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A G R E E M E N T

THIS AGREEMENT is made and entered into this 16 day of April, 2021 by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Centro La Familia Advocacy Services (CLFA), a California non-profit corporation whose address is 302 Fresno St, Ste 102, Fresno, CA 93706, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

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 underserved families, farmworkers, immigrants, limited-English proficient individuals and others; 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

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

1. OBLIGATIONS OF THE CONTRACTOR

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

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

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

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

22 2. OBLIGATIONS OF THE COUNTY

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

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

28 C. COUNTY shall review and approve all media, education materials, surveys and

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

5 3. TERM

6 The term of this Agreement shall be effective February 22, 2021 through December 30, 2021.

7 4. TERMINATION

8 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
9 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
10 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
11 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice. Funding for
12 these services is provided by one or more of the following funding sources: the federal Coronavirus Aid,
13 Relief and Economic Security (CARES) Act funding (CDFR 21.019), Federal Emergency Management
14 Agency (FEMA) Disaster Grants—Public Assistance Funding (CDFR 97.036), and/or other funding made
15 available through legislation. Additional federal, state or local funding may be made available.

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

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

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

28 C. Without Cause - Under circumstances other than those set forth above, this

1 Agreement may be terminated by COUNTY or CONTRACTOR upon the giving of thirty (30) days
2 advance written notice of an intention to terminate to the other party. In such an event, COUNTY shall
3 pay CONTRACTOR all outstanding invoices for services provided as of the effective date of termination.

4 5. COMPENSATION/INVOICING:

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

12 B. In no event shall services performed under this Agreement by CONTRACTOR be
13 in excess of \$1,006,584 (One Million, Six Thousand, Five Hundred Eighty-Four Dollars) during the term
14 of this Agreement. It is understood that all expenses incidental to CONTRACTOR's performance of
15 services under this Agreement shall be borne by CONTRACTOR.

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

20 D. CONTRACTOR shall work with County to create an appropriate reporting
21 mechanism in accordance with the scope of work attached hereto as Exhibit A. Contractor shall submit
22 bi-monthly reports by the twentieth (20th) working day following the two prior month's services (except
23 for May). Reports will be due on May 20th (for February, March and April), July 20th (for May and June),
24 September 20th (for July and August) November 20th (for September and October) and final report by
25 January 20th (for November and December) using reports template attached hereto as Exhibit D.

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

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

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

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

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

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

26 Notwithstanding the above, changes to line items in the budget, attached hereto as Exhibit B, that
27 do not exceed ten percent (10%) of the maximum compensation payable to CONTRACTOR may be made
28 with written approval of COUNTY'S Department of Public Health Director or designee. Said budget line item

1 changes shall not result in any change to the maximum compensation amount payable to CONTRACTOR,
2 as stated herein.

3 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement nor
4 their rights or duties under this Agreement without the prior written consent of the other party.
5 Notwithstanding the foregoing, COUNTY hereby consents to CONTRACTOR subcontracting with any of
6 the entities identified in Exhibit A. The Department of Public Health Director or designee may consent to
7 CONTRACTOR subcontracting with additional entities.

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

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

20 A. Commercial General Liability

21 Commercial General Liability Insurance with limits of not less than Two Million Dollars
22 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
23 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
24 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
25 liability or any other liability insurance deemed necessary because of the nature of this contract.

26 B. Automobile Liability

27 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
28 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto

1 used in connection with this Agreement.

2 C. Professional Liability

3 If a CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
4 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
5 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

6 D. Worker's Compensation

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

8 E. Molestation

9 Sexual abuse/molestation liability insurance with limits of not less than One Million Dollars
10 (\$1,000,000.00) per occurrence. Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall
11 be issued on a per occurrence basis.

