

AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of ~~July~~ August, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Fresno Economic Opportunities Commission, a California non-profit organization whose address is 1920 Mariposa Mall Suite 330, Fresno, California, 93721, 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, food and farmworkers, other essential workers and people of color, and;

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

WHEREAS, CONTRACTOR has submitted a comprehensive, equity-focused proposal to COUNTY to improve the COUNTY's ability to effectively respond to the pandemic, remove challenges, and better cope with the geographic scope and cultural-linguistic diversity, and;

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

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

1. **OBLIGATIONS OF THE CONTRACTOR**

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

B. CONTRACTOR shall abide by local and state pandemic guidelines in place at any

1 given time during the pandemic response, and shall make every reasonable effort to follow safe and
2 appropriate public health protection measures to minimize risk of exposure.

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

5 2. OBLIGATIONS OF THE COUNTY

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

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

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

16 3. TERM

17 The term of this Agreement shall commence upon execution and be for a period through and
18 including December 30, 2020. This Agreement may be extended for two (2) additional consecutive six (6)
19 month periods upon written approval of all parties no later than thirty (30) days prior to the first day of the
20 next six (6) month extension period, pending availability of funding. The Director or his or her designee is
21 authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory
22 performance.

23 4. TERMINATION

24 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
25 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
26 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
27 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice. Funding for
28 these services is provided by one or more of the following funding sources: the federal Coronavirus Aid,

1 Relief and Economic Security (CARES) Act funding (Pub. L. No. 116-136), Federal Emergency
2 Management Agency (FEMA) Disaster Grants—Public Assistance Funding (CDFA 97.036), and/or other
3 funding made available through legislation. Additional federal, state or local funding may be made available.

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

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

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

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

20 5. COMPENSATION/INVOICING:

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

28 B. In no event shall services performed under this Agreement by Fresno Economic

1 Opportunities Commission be in excess of \$1,648,671.00 during the term of this Agreement. It is
2 understood that all expenses incidental to CONTRACTOR, performance of services under this
3 Agreement shall be borne by CONTRACTOR.

4 C. CONTRACTOR may request an advance payment of up to 20% of the maximum
5 compensation. CONTRACTOR shall reconcile the advance payment with full, appropriate supporting
6 documentation for all expenses incurred in the December 2020 invoice period, which is due to COUNTY
7 by January 15, 2021. If it is determined the advance payment was not fully expended by December 30,
8 2020, CONTRACTOR shall reimburse COUNTY all funds deemed in excess of actual cost by January
9 31, 2021. If this Agreement is extended and with approval from Department of Public Health Director or
10 designee and funding source, amount due to COUNTY from the advance may be offset against future
11 months.

12 D. CONTRACTOR shall submit reports in accordance with the scope of work
13 attached hereto Exhibit A by the fifteenth (15th) working day of each month for the prior month's
14 services. An extension of five (5) days may be requested and must be approved by COUNTY.

15 E. Notwithstanding the above, payments made by COUNTY shall be in arrears, for
16 services provided during the preceding month, within forty-five (45) days after receipt and verification of
17 CONTRACTOR'S invoices by COUNTY's Department of Public Health. If CONTRACTOR should fail to
18 comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further
19 compensation.

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

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

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

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

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

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

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

1 CONTRACTOR, its officers, agents, or employees under this Agreement.

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

6 A. Commercial General Liability

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

12 B. Automobile Liability

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

16 C. Professional Liability

17 If a CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
18 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
19 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

20 D. Worker's Compensation

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

22 E. Molestation

23 Sexual abuse/molestation liability insurance with limits of not less than One Million Dollars
24 (\$1,000,000.00) per occurrence. Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall
25 be issued on a per occurrence basis.

26 Additional Requirements Relating to Insurance

27 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
28 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional

1 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
2 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
3 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
4 provided under CONTRACTOR'S policies herein. This insurance shall not be cancelled or changed without
5 a minimum of thirty (30) days advance written notice given to COUNTY.

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

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

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

24 11. AUDITS AND INSPECTIONS:

25 A. The CONTRACTOR shall at any time during business hours, and as often as the
26 COUNTY may deem necessary, make available to the COUNTY for examination all of its records and
27 data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by
28 the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to

1 ensure CONTRACTOR'S compliance with the terms of this Agreement.

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

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

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

21 12. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

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

1 Health Act (HITECH) regarding the confidentiality and security of patient information, and the Genetic
2 Information Nondiscrimination Act (GINA) of 2008 regarding the confidentiality of genetic information.

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

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

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

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

27 E. For purposes of the above sections, genetic information shall include genetic tests of
28 family members of an individual or individual, manifestation of disease or disorder of family members of an

1 individual, or any request for or receipt of, genetic services by individual or family members. Family
2 member means a dependent or any person who is first, second, third, or fourth degree relative.

