

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 22nd day of February, 2022 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the state of California ("COUNTY"), and Valley Center for the Blind, a California nonprofit corporation whose address is 3417 W. Shaw Ave., Fresno, CA 93711 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY's Department of Public Health indirectly utilized sub-contracted services for COVID-19 contact tracing and outbreak mitigation from CONTRACTOR in Agreement D-20-524, funded by the CARES Act;

WHEREAS, COUNTY's Internal Services Department ("ISD") also indirectly utilized sub-contracted services for the administration of all incoming County telephone operator calls from CONTRACTOR through agreement D-20-524, funded by the CARES Act;

WHEREAS, COUNTY is in need of COUNTY telephone operator services, COVID-19 contact tracing and outbreak mitigation services, as well as information assistance services for the disabled community;

WHEREAS, CONTRACTOR represents that it may provide these services to the COUNTY; and

WHEREAS, COUNTY and CONTRACTOR desire to execute this Agreement for COUNTY telephone operator administration for the term of this Agreement, and COVID-19 contact tracing and outbreak mitigation for the remainder of the COUNTY's fiscal year ending in June 2022; and

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 and incorporated by this reference. This includes all responsibilities related to serving as the main operator for the information line servicing the disability community within Fresno County.

B. As part of this Agreement, CONTRACTOR shall provide Disability Equity Line Administration, which includes assisting the disabled community by phone with COVID vaccine information, training, education, financial aid, and employment services.

1 C. As part of this Agreement, CONTRACTOR shall provide Covid Information Line
2 Administration, which includes giving guidance on isolation, quarantine, K-12, and California Department
3 of Public Health (CDPH) guidance to the public, health care settings, businesses, and school settings.
4 This includes forwarding COVID-related questions to various teams for follow up including medical
5 investigation teams for academic and congregate settings, management and nursing regarding
6 immunization clinics, and laboratory. Some data entry may also be required. CONTRACTOR shall
7 abide by local and state pandemic guidelines in place at any given time during the pandemic response,
8 and shall make every reasonable effort to follow safe and appropriate public health protection measures
9 to minimize risk of exposure.

10 D. CONTRACTOR shall perform all services and fulfill all responsibilities related to
11 handling incoming calls to the COUNTY operator telephone line through Cisco Jabber Softphone
12 system provided by COUNTY, including transferring incoming callers to the requested or most relevant
13 COUNTY department, and staying up-to-date on any major changes to the functions or call-in lines for
14 COUNTY departments. The telephone operator phone line shall be open and managed between the
15 hours of 8:00am to 5:00pm, Monday through Friday, excluding COUNTY-recognized holidays (New
16 Year's Eve & Day, Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Memorial Day,
17 Monday nearest Fourth of July, Labor Day, Veteran's Day, the day of & after Thanksgiving, and
18 Christmas Eve & Day).

19 E. CONTRACTOR shall abide by local and state guidelines related to the
20 performance of this work, and shall make every reasonable effort to consistently provide excellent caller
21 assistance through frequent quality assurance monitoring

22 2. OBLIGATIONS OF COUNTY

23 A. COUNTY shall provide access, training as needed, and technical assistance to
24 the Cisco Jabber Softphone platform for each of CONTRACTOR's agents and managers. Technical
25 support includes, but is not limited to, all available quality assurance metrics, and reports. For technical
26 assistance with the Cisco Jabber soft phone, CONTRACTOR shall call (559) 600-5900 and ask for
27 contractor support of the Cisco Jabber soft phone.
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1 B. COUNTY shall provide updates to the County operator telephone list in Exhibit A,
2 as necessary.

3 3. TERM

4 The term of this Agreement shall be for a period of three (3) years, commencing on February 22,
5 2022, through and including February 21, 2025. This Agreement may be extended for two (2) additional
6 consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days
7 prior to the first day of the next twelve (12) month extension period. The Director of Internal Services/Chief
8 Information Officer (ISD Director/CIO), or his or her designee, is authorized to execute such written
9 approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

10 4. TERMINATION

11 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
12 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
13 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
14 terminated, at any time without penalty by giving the CONTRACTOR thirty (30) days advance written
15 notice. Funding for the COVID19 response services including COVID19 information line and Contract
16 Tracing is provided by federal funds under the County's Enhancing Lab Capacity (ELC) Infections Disease
17 Enhancing Detection/Expansion grants (Assistance Listing/CFDA: 93.323).