12 Additional Requirements Relating to Insurance

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

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

25 Within Thirty (30) days from the date CONTRACTOR sign and execute this Agreement,
26 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
27 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box
28 11867, Fresno, CA 93775, Attention: Contracts Section – 6th Floor, stating that such insurance coverage

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

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

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

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

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

- 23 A. No facility shall be utilized in the performance of the Agreement that has been
24 listed on the Environmental Protection Agency (EPA) list of Violating on the Facilities;
- 25 B. COUNTY shall be notified prior to execution of this Agreement of the receipt of
26 any communication from the Director, Office of Federal Activities, U.S. EPA
27 indicating that a facility to be utilized in the performance of this Agreement is under consideration to be
28 listed on the EPA list of Violating Facilities;

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

3 D. This assurance shall be included in every nonexempt subgrant, contract, or
4 subcontract.

5 13. AUDITS AND INSPECTIONS:

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

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

14 14. SINGLE AUDIT CLAUSE:

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

28 B. A single audit report is not applicable if all CONTRACTOR'S Federal contracts do

1 not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or CONTRACTOR'S
2 federal funding is through Drug Medi-Cal.

3 15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

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

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

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

28 C. CONTRACTOR, including its subcontractors and employees, shall not disclose any

1 such identifying information or genetic information to any person or entity, except as otherwise specifically
2 permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164 or other law, required by the
3 Secretary, or authorized by the client/patient in writing. In using or disclosing PHI that is permitted by this
4 Agreement or authorized by law, CONTRACTOR shall make reasonable efforts to limit PHI to the
5 minimum necessary to accomplish intended purpose of use, disclosure or request.

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

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

13 F. CONTRACTOR shall provide access, at the request of COUNTY, and in the time
14 and manner designated by COUNTY, to PHI in a designated record set (as defined in 45 CFR Section
15 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR Section 164.524
16 regarding access by individuals to their PHI. With respect to individual requests, access shall be
17 provided within thirty (30) days from request. Access may be extended if CONTRACTOR cannot
18 provide access and provides individual with the reasons for the delay and the date when access may
19 be granted. PHI shall be provided in the form and format requested by the individual or COUNTY.

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

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

27 G. CONTRACTOR shall report to COUNTY, in writing, any knowledge or reasonable
28 belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of

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

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

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

27 CONTRACTOR shall cooperate with the compliance and investigation reviews
28 conducted by the Secretary. PHI access to the Secretary must be provided during the CONTRACTOR'S
normal business hours, however, upon exigent circumstances access at any time must be granted. Upon
the Secretary's compliance or investigation review, if PHI is unavailable to CONTRACTOR and in

1 possession of a Subcontractor, it must certify efforts to obtain the information to the Secretary.

2 I. Safeguards

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

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

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

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

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

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

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

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

J. Mitigation of Harmful Effects

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

K. CONTRACTOR'S Subcontractors

CONTRACTOR shall ensure that any of their contractors, including

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

6 L. Employee Training and Discipline

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

12 M. Termination for Cause

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

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

22 N. Judicial or Administrative Proceedings

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

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O. Effect of Termination

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

P. Disclaimer

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

Q. Amendment

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

R. No Third-Party Beneficiaries

Nothing express or implied in the terms and conditions of these provisions is

1 intended to confer, nor shall anything herein confer, upon any person other than COUNTY or
2 CONTRACTOR and their respective successors or assignees, any rights, remedies, obligations or
3 liabilities whatsoever.

4 S. Interpretation

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

9 T. Regulatory References

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

12 U. Survival

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

15 V. No Waiver of Obligations

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

19 W. Public Health Exception Extended

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

25 2. To the extent a disclosure or use of information received under this
26 agreement may also be considered a disclosure or use of "Protected Health Information" (PHI) of an
27 individual, as that term is defined in Section 160.103 of Title 45, Code of Federal Regulations, the
28 following Privacy Rule provisions apply to permit such data disclosure and/or use by COUNTY and

1 CONTRACTOR, without the consent or authorization of the individual who is the subject of the PHI:

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

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

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

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

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

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

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

25 B. CONTRACTOR-Owned Computers or Computer Peripherals

26 CONTRACTOR may not bring CONTRACTOR-owned computers or computer
27 peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief Information
28 Officer, and/or designee(s), including but not limited to mobile storage devices. If data is approved to be

1 transferred, data must be stored on a secure server approved by the COUNTY and transferred by
2 means of a Virtual Private Network (VPN) connection, or another type of secure connection. Said data
3 must be encrypted.

