8 HIPAA Representative
9 (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

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

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

22 I. Safeguards

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

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

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

- 22 1) Upper case letters (A-Z);
- 23 2) Lowercase letters (a-z);
- 24 3) Arabic numerals (0 through 9); and
- 25 4) Non-alphanumeric characters (punctuation symbols).

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

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

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

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

15 J. Mitigation of Harmful Effects

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

20 K. CONTRACTOR'S Subcontractors

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

27 L. Employee Training and Discipline

28 CONTRACTOR shall train and use reasonable measures to ensure compliance

1 with the requirements of these provisions by employees who assist in the performance of functions or
2 activities on behalf of COUNTY under this Agreement and use or disclose PHI and discipline such
3 employees who intentionally violate any provisions of these provisions, including termination of
4 employment.

5 M. Termination for Cause

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

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

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

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

15 N. Judicial or Administrative Proceedings

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

22 O. Effect of Termination

23 Upon termination or expiration of this Agreement for any reason, CONTRACTOR
24 shall return or destroy all PHI received from COUNTY (or created or received by CONTRACTOR on
25 behalf of COUNTY) that CONTRACTOR still maintains in any form, and shall retain no copies of such
26 PHI. If return or destruction of PHI is not feasible, it shall continue to extend the protections of these
27 provisions to such information, and limit further use of such PHI to those purposes that make the return
28 or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of

1 subcontractors or agents, if applicable, of CONTRACTOR. If CONTRACTOR destroy the PHI data, a
2 certification of date and time of destruction shall be provided to the COUNTY by CONTRACTOR.

3 P. Disclaimer

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

10 Q. Amendment

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

20 R. No Third-Party Beneficiaries

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

25 S. Interpretation

26 The terms and conditions in these provisions shall be interpreted as broadly as
27 necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The
28 parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved in

1 favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

2 T. Regulatory References

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

5 U. Survival

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

8 V. No Waiver of Obligations

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

12 W. Public Health Exception Extended

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

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

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

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

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

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

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

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

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

18 B. CONTRACTOR-Owned Computers or Computer Peripherals

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

25 C. COUNTY-Owned Computer Equipment

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

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

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

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

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

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

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

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

28 COUNTY CONTRACTOR

1 COUNTY OF FRESNO
2 Director, Department of Public Health
3 1221 Fulton St.
4 Fresno, CA 93721

The Fresno Center
CEO
4879 E. Kings Canyon Rd.
Fresno, CA, 93727

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

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

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

- 27 1. Are not presently debarred, suspended, proposed for debarment, declared
28 ineligible, or voluntarily excluded by any Federal department or agency; and
2. Shall not knowingly enter into any covered transaction with an entity or person

1 who is proposed for debarment under Federal regulations, debarred, suspended,
2 declared ineligible, or voluntarily excluded from participation in such transaction

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

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

10 D. CONTRACTOR shall, prior to soliciting or purchasing goods and services in excess of
11 \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and debarment
12 status at <https://sam.gov/SAM/>

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

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

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

25 21. PROHIBITION ON PUBLICITY: None of the funds provided directly or indirectly under this
26 Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of
27 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the
28 above, funds provided directly or indirectly under this Agreement may be used by CONTRACTOR for

1 publicity of the services described in Paragraph One (1) of this Agreement as necessary to raise public
2 awareness about the availability of such specific services when approved in advance by COUNTY's
3 Director of Public Health or designee for such items as written/printed materials, the use of media (i.e.,
4 radio, television, newspapers) and any other related expense(s).

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

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

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

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

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

26 26. DISCLOSURE OF SELF-DEALING TRANSACTIONS

27 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit
28 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status

1 to operate as a corporation.

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

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

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

27 29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
28 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous

1 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
2 understanding of any nature whatsoever unless expressly included in this Agreement. In the event of any
3 inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be
4 resolved by giving precedence in the following order of priority: (1) the text of this Agreement (excluding
5 exhibits and (2) the exhibits attached hereto.