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

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

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

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

7 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR, and
8 CONTRACTOR agrees to receive hourly compensation at the rates as identified in Exhibit B,
9 "CONTRACTOR Service Rates", attached and incorporated by this reference. CONTRACTOR shall submit
10 monthly invoices referencing the provided contract number via email to the ISD Business Office:
11 isdbusinessoffice@fresnocountyca.gov.

12 In no event shall compensation paid for services performed under this Agreement exceed five
13 hundred and five thousand dollars (\$505,000) for the initial three-year term of this Agreement. If the
14 COUNTY exercises the first optional one-year extension, total compensation paid services performed
15 under this Agreement shall not exceed six hundred and fifty-five thousand dollars (\$655,000). If the
16 COUNTY exercises the final optional one-year extension, total compensation paid for services performed
17 under this Agreement shall not exceed eight hundred and eleven thousand dollars (\$811,000). It is
18 understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement
19 shall be borne by CONTRACTOR. COUNTY shall pay CONTRACTOR within forty-five (45) days of receipt
20 of an approved invoice.

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

1 terms and conditions thereof.

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

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

11 7. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

12 A. The parties to this Agreement shall be in strict conformance with all applicable Federal
13 and State of California laws and regulations, including but not limited to Sections 5328, 10850, and 14100.2
14 et seq. of the Welfare and Institutions Code, Sections 2.1 and 431.300 et seq. of Title 42, Code of Federal
15 Regulations (CFR), Section 56 et seq. of the California Civil Code and the Health Insurance Portability and
16 Accountability Act (HIPAA), including but not limited to Section 1320 D et seq. of Title 42, United States
17 Code (USC) and its implementing regulations, including, but not limited to Title 45, CFR, Sections 142, 160,
18 162, and 164, The Health Information Technology for Economic and Clinical Health Act (HITECH)
19 regarding the confidentiality and security of patient information, and the Genetic Information
20 Nondiscrimination Act (GINA) of 2008 regarding the confidentiality of genetic information.

21 Except as otherwise provided in this Agreement, CONTRACTOR, as a Business
22 Associate of COUNTY, may use or disclose Protected Health Information (PHI) to perform functions,
23 activities or services for or on behalf of COUNTY, as specified in this Agreement, provided that such use
24 or disclosure shall not violate the Health Insurance Portability and Accountability Act (HIPAA), USC
25 1320d et seq. The uses and disclosures of PHI may not be more expansive than those applicable to
26 COUNTY, as the "Covered Entity" under the HIPAA Privacy Rule (45 CFR 164.500 et seq.), except as
27 authorized for management, administrative or legal responsibilities of the Business Associate.

28 B. CONTRACTOR, including its subcontractors and employees, shall protect, from

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

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

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

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

21 F. CONTRACTOR shall provide access, at the request of COUNTY, and in the time and
22 manner designated by COUNTY, to PHI in a designated record set (as defined in 45 CFR Section
23 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR Section 164.524
24 regarding access by individuals to their PHI. With respect to individual requests, access shall be provided
25 within thirty (30) days from request. Access may be extended if CONTRACTOR cannot provide access and
26 provides individual with the reasons for the delay and the date when access may be granted. PHI shall be
27 provided in the form and format requested by the individual or COUNTY.

28 CONTRACTOR shall make any amendment(s) to PHI in a designated record set at the

1 request of COUNTY or individual, and in the time and manner designated by COUNTY in accordance with
2 45 CFR Section 164.526.

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

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

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| 22 | Department of Public Health HIPAA Representative (559) 600-6439 P.O. Box 11867 Fresno, CA 93775 | Department of Public Health Privacy Officer (559) 600-6405 P.O. Box 11867 Fresno, CA 93775 | Internal Services Department I.T. Services Division (559) 600-5800 333 W. Pontiac Way Clovis, CA 93612 |
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25 H. CONTRACTOR shall make their internal practices, books, and records relating to the
26 use and disclosure of PHI received from COUNTY, or created or received by the CONTRACTOR on behalf
27 of COUNTY, in compliance with HIPAA's Privacy Rule, including, but not limited to the requirements set
28 forth in Title 45, CFR, Sections 160 and 164. CONTRACTOR shall make its internal practices, books, and

1 records relating to the use and disclosure of PHI received from COUNTY, or created or received by the
2 CONTRACTOR on behalf of COUNTY, available to the United States Department of Health and Human
3 Services (Secretary) upon demand.