4 C. COUNTY-Owned Computer Equipment

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

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

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

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

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

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

27 17. NON-DISCRIMINATION: During the performance of this Agreement, CONTRACTOR shall
28 not unlawfully discriminate against any employee or applicant for employment, or recipient of services,

1 because of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
2 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,
3 age, sexual orientation, military status or veteran status pursuant to all applicable State of California and
4 Federal statutes and regulation.

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

7 COUNTY

8 County of Fresno
9 Director, Department of Public Health
10 1221 Fulton St.
11 Fresno, CA 93721

CONTRACTOR

Centro La Familia Advocacy Services
Executive Director
302 Fresno St. Ste 102
Fresno, CA 93706

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

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

27 A. COUNTY and CONTRACTOR recognize that CONTRACTOR is a recipient of
28 Federal funds under the terms of this Agreement. By signing this Agreement, CONTRACTOR agrees to
comply with applicable Federal suspension and debarment regulations, including but not limited to: 7

1 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order 12549. By signing this Agreement,
2 CONTRACTOR attests to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

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

27 CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed assets and shall be
28 physically present when fixed assets are returned to COUNTY possession at the termination or

1 expiration of this Agreement. CONTRACTOR is responsible for returning to COUNTY all COUNTY
2 owned fixed assets upon the expiration or termination of this Agreement.

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

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

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

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

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

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

5 26. DISCLOSURE OF SELF-DEALING TRANSACTIONS:

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

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

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

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

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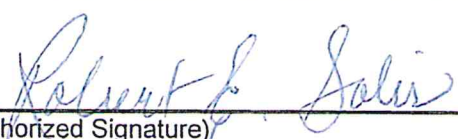
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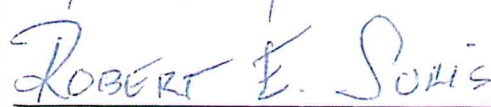
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

3 **CONTRACTOR:**
4 **CENTRO LA FAMILIA ADVOCACY SERVICES**

COUNTY OF FRESNO:

5 
6 _____
(Authorized Signature)


Jean M. Rousseau, Emergency Services
Director/County Administrative Officer of the
County of Fresno

7 
8 _____
9 Print Name & Title
(Chairman of the Board) or President or Vice President

10 _____
11 _____
12 _____
13 302 Fresno St, Ste 102, Fresno, CA 93706
14 Mailing Address

15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 **FOR ACCOUNTING USE ONLY:**
26 **ORG No.: 56201019**
27 **Account No.: 7295**
Fund No.: 0001
Subclass No.: 10000

28

**Centro La Familia Advocacy Services
United in Health Equity
2021 Scope of Work**

Summary: COVID-19 has brought a lot of unforeseen challenges to families in our community. Many families still remain fearful or doubt the severity of COVID-19 illness. Through the United in Health Equity project, Centro La Familia Advocacy Services (CLFA) serving as fiscal agent and lead, Centro Binacional para el Desarrollo Indígena Oaxaqueño (CBDIO), The Latino Equity Advocacy & Policy Institute (LEAP), and Leadership Counsel for Justice and Accountability (LCJA) will partner to implement education and outreach services to families and individuals in Fresno County, with the goal of educating them on COVID-19, vaccination, and resources. Together, partners will target vulnerable populations including underserved families, farmworkers, immigrants, limited-English proficient individuals, and others.

CATEGORY 1: RECRUITMENT, TRAINING & MATERIAL DEVELOPMENT				
Activity	Activity Name	Description: Deliverable	Responsible Party	Outcome
1.1	Recruitment & Hiring	Partners will recruit staff for project. Recruited staff will be responsible for implementing program services and activities.	All Partners: CLFA LCJA CBDIO LEAP	<ul style="list-style-type: none"> Hire Staffing for Project
1.2	Educational Training & Meetings	<p>Partners will participate in training to increase their knowledge and be better equipped to serve communities. Training will be held with all partners to allow for connectedness and continuity.</p> <p>Modules will include, but not limited to:</p> <ul style="list-style-type: none"> - Onboarding including HIPAA and Confidentiality, - Community Engagement, - COVID-19 101 Education, - COVID-19 Vaccine Education, - Cultural Sensitivity, - Resources and Programs in Fresno County, - And others <p>Partners will meet regularly to discuss program progress, provide updates and share vaccine/COVID-19 education resources and events. Meetings will be held weekly or bi-weekly (as needed) and provided virtually or in person.</p>	All Partners	<ul style="list-style-type: none"> Partners will participate in ongoing training and meetings