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

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

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

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

1 Information Security Officer and Privacy Officer and COUNTY's DPH HIPAA Representative. This written
2 investigation and description of any reporting necessary shall be postmarked within the thirty (30) working
3 days of the discovery of the breach to the addresses below:

4 County of Fresno
5 Dept. of Public Health
6 HIPAA Representative
7 (559) 600-6439
8 P.O. Box 11867
9 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

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

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

20 I. Safeguards

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

1 size and complexity of CONTRACTOR'S operations and the nature and scope of its activities. Upon
2 COUNTY's request, CONTRACTOR shall provide COUNTY with information concerning such safeguards.

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

- 8 1. Passwords must not be:
 - 9 a. Shared or written down where they are accessible or recognizable
10 by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;
 - 11 b. A dictionary word; or
 - 12 c. Stored in clear text
- 13 2. Passwords must be:
 - 14 a. Eight (8) characters or more in length;
 - 15 b. Changed every ninety (90) days;
 - 16 c. Changed immediately if revealed or compromised; and
 - 17 d. Composed of characters from at least three (3) of the following four
18 (4) groups from the standard keyboard:
 - 19 1) Upper case letters (A-Z);
 - 20 2) Lowercase letters (a-z);
 - 21 3) Arabic numerals (0 through 9); and
 - 22 4) Non-alphanumeric characters (punctuation symbols).

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

- 26 1. Network-based firewall and/or personal firewall;
- 27 2. Continuously updated anti-virus software; and
- 28 3. Patch management process including installation of all operating

1 system/software vendor security patches.

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

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

12 J. Mitigation of Harmful Effects

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

17 K. CONTRACTOR'S Subcontractors

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

24 L. Employee Training and Discipline

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

1 employment.

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3 M. Termination for Cause

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

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

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

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

13 N. Judicial or Administrative Proceedings

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

20 O. Effect of Termination

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

1 P. Disclaimer

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

8 Q. Amendment

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

18 R. No Third-Party Beneficiaries

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

23 S. Interpretation

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

28 T. Regulatory References

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

3 U. Survival

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

6 V. No Waiver of Obligations

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

10 W. Public Health Exception Extended

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

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

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

27 c) A covered entity may use or disclose protected health information to the
28 extent that such use or disclosure is required by law and the use or disclosure complies with and is

limited to the relevant requirements of such law.” (Title 45 C.F.R. §§ 164.502 (a)(1)(vii), 164.512(a)(1).)

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

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

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

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

B. CONTRACTOR-Owned Computers or Computer Peripherals

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

C. COUNTY-Owned Computer Equipment

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

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

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

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

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

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

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

24 15. NOTICES: The persons and their addresses having authority to give and receive
25 notices under this Agreement include the following:

26 COUNTY
27 COUNTY OF FRESNO
Director, Department of Public Health
28 1221 Fulton St.

CONTRACTOR
FRESNO EOC
CEO
1920 Mariposa St., Ste. 300

Fresno, CA 93721

Fresno, CA 93721

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by email. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation 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).

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

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

17. DISCLOSURE OF SELF-DEALING TRANSACTIONS:

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

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

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

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

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

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

3 **CONTRACTOR:**
4 **FRESNO ECONOMIC OPPORTUNITIES**
5 **COMMISSION**

COUNTY OF FRESNO:

6 
7 (Authorized Signature)

8 
9 Jean Rousseau, County Administrative Officer
10 of the County of Fresno

11 Linda R. Hayes, Board Chair

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

14 1920 Mariposa Mall, Suite 300

15 Fresno, CA 93721

16 Mailing Address

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26 **FOR ACCOUNTING USE ONLY:**

27 **ORG No.:** 56201019

28 **Account No.:** 7295

Fund No.: 0001

Subclass No.: 10000

COVID-19 Equity Project: Scope of Work

All Plans submitted for each of the three categories (Health Education and Outreach, Contact Tracing & Medical Investigation, Quarantine Supports) shall be approved by the County of Fresno- Department of Public Health (DPH) prior to implementation.