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

9 I. Safeguards

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

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

26 1) Passwords must not be:

27 a. Share or written down where they are accessible or recognizable by anyone
28 else; such as taped to computer screens, stored under keyboards, or visible in a work

1 area;

2 b. A dictionary word; or

3 c. Stored in clear text.

4 2) Passwords must be:

5 a. Eight (8) characters or more in length;

6 b. Changed every ninety (90) days;

7 c. Changed immediately if revealed or compromised; and

8 d. Composed of characters from at least three (3) of the following four (4)

9 groups from the standard keyboard:

10 1. Upper case letters (A-Z);

11 2. Lower case letter (a-z);

12 3. Arabic numerals (0-9) and

13 4. Non-alphanumeric characters (punctuation symbols).

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

16 1) Network-based firewall and/or personal firewall;

17 2) Continuously updated anti-virus software; and

18 3) Patch management process including installation of all operating
19 systems/software vendor security patches.

20 CONTRACTOR shall utilize a commercial encryption solution that has received FIPS
21 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic
22 media (including, but not limited to, compact disks and thumb drives) and on portable computing devices
23 (including, but not limited to, laptop and notebook computers).

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

3 J. Mitigation of Harmful Effects

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

8 K. CONTRACTOR'S Subcontractors

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

14 L. Employee Training and Discipline

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

19 M. Termination Clause

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

- 22 1) Provide an opportunity for the CONTRACTOR to cure the breach or end the
23 violation and terminate this Agreement if CONTRACTOR does not cure the breach or
24 end the violation within the time specified by COUNTY; or
- 25 2) Immediately terminate this Agreement if a CONTRACTOR has breached a
26 material term of these provisions and cure is not possible.
- 27 3) If neither cure nor termination is feasible, the COUNTY's Privacy Officer shall
28 report the violation to the Secretary of the U.S. Department of Health and Human

1 Services.

2 N. Judicial or Administrative Proceedings

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

9 O. Effect of Termination

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

18 P. Disclaimer

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

25 Q. Amendment

26 The parties acknowledge that Federal and State laws relating to electronic data security
27 and privacy are rapidly evolving and that amendment of these provisions may be required to provide for
28 procedures to ensure compliance with such developments. The parties specifically agree to take such

1 action as is necessary to amend this agreement in order to implement the standards and requirements
2 of HIPAA, the HIPAA regulations, the HITECH Act and other applicable laws relating to the security or
3 privacy of PHI. COUNTY may terminate this Agreement upon thirty (30) days written notice in the event
4 that CONTRACTOR do not enter into an amendment providing assurances regarding the safeguarding
5 of PHI that COUNTY in its sole discretion, deems sufficient to satisfy the standards and requirements of
6 HIPAA, the HIPAA regulations and the HITECH Act.

7 R. No Third-Party Beneficiaries

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

11 S. Interpretation

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

16 T. Regulatory References

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

19 U. Survival

20 The respective rights and obligations of CONTRACTOR as stated in this Section shall
21 survive the termination of this Agreement.

22 V. No Waiver of Obligations

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

26 W. Public Health Exception Extended

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

6 2) Public To the extent a disclosure or use of information received under this
7 agreement may also be considered a disclosure or use of “Protected Health
8 Information” (PHI) of an individual, as that term is defined in Section 160.103 of Title
9 45, Code of Federal Regulations, the following Privacy Rule provisions apply to
10 permit such data disclosure and/or use by COUNTY and CONTRACTOR, without
11 the consent or authorization of the individual who is the subject of the PHI:

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

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

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

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

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

27 10. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
28 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and

1 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
2 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
3 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
4 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
5 or corporation who may be injured or damaged by the performance, or failure to perform, of
6 CONTRACTOR, its officers, agents, or employees under this Agreement.

