

AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of 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 public benefit 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 and refugees, agricultural and food process workers, other essential workers and people of color, and;

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

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

WHEREAS, CONTRACTOR has the ability to execute a subcontract with and provide fiscal sponsorship to Fresno Building Healthy Communities (Fresno BHC), a California non-profit organization who leads an immigrant and refugee coalition comprised of multiple local community benefit organizations skilled in the provision of such services and possessing unique community ties to vulnerable population groups to advance health equity throughout the pandemic, and;

WHEREAS, CONTRACTOR will allow Fresno BHC programmatic autonomy and direct communication with COUNTY in the performance of services and management of Fresno BHC's subcontractors while CONTRACTOR ensures fiscal compliance and provides fiscal mentorship in the management of federal funds;

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

4 1. OBLIGATIONS OF THE CONTRACTOR

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

7 B. CONTRACTOR shall act as COUNTY's fiscal agent with regard to funds allocated
8 under this Agreement to Fresno BHC, as a subcontractor of CONTRACTOR, as indicated in the budget
9 attached hereto and incorporated herein as Exhibit B.

10 C. In its subcontract with Fresno BHC, CONTRACTOR shall include a provision by
11 which Fresno BHC agrees to indemnify, save, hold harmless, and at COUNTY's request, defend the
12 COUNTY, its officers, agents and employees, from any and all costs and expenses (including attorney's
13 fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY or third
14 parties in connection with the performance, or failure to perform, by Fresno BHC, its officers, agents,
15 employees or subcontractors under this Agreement, similar to the first paragraph of section nine (9) of
16 this Agreement. CONTRACTOR shall also include a provision by which Fresno BHC agrees to maintain
17 insurance policies, naming the County of Fresno, its officers, agents, and employees as additional
18 insured as set forth in section ten (10) of this Agreement. CONTRACTOR shall also include in its
19 subcontract with Fresno BHC that Fresno BHC agrees to pay back to COUNTY advance payments
20 deemed in excess of actual costs, as set forth in section five, subsection C (5.C.) of this Agreement, to
21 comply with the invoicing and documentation provisions, as set forth in section five (5) of this
22 Agreement, to comply with the Audits and Inspections provisions, as set forth in section eleven (11) of
23 this Agreement, to comply with the Single Audit Clause provisions, as set forth in section twelve (12) of
24 this Agreement, to comply with the Health Insurance Portability and Accountability Act provisions, as set
25 forth in section thirteen (13) of this Agreement, to comply with the Data Security provisions, as set forth
26 in section fourteen (14) of this Agreement, to comply with the Non-Discrimination provisions, as set forth
27 in section fifteen (15) of this Agreement, to comply with the Certification Regarding Debarment,
28 Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions provisions, as set

1 forth in section seventeen (17) of this Agreement, to comply with the Property of County provisions, as
2 set forth in section eighteen (18) of this Agreement, and to comply with the Prohibition on Publicity,
3 Conflict of Interest and Lobbying Activity provisions, as set forth in sections nineteen (19), twenty (20)
4 and twenty-two (22) of this Agreement.

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

23 E. CONTRACTOR shall abide by local and state pandemic guidelines in place at any
24 given time during the pandemic response, and shall make every reasonable effort to follow safe and
25 appropriate public health protection measures to minimize risk of exposure.

26 F. CONTRACTOR shall collaborate on media communications and public messages
27 to ensure cohesive unified messaging. CONTRACTOR shall notify COUNTY within one (1) business
28 day upon receiving media requests for interviews or information.

1 2. OBLIGATIONS OF THE COUNTY

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

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

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

12 3. TERM

13 The term of this Agreement shall commence upon execution and be for a period through and
14 including December 30, 2020. This Agreement may not be extended.

15 4. TERMINATION

16 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
17 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
18 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
19 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice. Funding for
20 these services is provided by one or more of the following funding sources: the federal Coronavirus Aid,
21 Relief and Economic Security (CARES) Act funding (Pub. L. No. 116-136), Federal Emergency
22 Management Agency (FEMA) Disaster Grants—Public Assistance Funding (CDFA 97.036), and/or other
23 funding made available through legislation. Additional federal, state or local funding may be made available.