CATEGORY 1: Health Education and Outreach - \$3,318,433						
Activity	Activity Name	Description	Responsible Party	County or City of Fresno Division Activity	Deliverables/ Milestones	Timeframe
1.1.1	Assess: Language & Cultural Needs	Identify language and cultural needs in the community and organizational/staff capacity in terms of education and outreach	All Partners	County/City	Assessment	July - December
1.1.2	Assess: Testing Needs	Identify through data analysis any targeted geographic or demographic population for testing events and outreach.	CVHPI	County	Ongoing reports of identified targeted populations	July- December

1.2.1.1	Plan: Training/ Curriculum Development	<p>Develop modules on education and outreach to include information on:</p> <ol style="list-style-type: none"> 1. How to be a Promotora 2. COVID19 Transmission 3. Prevention <ol style="list-style-type: none"> a. Social distancing b. Sheltering in Place c. Wearing Masks d. Handwashing 4. Testing 5. Isolate when positive 6. Quarantine 7. Glossary of PHD terms 8. Ongoing training in technology use for COVID-19 related education and outreach, and quarantine supports <p>Prepare training materials and handouts.</p>	CVHPI Fresno BHC Cultiva la Salud EOC	County initially, then city funds as we evolve the type of training needed	Curriculum	July-September
1.2.1.2	Plan: Training/ Adaptations	<p>Adapt CHW modules for each language/cultural group</p> <ol style="list-style-type: none"> 1. Hmong, Lao, Khmer, Arabic, Slavic 2. Mixteco, Mam, Tlapaneco, Zapoteco, Triqui 3. Punjabi 4. Spanish 	CVHPI FIRM CBDIO Jakara Movement Cultiva La Salud EOC	City and County (50/50 split in overall budget, assumption that County funds will be available	Curriculum	August-September

		5. Swahili (available, but not anticipated) 6. AA cultural adaptation	CBI	first, spent first)		
1.2.2.2	Plan: Outreach Testing Events	Plan how to support Testing Events in the County of Fresno will be determined in consultation with FQHCs, and County-funded testing agencies. This plan is to include one event per week given lab and testing capacity for the County. Finalize plan on logistics for supporting City of Fresno/UCSF mobile testing sites between all agency partners	All/EOC FIRM/ CBDIO to coordinate all partners	County City	Documented agreement and schedule of events Written plan and agreement	By August 7 th , identify county sites with event plan and education materials, all ready to go for the each event. By August 15 th conduct first event

1.2.3	<p>PLAN: Outreach</p>	<p>Outreach Plan Coalition partners will submit a plan to mobilize and deploy teams of Community Health Workers/ Promotoras and other project staff who will utilize a number of approaches in order to conduct health education and outreach activities under the auspices of the project. The outreach plan will address the cultural, linguistic and literacy needs of targeted audiences in Fresno and Fresno County.</p> <p>Coalition partners will cover the entirety of Fresno County based on each organization's existing reach and capacity, including:</p> <ul style="list-style-type: none"> • City of Fresno, including unincorporated areas within city major boundaries (Calwa, Highway City, Pinedale) • Fresno County small towns & cities • Unincorporated/ rural areas outside of the City of Fresno • FUSD high school feeder patterns & other local school districts 	<p>All Partners</p>	<p>County for July-August</p> <p>Modifications September - December City</p>	<p>Outreach Plan from each lead agency (EOC and Fresno BHC)</p> <p>Modified scope of work and budget (EOC and Fresno BHC)</p>	<p>First Draft August 6th</p> <p>Modifications September- November 15th</p>
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1.2.4.1	Plan: Communications	<p>A communications team of Public Health Department staff and communication leads from each partner organization will convene to plan and coordinate communication strategies.</p> <p>Plan in-language media campaigns with a communications plan within each target populations</p> <ul style="list-style-type: none"> • Ethnic TV/Radio/Print limited buys <p>Engage traditional corporate media through:</p> <ul style="list-style-type: none"> • Earned media coverage of testing events • Project staff spokespersons presentations on English and Spanish media programming <p>Leverage CBO Coverage on Weekly COVID-19 Calls, as well as placement in CBO newsletters and other existing community-based network communication.</p>	All Partners	City/County (50/50 split for coalition messaging and broad public health info. Actual for targeted events)	Copies of scripts, print messages and collaborative items	July - December
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1.2.4.2	Plan: Health Education Materials & Messages	Plan health education talking points, messages and materials within each target population.	Cultiva La Salud CVHPI EOC	City/County 50/50	Talking points, messages and developed materials	July-August Updated Monthly
1.2.4.3	Plan: Field Testing	Method: Organized as small group sessions once new messages and new materials are developed. The focus will be on the effectiveness of messages and materials in conveying information. Are the messages and materials received well and understood by the target audience? This data is to be collected by each organization that is out on the field and data will be collected by CVHPI	Cultiva La Salud CVHPI EOC Fresno BHC CBDIO FIRM	50/50	Field-testing reports.	Monthly July- December
1.3.1	Implement : Training	CHW/Promotora Initial One Week Training: Ongoing Continuing Education on at least biweekly basis Train-the-Trainer support for lead CHWs at each agency	CVHPI with All Partners	50/50	Sign-in sheets/electronic documentation	Late July/ Early August July- December Late August