7 The provisions of this Section 10 shall survive the termination of this Agreement.

8 11. INSURANCE

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

13 A. Commercial General Liability

14 Commercial General Liability Insurance with limits of not less than Two Million Dollars
15 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
16 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
17 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
18 liability or any other liability insurance deemed necessary because of the nature of this contract.

19 B. Automobile Liability

20 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
21 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
22 used in connection with this Agreement.

23 C. Professional Liability

24 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
25 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
26 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

27 D. Worker's Compensation

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

1 Code.

2 Additional Requirements Relating to Insurance

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

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

15 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
16 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
17 foregoing policies, as required herein, to the County of Fresno, Internal Services Department, Attention:
18 Business Office, 333 W. Pontiac Way, Clovis, CA 93612, stating that such insurance coverage have been
19 obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be
20 responsible for any premiums on the policies; that for such worker's compensation insurance the
21 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any
22 amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such
23 Commercial General Liability insurance names the County of Fresno, its officers, agents and employees,
24 individually and collectively, as additional insured, but only insofar as the operations under this Agreement
25 are concerned; that such coverage for additional insured shall apply as primary insurance and any other
26 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess
27 only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this
28 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice

1 given to COUNTY.

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

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

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

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

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

| COUNTY | | CONTRACTOR |
|--|---|--|
| ISD Director of Internal Services/CIO 333 W. Pontiac Way Clovis, CA 93612 | DEPT. OF PUBLIC HEALTH Director of Public Health 1221 Fulton Street Fresno, CA 93721 | VALLEY CENTER FOR THE BLIND Executive Director 3417 W. Shaw Ave. Fresno, CA 93711 |

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

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

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

13 15. DATA SECURITY

14 CONTRACTOR shall comply with all obligations in Exhibit C "Data Security", attached and
15 incorporated by this reference.

16 16. LOBBYING ACTIVITY

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

20 17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
21 COLUNTARY EXCLUSION-LOWER TIER COFVERED TRANSACTIONS

22 A. COUNTY and CONTRACTOR recognize that CONTRACTOR is a
23 recipient of Federal funds under the terms of this Agreement. By signing this Agreement,
24 CONTRACTOR agrees to comply with applicable Federal suspension and debarment regulations,
25 including but not limited to: 7 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order
26 12549. By signing this Agreement, CONTRACTOR attests to the best of its knowledge and belief,
27 that it and its principals:

- 28 1. Are not presently debarred, suspended, proposed for

1 debarment, declared ineligible, or voluntarily excluded by any Federal
2 department or agency; and

3 2. Shall not knowingly enter into any covered transaction
4 with an entity or person who is proposed for debarment under Federal
5 regulations, debarred, suspended, declared ineligible, or voluntarily
6 excluded from participation in such transaction.

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

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

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

18 18. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

1 immediately thereafter.

2 19. ELECTRONIC SIGNATURES

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

18 20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
19 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
20 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
21 understanding of any nature whatsoever unless expressly included in this Agreement.

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

3
4 **CONTRACTOR**

5 Shellena S Heber
6 (Authorized Signature)

7 Shellena Heber, Executive Director

8 Print Name & Title

9 3417 W Shaw Avenue

10 Fresno, CA 93711

11 Mailing Address

COUNTY OF FRESNO

Brian Pacheco
Brian Pacheco, Chairman of the Board of
Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

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15 By: Hanan M
Deputy

16 FOR ACCOUNTING USE ONLY:
17 INTERNAL SERVICES:

18 Fund: 1020

19 Subclass: 10000

20 ORG: 8905

21 Account: 7295

22 PUBLIC HEALTH:

23 Fund: 0001

24 Subclass 10000

25 ORG: 56201019

26 Account: 7295
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For technical assistance with the Cisco Jabber soft phone, call **(559) 600-5900**. Communicate that you are a contractor for the County operator phone line and explain the technical issue you are experiencing with Cisco Jabber. The ISD-IT Help Desk will create a ticket to assist with technical issues.