24 B. Subcontract with Fresno BHC – In the event CONTRACTOR is unable, for whatever
25 reason, to execute or maintain a written, binding agreement with Fresno BHC, on terms and conditions
26 satisfactory to CONTRACTOR, for the provision of the services identified in Exhibit A, CONTRACTOR may,
27 at CONTRACTOR's discretion immediately suspend or terminate this Agreement, in whole or in part.

28 C. Breach of Contract - The COUNTY may immediately suspend or terminate this

Agreement in whole or in part, where in the determination of the COUNTY there is:

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

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.

The COUNTY shall have the right to demand of the CONTRACTOR and CONTRACTOR shall repay to the COUNTY any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement.

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

5. COMPENSATION/INVOICING:

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

B. In no event shall services performed under this Agreement by CONTRACTOR be in excess of \$3,910,658.00 during the term of this Agreement. It is understood that all expenses incidental to CONTRACTOR, performance of services under this Agreement shall be borne by CONTRACTOR.

C. CONTRACTOR may request an advance payment of up to 20% of the maximum

1 compensation. CONTRACTOR shall reconcile the advance payment with full, appropriate supporting
2 documentation for all expenses incurred in the December 2020 invoice period, which is due to COUNTY
3 by January 30, 2021. If it is determined the advance payment was not fully expended by December 30,
4 2020, CONTRACTOR shall reimburse COUNTY all funds deemed in excess of actual cost by February
5 28, 2021.

6 D. CONTRACTOR shall make reasonable efforts to ensure Fresno BHC submits
7 activity reports on a template to be provided by COUNTY in accordance with the scope of work,
8 attached hereto as Exhibit A, by the fifteenth (15th) working day of each month for the prior month's
9 services. An extension of five (5) days may be requested and must be approved by COUNTY.

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

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

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

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

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

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

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

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

28 10. INSURANCE: Without limiting the COUNTY's right to obtain indemnification from

CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

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

B. Automobile Liability

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

C. Professional Liability

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

D. Worker's Compensation

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

E. Molestation

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

Additional Requirements Relating to Insurance

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

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

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

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

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

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

27 11. AUDITS AND INSPECTIONS:

28 A. The CONTRACTOR shall at any time during business hours, and as often as the

COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

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

12. SINGLE AUDIT CLAUSE:

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

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

13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

A. The parties to this Agreement shall be in strict conformance with all applicable Federal and State of California laws and regulations, including but not limited to Sections 5328, 10850, and 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and 431.300 *et seq.* of Title 42,

Code of Federal Regulations (CFR), Section 56 *et seq.* of the California Civil Code and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 D *et seq.* of Title 42, United States Code (USC) and its implementing regulations, including, but not limited to Title 45, CFR, Sections 142, 160, 162, and 164, The Health Information Technology for Economic and Clinical Health Act (HITECH) regarding the confidentiality and security of patient information, and the Genetic Information Nondiscrimination Act (GINA) of 2008 regarding the confidentiality of genetic information.

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

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

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

D. For purposes of the above sections, identifying information shall include, but not be

1 limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such
2 as finger or voice print, or photograph.

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

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

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

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

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

corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State Laws and regulations. CONTRACTOR shall investigate such breach and is responsible for all notifications required by law and regulation or deemed necessary by COUNTY and shall provide a written report of the investigation and reporting required to COUNTY's Information Security Officer and Privacy Officer and COUNTY's DPH HIPAA Representative. This written investigation and description of any reporting necessary shall be postmarked within the thirty (30) working days of the discovery of the breach to the addresses below:

County of Fresno
Dept. of Public Health
HIPAA Representative
(559) 600-6439
P.O. Box 11867
Fresno, CA 93775

County of Fresno
Dept. of Public Health
Privacy Officer
(559) 600-6405
P.O. Box 11867
Fresno, CA 93775

County of Fresno
Information Technology Services
Information Security Officer
(559) 600-5800
333 W. Pontiac Way
Clovis, CA 93612

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

CONTRACTOR shall cooperate with the compliance and investigation reviews 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 possession of a Subcontractor, it must certify efforts to obtain the information to the Secretary.