1.3	Adapt or Translate Education Material	Partners will identify outreach education material and adapt for use. Material will be translated and tailored to meet the needs of each partner's target community and language. All flyers and brochures will have accurate and up-to-date information regarding the COVID-19 education and vaccine importance. All material used will be approved by the County of Fresno.	All Partners	<ul style="list-style-type: none"> Minimum of 8 Educational Flyers or Brochures are Adapted or Translated for Use
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CATEGORY 2: COVID-19 OUTREACH EDUCATION & SUPPORT				
Activity	Activity Name	Description: Deliverable	Responsible Party	Outcome
2.1	Outreach Education: Virtual and In-Person	<p>Partners will work cohesively; communicating effectively and working in conjunction to support each other at events as needed and as planned.</p> <p>Outreach will include COVID-19 prevention education to families and individuals in target communities. Information will be tailored and meet audiences cultural and linguistic needs. Partners will also promote vaccine clinics and testing events in their communities.</p> <p>Partners will tailor the information to be culturally and linguistically appropriate for their target audiences and all information will meet the literacy needs of Fresno County residents.</p> <p>Partners will use Personal Protective Equipment (PPE), follow COVID prevention protocols, and program staff will work to:</p> <ul style="list-style-type: none"> - increase COVID-19 knowledge among community members - reduce stigma associated with testing and vaccination - link community members to vaccine sites <p>Partners will focus on priority communities based on language capacity and use in-person and virtual platforms to reach underserved populations with consistent messaging, including:</p> <ul style="list-style-type: none"> • Social Media i.e., Facebook, Instagram, and Twitter • Webinars/Virtual Talks i.e., Facebook Live, Instagram Live • WhatsApp/Direct Texting/Phone Calls via internal database • Local COVID-19 Events • Outreach to Farmworkers and Door Knocking <p>Partners will continue to engage the County of Fresno and partners in discussions to ensure all target communities are included in the conversation and their needs are addressed.</p>	All Partners	<ul style="list-style-type: none"> 10,000 community members reached in person and virtually

		<p>Partner Communities Include: CLFA will Target: Kerman, Mendota, Firebaugh, Biola, Cantua Creek, Orange Cove, Coalinga, Parlier, Raisin City, and Fresno areas of 93706, 93722, Southwest, Southeast, Central and Northwest Fresno</p> <p>LCJA will Target: Riverdale, Lanare, Cantua Creek, El Porvenir, Tombstone Territory, Caruthers, Five Points, and Jane Addams, Britten, and Orange areas near the city of Fresno</p> <p>CBDIO will Target: Easton, Selma, Orange Cove, Fowler, Caruthers, Kerman, San Joaquin, and Huron and Fresno City: South West, South East, and Central.</p> <p>LEAP will Target: Western Fresno County Cities of Coalinga, Huron, San Joaquin and surrounding unincorporated communities.</p>		
2.2	Education Videos	<p>Develop COVID-19 culturally and linguistically appropriate 1-2 minute education videos in the following languages: English, Spanish, Hmong and the Indigenous languages: Mixteco, Zapoteco, Tiapaneco, and Nahuatl. Videos will be shared on social media, television, radio and WhatsApp. Local media outlets will include Univision, Radio Bilingüe and others to develop and disseminate messaging.</p>	<p>CLFA CBDIO</p>	<ul style="list-style-type: none"> • Video in English • Video in Spanish • Video in Hmong • Video in Mixteco • Video in Zapoteco • Video in Tiapaneco • Video in Nahuatl
2.3	Media Activities	<p>CLFA will also leverage its partnerships and participate in television and radio interviews. Local media outlets will include Univision, Radio Bilingüe and others to develop and disseminate messaging.</p>	CLFA	<ul style="list-style-type: none"> • Ongoing Television and Radio Interviews