COUNTY OF FRESNO OPERATOR PHONE LIST

| | | | |
|--------------|--|--------------|---|
| 600-1710 | ADMINISTRATION (CAO) | 600-7242 | FACILITY SERVICES |
| 600-4301 | ADA-Americans w/Disability Act - PW | 600-2575 | FICTICIOUS BUSINESS NAME/LICENSE (FBN) |
| 600-2396 | ADOPTION | 600-7530 | FLEET SERVICES |
| 600-3383 | ADULT PROTECTIVE SERVICES 800-418-1426 | 600-4405 | FMAAA-FN MADERA AGENCY ON AGING |
| 855-832-8082 | AGED BLIND & DISABLED - DSS Medical | 600-4446 | FOSTER CARE |
| 600-4405 | AGENCY ON AGING-FMAAA Meals On Wheels | 600-4211 | FRAUD HOTLINE |
| 600-7510 | AGRICULTURE - WEIGHTS & MEASURES | 600-2650 | GENERAL RELIEF - DSS |
| 600-3534 | ASSESSOR | 600-6689 | INDEPENDENT LIVING PROGRAM (ILP) |
| 600-3496 | AUDITOR-CONTROLLER & TTC | 600-5800 | INTERNAL SERVICES |
| 600-3357 | ANIMAL CONTROL | 600-3180 | GRAPHIC COMMUNICATIONS |
| 600-3529 | BOARD OF SUPERVISORS CLERK | 600-3200 | HEALTH - MAIN PUBLIC HEALTH |
| 600-4560 | BUILDING INSPECTIONS | 600-6415 | HEALTH - DOG LICENSE INFORMATION |
| 600-4540 | BUILDING PERMITS / ZONING | 600-3357 | ENVIRONMENTAL HEALTH (POOL DRAIN) |
| 600-3300 | CALIFORNIA CHILDREN SERVICES - CCS | 600-3476 | HALL OF RECORDS (BIRTH/DEATH/MARRIAGE/DIVORCE) |
| 600-8918 | CHILDREN MENTAL HEALTH SERVICES | 600-3271 | HEALTH - HAZARDOUS WASTE PROGRAM |
| 622-1793 | CHILD ABUSE PREVENTION or 800-422-4453 | 600-3550 | HEALTH - IMMUNIZATIONS |
| 600-6400 | CHILD PROTECTIVE SERVICES (CPS) | 600-3434 | HEALTH - MEDICAL MARIJUANA ID CARD |
| 600-3713 | CHILD CARE (EMPLOYMENT SERVICES) | 600-3330 | HEALTH - NURSING |
| 866-901-3212 | CHILD SUPPORT | 600-3357 | HEALTH-WELLS WATER & SPRINGS TESTING |
| 600-4550 | CODE ENFORCEMENT / VACANT PROPERTY | 600-1810 | HUMAN RESOURCES-EMPLOYEE BENEFITS |
| 600-4099 | CONSERVATORSHIP | 600-1820 | HUMAN RESOURCES-Employment Verification |
| 600-4292 | COMMUNITY DEVELOPMENT-Housing Progam | 600-1830 | HUMAN RESOURCES - PERSONNEL INFO |
| 600-3400 | CORONER | 600-6666 | IN HOME SUPPORTIVE SRVC |
| 600-2575 | COUNTY CLERK/Marriage Lic/biz name/license | 600-6580 | INDIGENT SERVICE - PUBLIC HEALTH |
| 600-3479 | COUNTY COUNSEL | 888-373-7011 | JAIL INMATE INFORMATION Ph 600-8600 |
| 600-1377 | DEPT. SOCIAL SERVICES / MEDI-CAL | 600-3996 | JJC - JUVENILE JUSTICE CAMPUS |
| 600-9980 | CalFresh, CalWorks / FOODSTAMPS | 600-6100 | JUVENILE DISTRICT ATTORNEY |
| 600-3141 | DISTRICT ATTORNEY/identity theft | 600-6155 | JUVENILE PUBLIC DEFENDER |
| 600-1705 | DOMESTIC VIOLENCE (on Fine Ave.) | 600-1840 | LABOR RELATIONS - DISCRIMINATION |
| 600-8683 | ELECTIONS OFFICE | 600-2227 | LAW LIBRARY |
| 600-7838 | EMERGENCY MEDICAL SERVICES | 600-3184 | LIBRARY (CENTRAL) |
| 600-4109 | ENGINEER - ROADS/BRIDGES | 600-6213 | LIBRARY - REFERENCE |