1.3.2	Implement: Health Education & Outreach	Conduct health education to target audiences. Include outreach and promotion of testing events. Approach 1: High Volume Direct Health Education on Transmission/Prevention- Coalition partners will engage in direct outreach through numerous platforms with a goal of reaching large segments of the underserved population with consistent messaging. This approach will include: <ul style="list-style-type: none"> • Phonebanking/texting campaigns, direct texting • Robocalls <ul style="list-style-type: none"> ◦ Using existing call lists ◦ Through City Phonetrees • WhatsApp • Social Media: Facebook, Instagram, and Twitter • Webinars/Virtual Talks • Grass roots ambassadors 	All Partners GO Fresno Cultiva La Salud CBDIO FIRM Jakara Movement CLFA Reading & Beyond The Fresno Center EOC	Remote Communications: 50% City and 50% County In Person Outreach: Actuals based on location of event sites	Talking points -Messages (Voice and video included) -Contact metrics and tracking by method (number of attempts, contacts, completed conversations by approach) -WhatsApp: Number of members on groups -Social Media: Highest number of shares per month on any post -Webinars and Virtual talks: number of views after 1 month.	July - December August- December
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		<p>Approach 3: Promotion of Clinics and Testing events- Project staff (with PPE) will promote clinic locations in each local area. Coalition partners will also organize, promote and staff testing events in local communities. Considerations for these activities will include:</p> <ul style="list-style-type: none"> • Leveraging media/communications activities (see activity 1.3.4) 	All Partners	Remote Communications: 50% City and 50% County	Reporting of markets reached	August-December
		<ul style="list-style-type: none"> • Targeted neighborhood outreach, including phone banking, canvassing & leafletting. 	All Partners	In Person Outreach: Actuals based on location of event sites	Contact metrics and tracking by method	August-December

	<p>Approach 4: Inter-institutional Cooperation & Collaboration with Project Staff & Local School Districts (GO Fresno)-</p> <p>Project staff will utilize existing inter-institutional relationships in order to bolster outreach and education efforts. This will include:</p> <ul style="list-style-type: none"> • School District partnerships in Fresno USD and throughout the county • School-site partnerships, including principal and parent/community engagement staff collaboration and cooperation with project staff • Formalize partnership with Fresno USD's Parent University to conduct phone-bank outreach to FUSD parents. • Coordinate with rural school districts for education and outreach, specifically the quarantine supports the COVID-19 Equity Project is managing • Collaborate with school districts regarding contact tracing and/or testing education and outreach 	Go Fresno	In Person Outreach: Actuals based on location of event sites	<p>Agreements with School Districts and FCOE</p> <p>Agreements with School sites</p> <p>Agreements with FUSD Parent University</p> <p>Completed Phone Bank events (# of people reached)</p>	<p>July- August</p> <p>August</p> <p>August-September</p> <p>September-December</p>
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	<p>Approach 5: Inter-institutional Cooperation & Collaboration with Project Staff & African American (AA)-owned small businesses (FMBCC)-Project staff will utilize existing inter-institutional relationships with city, county, and state agencies to provide outreach, education, training efforts. This will include:</p> <ul style="list-style-type: none"> • Provide small business education & training to ensure workplace safety, reduce risk to public health, operational stability, local & state compliance, risk mitigation, effectively manage procurement of safety supplies and equipment 	FMBCC	County 60 percent City 40 percent	<p>Workspace testing events</p> <p>Workshops</p> <p>Phone</p> <p>Webinars</p> <p>1:1 TA via Video-conferencing</p>	<p>July-December</p> <p>August-December</p>
	<p>Approach 6: Continue collaboration with farm workers, small farmers, and farm labor contractors. Support County DPH rural small businesses and agricultural businesses testing, education and outreach</p> <ul style="list-style-type: none"> • Provide PPE to employees as part of outreach efforts when needed 	FMBCC CBDIO FIRM Jakara	County 100 percent		

1.3.3	Implement: Testing Events	Testing Events in the City of Fresno in partnership with UCSF will be conducted up to 7 days per week, with onsite responsibilities rotated between partner organizations depending on the targeted languages and neighborhoods. Testing events in County will be conducted according to plan (activity 1.2.2.2) CHWs will provide information (public health, COVID workers' rights, quarantine supports, other resources) on-site to everyone who comes to test. CHWs provide contact investigation information and assist patient with submitting contact information electronically.	FIRM CBDIO GO Fresno Cultiva La Salud Jakara Movement CLFA Reading & Beyond The Fresno Center EOC WFFRC FMBCC	In Person Outreach: Actuals based on location of event sites	Number of testing events assisted # of people contacted to attend event # attendees #of people followed up after event	July- December July- December September- December
1.3.4	Implement: Communicati ons	Convene communications workgroup regularly and collaborate closely with Leticia Barber (DPH) and Lacey Leonard (UCSF)	FIRM CBDIO Jakara Movement CVHPI	Remote Communicati ons: 50% City and 50% County	# of Interviews, # of publications	July- December