CATEGORY 3: COVID-19 VACCINE OUTREACH EDUCATION & SUPPORT

Activity	Activity Name	Description: Deliverable	Responsible Party	Outcome
3.1	Vaccine Outreach Education: <i>In-Virtual and In-Person</i>	<p>Conduct direct vaccine outreach education in the community to target audiences. Work to dismantle the myths and misinformation around testing and the vaccine to ensure accurate information is provided. Include recruitment and promotion of testing events and vaccine clinics with partners.</p> <p>Using PPE and following COVID prevention protocols, program staff will provide information and work to:</p> <ul style="list-style-type: none"> - increase knowledge among community members - reduce stigma associated with testing and vaccination - link community members to vaccine sites 	<p>CLFA LCJA CBDIO</p>	<ul style="list-style-type: none"> • 10,000 community members reached in person and virtually • 20,000 education flyers/brochures distributed • 200,000 Social Media Posts & Impressions

	<p>Partners will tailor the information to be culturally and linguistically appropriate for their target audiences and all information will meet the literacy needs of Fresno County residents.</p> <p>Partners will focus on priority communities based on language capacity and use in-person and virtual platforms to reach underserved populations with consistent messaging, including:</p> <ul style="list-style-type: none"> • Social Media i.e., Facebook, Instagram, and Twitter • Webinars/Virtual Talks i.e., Facebook Live, Instagram Live • WhatsApp/Direct Texting/Phone Calls via internal database • Local COVID-19 Events • Outreach to Farmworkers and Door Knocking <p>Partners will continue to engage the County of Fresno and partners in discussions to ensure all target communities are included in the conversation and their needs are addressed.</p> <p>Partner Communities Include:</p> <p>CLFA will Target: Kerman, Mendota, Firebaugh, Biola, Cantua Creek, Orange Cove, Coalinga, Parlier, Raisin City, and Fresno areas of 93706, 93722, Southwest, Southeast, Central and Northwest Fresno</p> <p>LCJA will Target: Riverdale, Lanare, Cantua Creek, El Porvenir, Tombstone Territory, Caruthers, Five Points, and Jane Addams, Britten, and Orange areas near the city of Fresno</p> <p>CBDIO will Target: Easton, Selma, Orange Cove, Fowler, Caruthers, Kerman, San Joaquin, and Huron and Fresno City: South West, South East, and Central.</p> <p>LEAP will Target: Western Fresno County Cities of Coalinga, Huron, San Joaquin and surrounding unincorporated communities.</p>	<ul style="list-style-type: none"> • 12 Webinars and Virtual talks hosted • Assessment of community vaccine hesitancy and recommended strategies and approaches. 	
<p>3.2</p> <p>Vaccination Events and Support</p>	<p>Project staff will promote and staff vaccination locations in Fresno County. Staff will provide support at the events, including:</p> <ul style="list-style-type: none"> • Assistance to medical staff, • Registration, • Interpretation, • Staff observation areas, and • Assist with traffic control <p>Partners will provide support to their target communities and staff a minimum of twenty (20) neighborhood vaccination clinics and work to</p>	<p>CLFA LCJA CBDIO</p> <ul style="list-style-type: none"> • 12,000 people registered/assisted • 12,000 educational materials distributed • A minimum of 20 vaccine clinics supported/hosted 	

		<p>increase vaccine access in local communities based on identified trends and needs. Outreach and awareness for these activities will include:</p> <ul style="list-style-type: none"> • Leveraging media/communications activities • Targeting neighborhood outreach and leveraging existing partnerships and networks. 		
3.3	Second Dose Vaccine Follow Up and Assess Additional Needs	<p>Contact Client to schedule second vaccine dose, assess additional needs, and link to resources as needed. Staff second vaccine clinics in target communities.</p>	CLFA LCJA	<ul style="list-style-type: none"> • 10,000 people followed up with to assess for second vaccination and additional need