I. Safeguards

CONTRACTOR shall implement administrative, physical, and technical safeguards as required by the HIPAA Security Rule, Subpart C of 45 CFR 164, that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of COUNTY and to prevent unauthorized access, viewing, use,

disclosure, or breach of PHI other than as provided for by this Agreement. CONTRACTOR shall conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity and availability of electronic PHI. CONTRACTOR shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of CONTRACTOR'S operations and the nature and scope of its activities. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with information concerning such safeguards.

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

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

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

1 personal, or sensitive data:

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

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

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

16 J. Mitigation of Harmful Effects

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

21 K. CONTRACTOR'S Subcontractors

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

28 L. Employee Training and Discipline

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

6 M. Termination for Cause

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

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

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

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

16 N. Judicial or Administrative Proceedings

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

23 O. Effect of Termination

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

1 or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of
2 subcontractors or agents, if applicable, of CONTRACTOR. If CONTRACTOR destroy the PHI data, a
3 certification of date and time of destruction shall be provided to the COUNTY by CONTRACTOR.

4 P. Disclaimer

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

11 Q. Amendment

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

21 R. No Third-Party Beneficiaries

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

26 S. Interpretation

27 The terms and conditions in these provisions shall be interpreted as broadly as
28 necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The

1 parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved in
2 favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

3 T. Regulatory References

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

6 U. Survival

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

9 V. No Waiver of Obligations

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

13 W. Public Health Exception Extended

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

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

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

28 b) A covered entity may disclose PHI to a “public health authority” carrying

1 out public health activities authorized by law; (45 C.F.R. § 164.512(b).);

2 c) A covered entity may use or disclose protected health information to the
3 extent that such use or disclosure is required by law and the use or disclosure complies with and is
4 limited to the relevant requirements of such law.” (Title 45 C.F.R. §§ 164.502 (a)(1)(vii),
5 164.512(a)(1).)

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

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

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

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

19 B. CONTRACTOR-Owned Computers or Computer Peripherals

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

26 C. COUNTY-Owned Computer Equipment

27 CONTRACTOR or anyone having an employment relationship with the COUNTY,
28 may not use COUNTY computers or computer peripherals on non-COUNTY premises without prior

1 authorization from the COUNTY's Chief Information Officer, and/or designee(s).

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

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

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

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

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

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

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

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

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

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

A. COUNTY and CONTRACTOR recognize that CONTRACTOR is a recipient of 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 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order 12549. By signing this Agreement, CONTRACTOR attests to the best of its knowledge and belief, that it and its principals:

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

suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

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

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

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

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

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

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

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

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

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

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

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

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

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

27 24. DISCLOSURE OF SELF-DEALING TRANSACTIONS:

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

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

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

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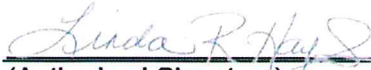
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

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

COUNTY OF FRESNO:

6 
7 (Authorized Signature)


Jean Rousseau, County Administrative Officer
of the County of Fresno

8
9 Linda Hayes, Board Chair
10 Print Name & Title
(Chairman of the Board, or President or Vice President)

11
12 1920 Mariposa Street, Suite 300

13 Fresno, CA 93721
14 Mailing Address

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25
26 **FOR ACCOUNTING USE ONLY:**

27 ORG No.: 56201019
Account No.: 7295
Fund No.: 0001
28 Subclass No.: 10000

COVID-19 Equity Project: Fresno Building Healthy Communities County 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.

Activity	Activity Name	Description	Responsible Party	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	Assessment	August - December
1.1.2	Assess: Testing Needs	Identify through data analysis any targeted geographic or demographic population for testing events and outreach.	CVHPI	Ongoing reports of identified targeted populations	August- December
1.2.1.1	Plan: Training/ Curriculum Development	Develop modules on education and outreach to include information on: <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 	CVHPI Fresno BHC Cultiva la Salud	Curriculum	August- September