1.3.5	Implement: Field Testing	<p>Promote in ethnic/ linguistic communities in culturally relevant ways</p> <ul style="list-style-type: none"> Ethnic Media outreach such as Radio Bilingue, Univision, Punjabi Radio USA, JusPunjabi TV, Hmong Television, KBIF 900 (Hmong, Lao, Khmer and Arabic Radio shows), Newspapers Earned traditional media coverage of testing events Assess existing response hotline Embed Cultural Brokers into the 211 COVID hotline Launch outreach efforts for 211 COVID hotline 	<p>Fresno BHC</p> <p>GO</p> <p>Cultiva</p> <p>EOC</p> <p>EOC</p> <p>Cultural Brokers</p> <p>Cultural Brokers</p> <p>All Partners</p>	<p>Remote Communications: 50% City and 50% County</p> <p>In Person Outreach: Actuals based on location of contact</p>	<p># of segments devoted to COVID Outreach</p> <p># of views on website after live airing</p> <p># of people served by hotline</p>	<p>August-December</p> <p>September-December</p>
		<p>Each partner organization will organize field testing groups for rapid assessment of newly developed messages and materials.</p> <ol style="list-style-type: none"> 1. Plan focus group and Invite participants. 2. Conduct field tests 3. Compile finding and present to partners. 	<p>CVHIPI</p> <p>FIRM</p> <p>GO Fresno</p> <p>Cultiva La Salud</p> <p>CBDIO</p>	<p>50% City and 50% County</p>	<p># of field testing groups monthly</p>	<p>Monthly August-December</p>

				Jakara Movement CLFA Reading & Beyond Fresno Center EOC			
1.4.1	Evaluate: Training	Effectiveness in training (Is the training we provide to CHWs/CTs building capacity to level needed as demonstrated by need encountered in community?)	CVHPI Cultiva La Salud EOC	50% City and 50% County	CHW/Promotor a training evaluations	August- December	
1.4.2	Evaluate: Communications & Health Education messages and materials	Through a process evaluation, obtain feedback from community members on implementation of dissemination methods of new messages and understanding of messages. This will be done through qualitative data. We will use interview guide and surveys after receiving the messages Two Areas of Evaluation:	EOC Fresno BHC CVHPI	50% City and 50% County	Data from Evaluation Meetings with Team leads reported to DPH Ops and UCSF Leadership joint meetings	Monthly August- December	

		Understanding of messages (are messages sticking or resulting in impact?)	Which methods are most impactful for which audiences (radio, tv, in person, social media, etc)				
1.4.3	Evaluate: Events/Outreach	Evaluate effectiveness of outreach strategies around: community knowledge of virus, turnout at testing events, follow up	EOC CVHPI FIRM/ CBDIO	50% City and 50% County	Focus Groups and Survey Results from invited past participants of outreach	September-December	
1.4.4	Evaluate	Evaluate implications for vaccination campaign and develop recommendations for practice	EOC CVHPI	50% City and 50% County	Report to DPH Ops and UCSF Leadership joint meetings	November-December	

CATEGORY 2: Contact Tracing & Medical Investigation - \$553,072						
Activity	Activity Name	Description	Responsible Party	County or City of Fresno Division Activity	Deliverables	Timeframe
2.1.1	Assess	<p>Coordinate with County Medical Investigation Team for Contact Tracing efforts</p> <ul style="list-style-type: none"> Identify Data Management needs Identify Appropriate Training modules for Contact Tracing by community members Develop additional qualitative and quantitative data measures for community health workers across CBO's 	CVHPI	County	<p>Meeting minutes</p> <p>Final list of measures to be collected by all CBOs for evaluation purposes</p>	August
2.1.2	Assess	Re-evaluate and modify training for contact tracing modules and testing protocols as they change	CVHPI	County	Updated training modules	Monthly September - December
2.2.1	Plan	<p>Develop basic overview module on <i>Contact Tracing</i> & coordination with Medical Investigation to include information on:</p> <ol style="list-style-type: none"> Contact Tracing 	CVHPI, Fresno BHC	County	Curriculum	By August 15