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

3
4 **CONTRACTOR**
5 **The Fresno Center**

COUNTY OF FRESNO

6 _____
7 (Authorized Signature)



Jean Rousseau, County Administrative
Officer of the County of Fresno

8 Pao Yang, President & CEO

9 _____
10 Print Name & Title

11 4879 E. Kings Canyon Rd.

12 _____
13 Fresno, CA 93727

14 _____
15 Mailing Address

16 FOR ACCOUNTING USE ONLY:

17 Fund: 0001

18 Subclass: 10000

19 ORG: 56201019

20 Account: 7295

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THE FRESNO CENTER

ORGANIZATIONAL DESCRIPTION:

The Fresno Center (TFC) is a nonprofit organization that assist individuals in becoming self-sufficient, self-fulfilled and more productive members of the community while Fostering Cultural Preservation and Promoting Cross Cultural Understanding. TFC has employed all resources for responding to the pandemic including, serving as a City of Fresno partner in the CARES ACT. With these resources, TFC has instituted a food relief program, a housing assistance and rental assistance project, and has increased community outreach utilizing AmeriCorps. During the pandemic, TFC organized COVID testing and vaccine support with additional support from the Sierra Health Foundation and Building Healthy Communities collaborative. The Fresno Center's 22 programs will be leveraged for this program, especially those that are serving the API populations: Parent University Program, Neighborhood Resource Center, Immigration Program, Access to Cultural Healthcare Program, Living Well Center, California Reducing Disparities Program, Southeast Asian Taskforce Coalition, Adult Day Healthcare Program, Southeast Asian Navigator Program, Horticultural Therapeutic Gardening Program, and more.

PURPOSE:

The County of Fresno (County) Department of Public Health (DPH) is in need of community health outreach and support services related to the COVID-19 pandemic to address the needs of Fresno County's vulnerable populations including immigrants and refugees, agricultural and food process workers, and other essential workers. Fresno 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

EDUCATION MATERIALS:

Education materials distributed to the community will be from TFC and Fresno County Department of Public Health.

OBJECTIVES:

By December 31, 2021, TFC will have provided services to 3,200 individuals including children, in addition to hosting 8 vaccine clinics.

TFC will provide notification to the Department of Public Health one week prior to any vaccination events the date, time, and location of the event. The number of individuals that received education through TFC, the date and location of that education will also be submitted in a monthly report.

COVID-19 Vaccines will be procured through third party healthcare providers at TFC worksite and communities. The services will be provided beginning on the execution date of an approved agreement through December 31, 2021.