		<p>8. Ongoing training in technology use for COVID-19 related education and outreach, and quarantine supports</p> <p>Prepare training materials and handouts.</p>			
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 	<p>CVHPI FIRM CBDIO Jakara Movement Cultiva La Salud</p>	Curriculum	September
1.2.2.2	Plan: Outreach Testing Events	<p>Plan how to support Testing Events in the County of Fresno will be determined in consultation with FQHCs, and County-funded testing agencies. This plan is to include one event per week given lab and testing capacity for the County.</p>	<p>All Partners</p> <p>FIRM/ CBDIO to coordinate all partners</p>	Documented agreement and schedule of events	<p>By September 7th, identify county sites with event plan and education materials, all ready to go for the first event. By September 15th conduct first event</p>

1.2.3	PLAN: Outreach	<p><u>Outreach Plan</u></p> <p>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>All Partners</p> <p>All Partners</p> <p>CLFA, CBDIO Cultiva</p> <p>Go Public Schools</p>	<p>Outreach Plan</p> <p>Modified scope of work and budget</p>	<p>First Draft September 6th</p> <p>Modifications September- November 15th</p>
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 	All Partners	Copies of scripts, print messages and collaborative items	August - December

		<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>	GO Fresno		
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	Talking points, messages and developed materials	August-September Updated Monthly
1.2.4.3	Plan: Field Testing	Method: Organized as small group sessions once new messages and new materials are developed. The focus will be on the effectiveness of messages and materials in conveying information. Are the messages and materials received well and understood by the target audience? This data is to be collected by each organization that is out on the field and data will be collected by CVHPI	Cultiva La Salud CVHPI Fresno BHC CBDIO FIRM	Field-testing reports.	Monthly August-December
1.3.1	Implement : Training	<p>CHW/Promotora Initial One Week Training:</p> <p>Ongoing Continuing Education on at least biweekly basis</p>	CVHPI with All Partners	Sign-in sheets/electronic documentation	<p>August</p> <p>August-December</p> <p>Late August</p>

		Train-the-Trainer support for lead CHWs at each agency			
1.3.2	Implement: Health Education & Outreach	<p>Conduct health education to target audiences. Include outreach and promotion of testing events.</p> <p>Approach 1: High Volume Direct Health Education on Transmission/Prevention-</p> <p>Coalition partners will engage in direct outreach through numerous platforms with a goal of reaching large segments of the underserved population with consistent messaging. This approach will include:</p> <ul style="list-style-type: none"> • 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 	<p>All Partners</p> <p>GO Fresno</p> <p>Cultiva La Salud</p> <p>CBDIO</p> <p>FIRM</p> <p>Jakara Movement</p>	<p>Talking points</p> <ul style="list-style-type: none"> -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: # of views after 1 month. 	<p>August - December</p> <p>September-December</p>

		<p>Approach 2: Direct 1:1 & Small Group Engagement with Residents-</p> <p>When necessary and safe, project staff will engage in one-on-one (1:1) conversations with residents, as well as small group/ focus group meetings to disseminate educational content and capture information from the target population related to prevention needs. This is particularly needed in isolated (both linguistically and geographically) communities where a trusted ambassador is best positioned to conduct successful outreach. These will include:</p> <ul style="list-style-type: none"> • In-person outreach • Small group meetings/engage at worksites, community centers, and other community spaces in targeted neighborhoods 	<p>GO Fresno</p> <p>Cultiva La Salud</p> <p>CBDIO</p> <p>Jakara Movement</p> <p>FIRM</p>	<p>Contact metrics and tracking by method</p>	<p>September-December</p>
		<p>Approach 3: Promotion of Clinics and Testing events-</p> <p>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) • Targeted neighborhood outreach, including phone banking, canvassing & leafleting. 	<p>All Partners</p> <p>All Partners</p>	<p>Reporting of markets reached</p> <p>Contact metrics and tracking by method</p>	<p>September-December</p> <p>September-December</p>

		<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	<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>August</p> <p>August</p> <p>September</p> <p>September-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 	<p>CBDIO</p> <p>FIRM</p> <p>Jakara</p> <p>Cultiva</p>	<p>Amount and location of PPE distribution by sector</p>	<p>August-December</p>