		<p>2. Motivational Interviewing</p> <p>3. Difficult clients</p> <p>4. County HIPAA training</p> <p>5. Infection control and prevention</p> <p>Adapt modules to 13 languages/cultures to ensure Literacy levels, visuals that are representative of community</p> <p>FIRM, CBDIO, Jakara Movement, EOC, Cultiva La Salud</p>			5,5,1,1,1 adaptations	September/October
2.3.1.1	Implement	<p>CHWs complete internal introductory training to contact tracing (ASTHO, basic customer service/interview skills)</p> <p>Complete County training for contact tracing (County data management systems and processes)</p>	<p>All partners with CTs</p> <p>All partners with CTs</p>	<p>City/County</p> <p>County</p>	<p>Sign In Sheets</p> <p>County certification/ approval</p>	<p>By September 15</p> <p>By September 30th</p>
2.3.1.2	Implement	<p>Conduct County-referred contact tracing and investigation</p> <p>Budget is based on July 11th County and City COVID-19 total cases reported over time.</p> <p>Total Cases: 8,282 100%</p> <p>City cases: 4353 53%</p> <p>County cases: 3,929 47%</p> <p>Actual Charges to County will be based on patient's resident address.</p>	<p>All partners with CTs</p>	<p>City/County based on location of patient address</p> <p>Budget assumed 53% City and 47% County</p>	<p>REDCap or CalREDIE</p>	<p>September - December</p>

2.3.1.3	Implement	City of Fresno address will be billed to City of Fresno. All others will be billed to County. Once City of Fresno allocation is fully spent then remainder may be billed to County if funds are remaining in County's budget for CATEGORY 2.	CVHPI with all trained CTs	County	Sign In Sheets	October - December			
2.4.1	Evaluate	<p>Conduct ongoing Continuing Education as contact tracing training and protocols adapt</p> <p>Monthly evaluations until December to include</p> <ol style="list-style-type: none"> 1. Number of people reached for contact tracing 2. Average time it is taking to conduct investigation 3. Questions people are asking beyond contact tracing related questions, including identification of other unmet needs 4. Qualitative data about knowledge gaps of CTs 	CVHPI All Teams provide information to CVHPI	City/County 50/50	Notes from monthly meetings	Monthly			

CATEGORY 3: Quarantine Supports - \$1,659,217						
Activity	Activity Name	Description	Responsible Party	Metropolitan Cities/County Division	Deliverables	Timeframe
3.1.1	Assess: Needs	<p>Assess needs of presumed or confirmed COVID19 positive community members and their families.</p> <ol style="list-style-type: none">1. Wage replacement2. Housing/Quarantine site3. Utilities4. Access to healthcare and treatment5. Food Assistance6. Childcare or Eldercare7. Education needs of students in home8. Provide PPE to individuals as needed9. Provide transportation <p>There will be an ongoing assessment on the total funds allocated and the need between city and county.</p>	<p>All Partners</p> <p>EOC</p>	<p>County – Funds will be distributed to the vulnerable population in Fresno County. Priority for funding will be in the rural cities, unincorporated areas (e.g. Cantua Creek, Del Rey, Five Points, Calwa), and disadvantaged areas within metropolitan cities.</p>	<p>Quarantine Assessment</p>	<p>July-August</p>

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

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

Fresno EOC COVID-19 Equity Project Budget

Personnel	Annual Salary	No. Staff	Months	FTE	Total Request
Coalition Program Director	\$125,000.00	1	5	48%	25,000
Coalition Program Coordinator	\$75,000.00	1	5	60%	18,750
Admin Assistant	\$40,000.00	1	5	60%	10,000
Coalition Data Coordinator	\$45,000.00	1	5	60%	11,250
CI/CT/CHW/Resource Specialists	\$52,000.00	36	5	60%	468,000
Coalition Mental Health Licensed Professional	\$125,000.00	1	5	60%	31,250
Personnel Subtotal					564,250
Fringe @				32%	180,560
Total Personnel					744,810
Operating Costs					
Rent					in kind
Utilities					in kind
Supplies (office, printing, etc.)					17,968
Travel/Mileage					2,170
Coalition Outreach/Education/Marketing					44,008
Communications					4,032
Transportation					3,830
Mobile Hotspot Device					1,050
Computers					12,600
Program Supplies					2,500
Coalition staff supplies (uniforms-tshirts, hats, aprons for food distributions)					1,000
Medical supplies (test kits, thermometers, etc.)					69,500
PPE & cleaning/disinfecting supplies (community & staff)					8,000
Consultants					41,250
Operations Subtotal					207,908
Total Direct Costs					952,718
Indirect @				10%	95,272
Total Direct & Indirect					1,047,990
Subcontracts (not included in indirect)					
	Education/Outreach	Contact Tracing	Quarantine Support		
African American Clergy Taskforce	28,045	-	10,897		38,942
Cultural Brokers, Inc.	178,252	-	36,934		215,186
Fresno Metro Black Chamber of Commerce	90,071	-	27,199		117,270
West Fresno Family Resource Center	84,377	-	56,335		140,712
Take a Stand	88,571	-	-		88,571
subtotal	380,746	-	131,364		600,681
Grand Total					1,648,671