**COVID Community Outreach for All Program
Budget Summary
9/1/2021-12/31/2021**

Approved Contract

A	E=A+B+C+D
Direct	Total

Categories: Description

a. PERSONNEL									
1	Salaries (Total 6 FTEs; 1 Community Outreach Manager; 1 Community Health Worker II; 4 Community Health Worker I)							100,160	100,160
2									
								Subtotal	100,160
b. FRINGE BENEFITS									
1	Fringe (Total 6 FTEs, includes: SUI, Vision, FICA, health insurance, dental, pension, life insurance, workers' compensation)							25,446	25,446
2									
								Subtotal	25,446
c. TRAVEL									
1	Mileage reimbursement	88 workdays x	50 miles x	5 FTE x	0.56 =	\$ 12,320.00		12,320	12,320
2									
								Subtotal	12,320
d. EQUIPMENT									
1	Purchase 5 computers, computer accessories, or laptops	at \$ 2,000.00 / each	x 5 units =	\$ 10,000.00				10,000	10,000
2	Copy machine lease & maintenance. Machine will be leased to print in bulk, in color and black and white, daily.	at \$ 1,000.00 /month	x 4 months =	\$ 4,000.00				4,000	4,000
3	Equipment set up for popup COVID events (10 x 10 popup tents, chairs, tables, wall screens, etc.). Tents are used during the events for our partners without canopies, parking station, COVID supply station, and a check-in booth, etc.	at \$ 1,509.10 /month	x 4 months =	\$ 6,036.38				6,036	6,036
4	Mobile health van rental. The program will rent a mobile health van which provides a secure and safe indoor environment for clients to meet with staff. The mobile health van will be parked at the COVID events and meet with clients at the different outreach events.	at \$ 250.00 /day	x 50 days =	\$ 12,500.00				12,500	12,500
5	Large outdoor canopies rental. We will rent four large tents which are estimated at 20 x 20 or bigger, per event. These large tents will provide needed shade and work stations for the clients and staff.	at \$ 1,000.00 /per rental	x 4 events =	\$ 12,000.00				12,000	12,000
6									
								Subtotal	44,536
e. SUPPLIES									
1	Office expenses/maintenance, background checks, in-house copying, flyers, business cards, stationery, phone systems, phone setup, training supplies and materials, etc.	at \$ 1,834.51 /month	x 4 months =	\$ 7,338.04				7,338	7,338
2	Postage and mailing expenses	at \$ 375.00 /month	x 4 months =	\$ 1,500.00				1,500	1,500
3	IT network and systems (Outlook Professional, QuickBooks, Conference Call, group applications, Survey Monkey, Doodle, Email Blast, Adobe Professional, Adobe Acrobat, Messenger, remote access, IT software and apps). The IT network/system costs will help the program to set up a dedicated remote system to interact with partners and clients.	at \$ 300.00 /month	x 4 months =	\$ 1,200.00				1,200	1,200
4	Internet & cell phone services, mobile internet, SMS/text message vaccine reminders.	at \$ 375.00 /month	x 4 months =	\$ 1,500.00				1,500	1,500
5	COVID safety supplies. COVID safety supplies will be needed and distributed to staff to use for all outreach and in-person contact with clients and partners.	at \$ 1,500.00 /month	x 4 months =	\$ 6,000.00				6,000	6,000
6									
7									
8									
9									
								Subtotal	17,538
f. INCENTIVES									
1									
2									
								Subtotal	-
g. CONSTRUCTION									
1		at \$ - /month	x 4 months =	\$ -					
2		at \$ - /month	x 4 months =	\$ -					
								Subtotal	-
h. OTHERS									
1	General liability, bond, professional insurance, malpractice insurance	at \$ 2,000.00 /month	x 4 months =	\$ 8,000.00				8,000	8,000
2	Office lease (for a team of 6 FTEs, partners, and clients; and indoor services and social distancing services)	at 2500 Sq. foot / \$ 2.00 x 4 months =	\$ 20,000.00					20,000	20,000
3	TFC building maintenance and janitor services	at \$ 2,000.00 /month	x 4 months =	\$ 8,000.00				8,000	8,000
4	TFC utilities services	at \$ 1,500.00 /month	x 4 months =	\$ 6,000.00				6,000	6,000
5	Marketing materials, printing and supplies	at \$ 3,250.00 /month	x 4 months =	\$ 13,000.00				13,000	13,000
6									
7									
								Subtotal	55,000
i. TOTAL DIRECT CHARGES (sum of 6a - 6h)									
								Subtotal	255,000
j. INDIRECT CHARGES									
1	Administrative Overhead	at 15%	of budget total	\$ 300,000.00				45,000	45,000
								Subtotal	45,000
k. TOTALS (sum of 6i and 6j)									
								Subtotal	300,000



The Fresno Center 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 The Fresno Center scope of work activities.

SECTION I: Vaccine Clinics

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

Vaccine Clinic Date	Number Vaccinated	Location	Address

SECTION II: Health Education Outreach

- Health Education Outreach:** Provide the number of individuals you were able to provide health education outreach services to.

Number of individuals who received direct contact (> 5 mins).	Number of individuals who received indirect contact (< 5 mins).	Total number of individuals contacted.

SECTION III: Demographic Information

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

Number of languages provided supports in:
Specify the language(s):



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

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

5. **Geographical locations:** List at least three zip codes where you provided the greatest case management services.

- 1.
- 2.
- 3.

SECTION IV: Training

Training: List any trainings attended during this period whether provided by Fresno County Department of Public Health 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 V: Successes and Challenges

1. Provide one to two success stories that will demonstrate the impact The Fresno Center is making in the 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 Fresno Center?

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

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