1.3.3	Implement: Testing Events	<p>Testing events in County will be conducted according to plan (activity 1.2.2.2)</p> <p>CHWs will provide information (public health, COVID workers' rights, quarantine supports, other resources) on-site to everyone who comes to test.</p> <p>CHWs provide contact investigation information and assist patient with submitting contact information electronically.</p>	<p>FIRM</p> <p>CBDIO</p> <p>GO Fresno</p> <p>Cultiva La Salud</p> <p>Jakara Movement</p>	<p>Number of testing events assisted</p> <p># of people contacted to attend event</p> <p># attendees</p> <p># of people followed up after event</p>	<p>August-December</p> <p>August-December</p> <p>September-December</p>
1.3.4	Implement: Communicat ions	<p>Convene communications workgroup regularly and collaborate closely with Leticia Barber (DPH) and Lacey Leonard (UCSF)</p> <p>Promote in ethnic/ linguistic communities in culturally relevant ways</p> <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 	All Partners	<p># of Interviews,</p> <p># of publications</p> <p># of segments devoted to COVID Outreach</p> <p># of views on website after live airing</p>	<p>August-December</p> <p>August-December</p>
1.3.5	Implement: Field Testing	<p>Each partner organization will organize field testing groups for rapid assessment of newly developed messages and materials.</p> <ol style="list-style-type: none"> Plan focus group and Invite participants. Conduct field tests Compile finding and present to partners. 	All Partners	# of field testing groups monthly	Monthly August-December

1.4.1	Evaluate: Training	Effectiveness in training (Is the training we provide to CHWs/CTs building capacity to level needed as demonstrated by need encountered in community?)	CVHPI Fresno BHC Cultiva La Salud EOC	CHW/Promotora training evaluations	September- December
1.4.2	Evaluate: Communicat ions & 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 done through qualitative data. We will use interview guide and surveys after receiving the messages Two Areas of Evaluation: 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)	Fresno BHC CVHPI EOC	Data from Evaluation Meetings with Team leads reported to DPH Ops joint meetings	Monthly August- December
1.4.3	Evaluate: Events/ Outreach	Evaluate effectiveness of outreach strategies around: community knowledge of virus, turnout at testing events, follow up	CVHPI Fresno BHC FIRM/ CBDIO EOC	Focus Groups and Survey Results from invited past participants of outreach	September- December
1.4.4	Evaluate	Evaluate implications for vaccination campaign and develop recommendations for practice	CVHPI Fresno BHC EOC	Report to DPH Ops meetings	November- December

CATEGORY 2: Contact Tracing & Medical Investigation						
Activity	Activity Name	Description	Responsible Party	County or City of Fresno Division Activity	Deliverables	Timeframe
2.1.1	Assess	<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-September
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"> 1. Contact Tracing 2. Motivational Interviewing 3. Difficult clients 4. County HIPAA training 	CVHPI, Fresno BHC	County	Curriculum	By September 15

		<p>5. Infection control and prevention</p> <p>Adapt modules to 12 languages/cultures to ensure Literacy levels, visuals that are representative of community</p>	FIRM, CBDIO, Jakara Movement, Cultiva La Salud		5,5,1,1 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</p> <p>All partners</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>Actual Charges to County will be based on patient's resident address. City of Fresno address will be billed to City of Fresno. All others will be billed to County. Once City of Fresno allocation is fully spent then remainder may be billed to County if funds are remaining in County's budget for CATEGORY 2.</p>	All partners	<p>City/County based on location of patient address</p> <p>Budget assumed 50/50</p>	REDCap or CalREDIE	September - December
2.3.1.3	Implement	Conduct ongoing Continuing Education as contact tracing training and protocols adapt	CVHPI with all trained CTs	County	Sign In Sheets	October - December

2.4.1	Evaluate	<p>Monthly evaluations until December to include</p> <ol style="list-style-type: none"> 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 	<p>CVHPI</p> <p>All Teams provide information to CVHPI</p>	City/County 50/50	Notes from monthly meetings	Monthly
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CATEGORY 3: Quarantine Supports						
Activity	Activity Name	Description	Responsible Party	Metropolitan Cities/County Division	Deliverables	Timeframe
3.1.1	Assess: Needs	<p>Assess needs of presumed or confirmed COVID19 positive community members and their families.</p> <ol style="list-style-type: none"> 1. Wage replacement 2. Housing/Quarantine site 3. Utilities 4. Access to healthcare and treatment 5. Food Assistance 6. Childcare or Eldercare 	All Partners	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,	Quarantine Assessment	August