COMMUNITY-BASED COVID-19 EQUITY PROJECT



MONTHLY PROGRESS REPORT

PART A: QUALITATIVE/NARRATIVE SECTION

For each of the three-overarching scope of work focus areas: Health Education and Outreach, Medical Investigation and Contact Tracing, and Isolation/Quarantine/Supports, 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 or financial challenges during this reporting period, such as changes in leadership, and other needs not anticipated, please note them in section C and D of this report.

FOCUS AREA 1: HEALTH EDUCATION AND OUTREACH

ASSESSMENT

Objective: 1.1.1: Assess language and cultural needs

As a result of your initial assessment, what were the languages and cultural needs identified in the community? Provide a copy of your assessment tool. What is the plan to continually assess during the project period? As a result of your assessment, what were some staff capacities identified related to education and outreach?

Objective 1.1.2: Assess testing needs

Describe data analysis conducted and the results of locations identified for testing events.

PLANNING

Objective 1.2.1.1: Plan Training/Curriculum Development

Specifically, which education and outreach modules did you develop during this period? Provide a copy of the curriculum.

Objective 1.2.1.2: Plan Training/Adaptations

What languages were the modules adapted to?

COMMUNITY-BASED COVID-19 EQUITY PROJECT

CONTINUE: FOCUS AREA 1: HEALTH EDUCATION AND OUTREACH	
PLANNING	
Objective: 1.2.2.2: Plan Outreach Testing Events Describe your plan for supporting testing events with FQHCs and other host agencies. Did you use GIS mapping or a similar data system to identify “hot spots” and plan for outreach events? Provide a calendar of events.	
Objective: 1.2.3: Plan Outreach Describe your overall outreach plan. Include a copy of each of the partners individual outreach plans.	
Objective: 1.2.4.1: Plan Communications Provide a brief description of your communications plan. Identify your planned media strategies. Provide interview dates, and media collateral to be used, if applicable.	
Objective: 1.2.4.2: Plan Health Education Materials and Messages Identify the materials/messaging to be used. Provide copies of each new material developed for approval.	
Objective: 1.2.4.3: Plan Field Testing With the development of new material, did you plan any field testing? Provide dates and a copy of the field-testing report.	
IMPLEMENTATION	
Objective: 1.3.1: Implement Training What are some of the experiences from the CHWs/Promotoras training? Document number of trained Promotoras, language trained in and agency represented.	
Objective: 1.3.2: Implementation of Health Education and Outreach – High Volume Direct Health Education What are some key successes and challenges from your implementation of high-volume health education strategies?	
Objective: 1.3.2: Implementation of Health Education and Outreach – Direct 1:1 and Small Group What are some key successes and challenges from your direct one-on-one and small group strategies?	
Objective: 1.3.2: Implementation of Health Education and Outreach – Promotion of Clinics and Testing Events What are some key successes and challenges from your promotion of clinics and testing event strategies? Which zip codes and/or cities did you target?	

COMMUNITY-BASED COVID-19 EQUITY PROJECT

CONTINUE: FOCUS AREA 1: HEALTH EDUCATION AND OUTREACH

IMPLEMENTATION

Objective: 1.3.2: Implementation of Health Education and Outreach – Inter-institutional cooperation and collaboration with project staff and school districts

What are some key successes and challenges from your inter-institutional cooperation and collaboration of school strategies? What were some ways partners collaborated with schools and school districts?

Objective: 1.3.2: Implementation of Health Education and Outreach – Inter-institutional cooperation and collaboration with project staff and African American (AA) owned small businesses

What are some key successes and challenges from your inter-institutional cooperation and collaboration with your small owned AA business? Who were the small owned AA business that received training and education?

Objective: 1.3.2: Implementation of Health Education and Outreach – Cooperation and collaboration with small business and farm laborers/contractors

What are some successes and challenges from the cooperation and collaboration with small businesses and farm laborers/contractors?

Objective: 1.3.3: Implement Testing Events

Describe your experience with the implementation of your testing events? List the partners involved and provide calendar of events.

Objective: 1.3.4: Implement Communications

Describe your experience with the communication strategies implemented? List the partners involved and provide a copy of media collateral to be used.

Objective: 1.3.5: Implement Field Testing

What were some of the highlights from the field-testing group implementation? Provide the number and languages of the field-testing groups conducted and locations.