CATEGORY 4: TRANSPORTATION ACCESS

Activity	Activity Name	Description: Deliverable	Responsible Party	Outcome
4.1	Reduction of Transportation Barriers	<p>LEAP will provide transportation access to clients and support to the projects efforts and transport targeted community members to vaccine appointments and other COVID-19 support services.</p> <p>LEAP will coordinate transportation services with partners through an <u>established referral process</u> plan to transport clients to COVID-19 services. This process and services will only be utilized by partners in the project.</p> <p>Transportation services will include:</p> <ul style="list-style-type: none"> • Rides to Vaccine and Testing Appointments: door to door access, comfortably, safely and on time for vaccine and testing only. • Delivery of Emergency Essential Items: This service is for COVID-19 impacted families only and will include delivery of groceries, goods, pharmaceuticals, and PPE items. • Ride to Employment Development & Social Service Appointments: This service is for COVID-19 impacted families only and will include economic advancement, familial financial stability for community economy enhancement, and trauma family counseling or other resources of family health need. • Social Support: This service is for COVID-19 impacted families only and will include access and assistance to apply to COVID-19 resources that support payment of utilities, rent, 	LEAP	<ul style="list-style-type: none"> • Service 1,200 families

		mortgage or other support when it is available, and client qualifies.	
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CATEGORY 5: EVALUATION				
Activity	Activity Name	Description: Deliverable	Responsible Party	Outcome
5.1	Evaluation	<p>CLFA will evaluate effectiveness of strategies in the program using qualitative and quantitative data. To carry out evaluation of the program, partners will track information and provide monthly reports to CLFA using identified metrics.</p> <p>Partners will also implement brief surveys to community members to assess for messaging impact. The survey will obtain feedback from community members on COVID-19 messaging. The survey will capture:</p> <ul style="list-style-type: none"> • messaging impact, • methods most effective (television, radio, peer-to-peer, in-person, social media, etc.), • Confidence of messaging source • Others as identified. <p>With the support of partners, CLFA will evaluate:</p> <ul style="list-style-type: none"> • Messaging effectiveness • Number of people reached • Number of testing events • Turnout at testing events • Number of transportations provided • Others as identified 	CLFA and Partners	<ul style="list-style-type: none"> • Monthly Reports from Partners • Outcomes in the community

**Centro La Familia Advocacy Services
United in Health Equity Budget
February 22, 2021 to December 30, 2021**

	Budget
<i>Personnel</i>	
Program Manager- 1.0 FTE	27,300
Outreach Educator/Navigator- 4.0 FTE	81,900
Fiscal Clerk- 1.0 FTE	22,750
Data Clerk- .25 FTE	5,119
Intake Receptionist- .25 FTE	4,834
Executive Director- .10FTE	8,400
Personnel Sub-Total	150,304
<i>Fringe</i>	37,576
Total Personnel	187,880
<i>Operating Costs</i>	
Rent (.90 per sq ft. x 125 sq ft x 6.6FTE/mo. x 10 mos.)	7,425
Utilities (\$900 per month x 9% x 12 mos.)	810
Telephones: Landline (\$660month x 9% x 10mos)	713
Cell Phones (@5FTE x 50 per phone x 10mos)	2,500
Copier (printing and equipment lease)	5,940
Printed Material (brochures, flyers, etc)	5,000
Desktop Supplies (paper, pens, folders, etc)	2,500
Mileage (600 miles mos @.56 per mile x 10 mos x 5FTE)	16,800
Program Supplies (outreach material)	20,000
Equipment (computers/desks)	10,000
Total Operating	71,688
Direct Costs	259,568
Indirect Costs @ 10%	25,957
Total Direct and Indirect	285,524
<i>Other Costs (not included in indirect)</i>	
CBDIO	333,661
Leadership Counsel for Justice and Accountability (LCJA)	124,053
LEAP Institute	263,346
Other Costs Subtotal	721,060
Grand Total	1,006,584

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:	

UNITED IN HEALTH EQUITY (UHE)



BI-MONTHLY PROGRESS REPORT [MMDDYYYY]

PART A: QUALITATIVE/NARRATIVE SECTION

For each of your five-overarching scope of work focus areas: Recruitment, Training, and Material Development; COVID-19 Outreach, Education and Support; COVID-19 Vaccine Outreach Education and Support; Transportation Access, and Evaluation, succinctly describe your activity successes, challenges/lessons learned and what changes, if any, you plan to implement to ensure project success. For each activity completed, include supporting back-up documentation. In addition, if there were any administrative challenges during this reporting period, such as changes in leadership, that made it difficult to accomplish any of the objectives, please note them in section C of this report.

FOCUS AREA 1: RECRUITMENT, TRAINING AND MATERIAL DEVELOPMENT

Objective 1.1: Recruitment, Hiring and Training

As a result of your recruitment, how many staff did you hire to support your COVID-19 related efforts? What were the language needs met?