		<p>7. Education needs of students in home</p> <p>8. Provide PPE to individuals as needed</p> <p>9. Provide transportation</p> <p>There will be an ongoing assessment on the total funds allocated and the need between city and county.</p>		Calwa), and disadvantaged areas within metropolitan cities.		
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 EOC	County	# of patients/house holds 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 Fresno BHC EOC	County	Monthly Meeting Oral Report to DPH Ops	Monthly September- December

COVID-19 Equity Project Budget

Lead: Fresno Building Healthy Communities

Fresno BHC Personnel	Annual Salary	% Yr	FTE	Admin	Education/ Outreach	Contact Tracing	Quarantine Support	Total Request
President & CEO	\$107,680	38%	23%	\$ 9,430				\$ 9,430
Chief Administrative Officer	\$74,298	38%	23%	\$ 6,506				\$ 6,506
Executive Admin Assistant	\$49,920	38%	23%	\$ 4,371				\$ 4,371
Communications Specialist	\$49,920	38%	33%	\$ 6,245				\$ 6,245
Project Director	\$56,974	38%	23%	\$ 4,989				\$ 4,989
Project Specialist	\$49,920	38%	78%	\$ 14,572				\$ 14,572
Project Assistant	\$31,200	38%	58%	\$ 6,830				\$ 6,830
Personnel Sub-Total				\$ 52,943				\$ 52,943
Fringe @		32%		\$ 16,942				\$ 16,942
Total Personnel				\$ 69,885				\$ 69,885
Fresno BHC Operating Costs								
Travel				\$ 1,750				\$ 1,750
Communications				\$ 1,092				\$ 1,092
Office Expenses				\$ 1,750				\$ 1,750
Conference, Meeting, Event				\$ 2,625	\$ 12,000			\$ 14,625
Database Software				\$ 3,500				\$ 3,500
Printing & Copying				\$ 700	\$ 5,400			\$ 6,100
Quarantine Supports							\$ 1,255,000	\$ 1,255,000
Total Operating				\$ 11,417	\$ 17,400	\$ -	\$ 1,255,000	\$ 1,283,817
Direct Costs				\$ 81,302	\$ 17,400	\$ -	\$ 1,255,000	\$ 1,353,702
Indirect Costs @ 10%				\$ 8,130	\$ 1,740	\$ -	\$ 125,500	\$ 135,370
Total Direct and Indirect				\$ 89,432	\$ 19,140	\$ -	\$ 1,380,500	\$ 1,489,072
Fresno BHC Other Costs								
Subcontracts								
Legal/Professional Services				\$ 25,000				\$ 25,000
Coalition Marketing, Communications & Graphic Design Services				\$ 150,000				\$ 150,000
Central Valley Health Policy Institute					\$ 84,446	\$ 26,798	\$ -	\$ 111,244
Centro Binacional para el Desarrollo Indígena Oaxaqueño					\$ 248,629	\$ 102,327	\$ -	\$ 350,956
Cultiva La Salud					\$ 310,845	\$ 129,519	\$ -	\$ 440,364
Fresno Interdenominational Refugee Ministries					\$ 258,760	\$ 105,733	\$ -	\$ 364,493
GO Public Schools Fresno					\$ 107,514	\$ 119,460	\$ -	\$ 226,974
Jakara Movement					\$ 182,092	\$ 69,621	\$ -	\$ 251,713
Additional CBO Contracts TBD*				\$ 364,630				\$ 364,630
Subcontracts Subtotal				\$ 539,630	\$ 1,192,286	\$ 553,458	\$ -	\$ 2,285,374
Capital and Equipment								
IT Equipment and Peripherals				\$ 840				\$ 840
Total Other Costs				\$ 540,470	\$ 1,192,286	\$ 553,458	\$ -	\$ 2,286,214
Fresno EOC Fiscal Agent Costs @ 7%				\$ 264,270				\$ 264,270
Grand Total				\$ 894,172	\$ 1,211,426	\$ 553,458	\$ 1,380,500	\$ 4,039,556

BUDGET NOTES:

*Ed/Outreach & Contact Tracing Splits will be determined at onboarding

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:	