EVALUATION

Objective: 1.4.2: Evaluate Communications, Health Education Messages and Materials

What were the findings from the communications, health education messages and material development? How effective were the messages used? Provide copies of all communication material.

COMMUNITY-BASED COVID-19 EQUITY PROJECT

CONTINUE: FOCUS AREA 1: HEALTH EDUCATION AND OUTREACH	
EVALUATION	<p>Objective: 1.4.3: Evaluate Events and Outreach What were the findings from the events held and outreach efforts conducted? Did people demonstrate increase knowledge of the virus? Provide copies of the focus groups and event calendar.</p> <p>Objective: 1.4.4: Evaluate Implications for Vaccine Campaign What were some reactions, perceptions and attitudes towards a vaccine and its effectiveness?</p>
FOCUS AREA II: MEDICAL INVESTIGATION AND CONTACT TRACING	
ASSESSMENT	<p>Objective: 2.1.1: Assess Medical Investigation and Contact Tracing needs As a result of your assessment, what training needs did you identify? Provide a copy of your assessment tool.</p> <p>Objective: 2.1.2: Assess Need for Training Modification As a result of your re-assessment, what training modifications did you make?</p>
PLANNING	<p>Objective: 2.2.1: Plan Training Modules to include: Contact Tracing, Motivational Interviewing, Dealing with Difficult Clients and HIPAA What training modules did you develop and adapt?</p>
IMPLEMENTATION	<p>Objective: 2.3.1.1: Implement CHW Internal Introductory Training As a result of your training implementation, what were some of the experiences from staff and CHWs/Promotoras? Include number of CHWs/Promotoras completing training.</p>

COMMUNITY-BASED COVID-19 EQUITY PROJECT

CONTINUE: FOCUS AREA II: MEDICAL INVESTIGATION AND CONTACT TRACING	
IMPLEMENTATION	
Objective: 2.3.1.2: Implement FCDPH medical investigation and contact tracing referrals What were the experiences from the medical investigation and contact tracing referrals completed? Provide total number of referrals completed.	
Objective: 2.3.1.3: Conduct ongoing Continuing Education Did you provide any ongoing continuing education? If so, what new areas of education did the training offer	
EVALUATION	
Objective: 2.4.1: Monthly evaluations for Medical Investigations and Contract Tracing Overall, what were some lessons learned from conducting medical investigations and contact tracing efforts? Include numbers reached and other quantitative data in Part B.	
FOCUS AREA III: ISOLATION AND QUARANTINE SUPPORTS	
ASSESSMENT	
Objective: 3.1.1: Assess Positive COVID-19 Community Member Needs What were the supports provided and locations/zip codes where you expensed most funds? Provide a copy of your quarantine assessment.	
PLANNING	
Objective: 3.2.1: Plan Standardized Process for Payment Arrangements Work with County to develop screening tool and process for distribution of funds. Provide a demonstration of the single database used by CBO partners for tracking purposes.	
Objective: 3.2.2: Plan Referrals Describe the standardized workflow for referrals. Provide a copy of your algorithm and database used to track resources.	
IMPLEMENTATION	
Objective: 3.3.1: Implement support for Isolation and Quarantine What are the demographics of the individuals and households receiving the financial supports. Provide tracking database.	

COMMUNITY-BASED COVID-19 EQUITY PROJECT

CONTINUE: FOCUS AREA III: ISOLATION AND QUARANTINE SUPPORTS	
IMPLEMENTATION	
Objective: 3.3.2: Implement follow-up and wellness checks Describe the experience with follow-up calls and wellness check after resources have been disbursed. Provide list of follow-up calls conducted.	
EVALUATION	
Objective: 3.4.1: Evaluation of equitable distribution, impact and level of spending. Provide names and dates of CBO representative(s) joining the FCDPH Ops weekly calls and providing oral report.	

COMMUNITY-BASED COVID-19 EQUITY PROJECT

Below is the quantitative section of the 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	OBJECTIVE	NUMBER OF TESTING EVENTS OR TRAININGS HELD AND LOCATIONS	NUMBER OF PEOPLE REACHED BY LOCATION, AGE, LANGUAGE, AND ETHNICITY	COMMUNICATION METHODS UTILIZED AND NUMBER OF MATERIALS DISSEMINATED BY LANGUAGE	EVALUATION/TRACKING TOOLS USED (if applicable)	KNOWLEDGE GAPS

COMMUNITY-BASED COVID-19 EQUITY PROJECT

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: BUDGET UPDATE

Please explain any significant expenditures or delays in spending this month. If budget adjustments are needed, please explain below and submit a budget revision request for review and approval prior to submitting next month's invoice. If changes to budget line items will exceed 10%, provide full justification.

PART E: PROVIDE ONE TO TWO SUCCESS STORIES

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:	