Objective 1.2: Educational Training

What type of trainings did you offer? How many total staff completed the trainings? Document number of trained Promotoras, language(s) trained in and agency represented.

Objective 1.3: Develop, Adopt or Translate Educational Material

Did you develop, adapt, or translate any materials to meet the linguistic and cultural needs of the community served, if so, which ones?

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<p>FOCUS AREA II: COVID-19 OUTREACH, EDUCATION AND SUPPORT</p>
<p>Objective: 2.1 Coordinate COVID-19 Outreach and Education Describe your overall plan for coordinated COVID-19 outreach and education and how you supported the partnering agencies.</p> <p>Objective: 2.2: Implement COVID-19 Outreach, Education and Support What are some key successes and challenges from your implementation of preventive COVID-19 health education and support strategies? What method of reach proved most successful and what were some learnings?</p> <p>Objective: 2.3: Develop Educational Videos What videos were developed and in what languages? Provide copies of the videos created for public dissemination.</p> <p>Objective 2.4: Media Activities Provide a brief description of your communications plan. Identify your planned media strategies. Provide interview dates, and media collateral to be used, if applicable.</p>
<p>FOCUS AREA III: COVID-19 VACCINE OUTREACH, EDUCATION AND SUPPORT</p>
<p>Objective 3.1: Coordinate Vaccine Outreach and Education Describe your overall plan for coordinated vaccine outreach and education and how you supported the partnering agencies.</p> <p>Objective 3.2: Implement COVID-19 Vaccine Outreach and Education What are some key successes and challenges from your implementation of the vaccine outreach and health education strategies? What method of outreach and health education proved most successful and what were some lessons learned?</p> <p>Objective 3.3: Implement Vaccine Clinic Site Support What are some key successes and challenges from your implementation of the vaccine site support? What communities did you target? How many total clinics were supported and in what ways did you lend support? What were some of the lessons learned?</p> <p>Objective 3.4: Media Activities Provide a brief description of your communications plan. Identify your planned media strategies. Provide interview dates, and media collateral to be used, if applicable.</p>

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FOCUS AREA IV: TRANSPORTATION ACCESS

Objective 4.1: Assessment of Transportation Needs

Provide your needs assessment for transportation services to and from vaccine sites. Where were most transportation needs identified?

Objective 4.2: Provision of Transportation Services to Rural Farmworkers

Describe the plan for providing transportation access to individuals with vaccine appointments. Provide city/zip codes where you expended most time and funds?

Objective 4.3: Communication and Tracking

What methods of communication did you use to ensure farmworkers had knowledge regarding this service? How were calls handled, tracked, and processed?

FOCUS AREA V: EVALUATION

Objective 5.1: Lessons Learned and Best Practices

Overall, what were some of the lessons learned in planning, developing, and implementing the COVID-19 outreach, education, vaccine support and transportation? What were the perceptions, attitudes, and beliefs towards the vaccine? What were some of the gaps in knowledge? Was there anything that really stood out in any of the communities served?

Objective 5.2: Impact

Was there anything that really stood out in any of the communities served? How many total individuals were served by each of the agencies?

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Below is the quantitative section of the bi-monthly progress report. Please make sure to include quantitative information for each activity completed. Note: number of people reached refers to the number of people you spoke to, interacted with, gave materials to etc. If you would like to include additional information, you may do so at the end of this table.

PART B: QUANTITATIVE SECTION

ACTIVITY NUMBER	OBJECTIVE	NUMBER OF VACCINE EVENTS SUPPORTED AND LOCATIONS	TOTAL NUMBER OF PEOPLE REACHED BY ZIP CODE, AGE, LANGUAGE, RACE/ETHNICITY AND PRIMARY OCCUPATION	COMMUNICATION METHODS UTILIZED AND NUMBER OF MATERIALS DISSEMINATED BY LANGUAGE	EVALUATION/TRACKING TOOLS USED (if applicable)

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PART C: ADMINISTRATIVE UPDATE

If there were any changes to your key staff or leadership team that made it difficult to accomplish any of the objectives above, please note them in this section.

PART D: PROVIDE ONE TO TWO SUCCESS STORIES