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COUNTY OF FRESNO OPERATOR PHONE LIST

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|--------------|---|--------------|---------------------------------------|
| 600-3217 | LIBRARY - TALKING BOOK (BLIND) | 457-1900 | CIVIL COURT |
| 600-4099 | MENTAL HEALTH - BEHAV HLTH | 457-1801 | CRIMINAL FELONY |
| 600-3004 | PARKS - PUBLIC WORKS | 457-1802 | CRIMINAL MISDEMEANOR |
| 600-3600 | PAYROLL - AC/TTC | 457-2100 | DIVORCE/family law |
| 600-7180 | PHF-CRESTWOOD MENTAL HEALTH FAC | 457-2108 | FAMILY COURT SERVICES |
| 600-6040 | PROBATION-ADULT & Offender Work Prog | 457-1600 | JURY DUTY - COURTS MGR 457-1605 |
| 600-3996 | PROBATION - JUVENILE | 457-4810 | JUVENILE DELINQUENCY COURT |
| 600-2115 | PUBLIC ADMINISTRATOR | 457-2100 | MEDIATION - COURTS |
| 600-3546 | PUBLIC DEFENDER- ADULT | 457-1888 | PROBATE COURT EXAMINER |
| 600-1500 | PUBLIC GUARDIAN - BEHAV HLTH | 457-0681 | RETIREMENT |
| 600-4078 | PUBLIC WORKS & PLANNING | 457-1900 | SMALL CLAIMS - EVICTIONS |
| 600-4259 | PW RESOURCES GARBAGE / WATER | 457-4902 | SUPERIOR COURT - CALENDAR |
| 600-3509 | REAL PROPERTY/assessor | 457-1820 | SUPERIOR COURT - CRIMINAL |
| 600-3471 | RECORDER - Property Info / Deeds | 457-4910 | SUPERIOR COURT - INTERPRETER |
| 600-1850 | RISK MANAGEMENT | 457-2000 | SUPERIOR COURT & ACTION CENTER |
| 600-4240 | ROADS / FALLEN TREES | 457-1700 | SUPERIOR COURT- TRAFFIC |
| 600-3815 | RRD - REVENUE REIMBURSEMENT Dept | 457-4903 | SUPI CT ARCHIVES - DIVORCE PAPER |
| 600-1722 | SECURITY or 24 hr # 452-7102 | 263-1000 | EOC / WINDOWS economic opp commission |
| 600-6785 | SECURITY - GSA-PARKING | 241-7515 | COOPERATIVE EXTENSION OFFICE |
| 600-6767 | SENIOR RESOURCE CENTER | 237-2961 | CENTRO LA FAMILIA or 877-294-3772 |
| 600-8230 | SHERIFF CIVIL - FEES & FINES | 265-3010 | SUPERINTENDENT OF SCHOOLS |
| 600-3111 | SHERIFF DISPATCH | 800 491-5170 | VINE Victim Notification Services |
| 600-8400 | SHERIFF INFORMATION | 443-8400 | HOUSING AUTHORITY |
| 888 373-7011 | SHERIFF INMATE INFO Ph: 600-8600 | 621-7433 | HANDY RIDE |
| 600-3482 | PROPERTY TAX COLLECTOR | | |
| 600-4271 | TOURISM & FILM COMMISSION | | |
| 600-3282 | TRANS AUTHORITY | | |
| 600-3357 | VECTOR CONTROL | | |
| 600-5436 | VETERANS SERVICES - DSS | | |
| 600-3310 | VITAL STATISTICS (newborn up to 1 yr) | | |
| 600-2822 | VICTIMS OF VIOLENT CRIMES | | |
| 600-5045 | WELFARE FRAUD | | |
| 600-4550 | Bees CHP--262-0400 Abandoned Vehicles CWP--600-8515 | | |

EXHIBIT B

CONTRACTOR SERVICE RATES

| Description | Est. Hours | Hourly Rate |
|--|-------------------|--------------------|
| COF Phone Operator Administration: Years 1-3 | 7,047 | \$ 29.00 |
| COF Phone Operator Administration: Years 4 | 2,358 | \$ 30.00 |
| COF Phone Operator Administration: Years 5 | 2,349 | \$ 31.00 |
| COF Disability Equity/Covid Information Line Administration: Years 1-3 | 7,740 | \$ 29.00 |
| COF Disability Equity Line/Covid Information Administration: Year 4 | 2,580 | \$ 30.00 |
| COF Disability Equity Line/Covid Information Administration: Years 5 | 2,580 | \$ 31.00 |
| COF COVID-19 Contact tracing and outbreak mitigation: January 1st, 2022 – June 30th, 2022 | 2,080 | \$ 30.50 |
| Additional Services (Years 1-3) | 360 | \$29.00 |
| Additional Services (Year 4) | 120 | \$30.00 |
| Additional Services (Years 1-3) | 120 | \$31.00 |

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1 **EXHIBIT C**

2 DATA SECURITY

3 **A. Definitions.**

4 Capitalized terms used in this Exhibit C have the meanings set forth in this section A.

5 **“Authorized Employees”** means CONTRACTOR’s employees who have access to Personal
6 Information.

7 **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of
8 CONTRACTOR’s subcontractors, representatives, agents, outsourcers, and consultants, and
9 providers of professional services to CONTRACTOR, who have access to Personal Information
10 and are bound by law or in writing by confidentiality obligations sufficient to protect Personal
Information in accordance with the terms of this Exhibit C.

11 **“Director”** means COUNTY’s Director of Internal Services-Chief Information Officer or his or her
12 designee.

13 **“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or
14 otherwise provide access to or communicate all or any part of any Personal Information orally, in
writing, or by electronic or any other means to any person.

15 **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or
16 association.

17 **“Personal Information”** means any and all information, including any data, provided, or to which
18 access is provided, to CONTRACTOR by or upon the authorization of COUNTY, under this
Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is
19 associated with, or is capable of being used to identify, describe, or relate to, or associate with, a
20 person (including, without limitation, names, physical descriptions, signatures, addresses,
telephone numbers, e-mail addresses, education, financial matters, employment history, and other
21 unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is
capable of being used to authenticate a person (including, without limitation, employee
22 identification numbers, government-issued identification numbers, passwords or personal
identification numbers (PINs), financial account numbers, credit report information, answers to
23 security questions, and other personal identifiers); or is personal information within the meaning of
California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal
24 Information does not include publicly available information that is lawfully made available to the
25 general public from federal, state, or local government records.

26 **“Privacy Practices Complaint”** means a complaint received by COUNTY relating to
27 CONTRACTOR’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach.
28

1 Such complaint shall have sufficient detail to enable CONTRACTOR to promptly investigate and
2 take remedial action under this Exhibit C.

3 **“Security Safeguards”** means physical, technical, administrative or organizational security
4 procedures and practices put in place by CONTRACTOR (or any Authorized Persons) that relate
5 to the protection of the security, confidentiality, value, or integrity of Personal Information. Security
6 Safeguards shall satisfy the minimal requirements set forth in subsection C.(5) of this Exhibit C.

7 **“Security Breach”** means (i) any act or omission that compromises either the security,
8 confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any
9 unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of
10 or damage to, any Personal Information.

11 **“Use”** or any derivative thereof means to receive, acquire, collect, apply, manipulate, employ,
12 process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

13 **B. Standard of Care.**

14 (1) CONTRACTOR acknowledges that, in the course of its engagement by COUNTY under this
15 Agreement, CONTRACTOR, or any Authorized Persons, may Use Personal Information only as
16 permitted in this Agreement.

17 (2) CONTRACTOR acknowledges that Personal Information is deemed to be confidential
18 information of, or owned by, COUNTY (or persons from whom COUNTY receives or has received
19 Personal Information) and is not confidential information of, or owned or by, CONTRACTOR, or
20 any Authorized Persons. CONTRACTOR further acknowledges that all right, title, and interest in or
21 to the Personal Information remains in COUNTY (or persons from whom COUNTY receives or has
22 received Personal Information) regardless of CONTRACTOR’s, or any Authorized Person’s, Use of
23 that Personal Information.

24 (3) CONTRACTOR agrees and covenants in favor of COUNTY that CONTRACTOR shall: (i) keep
25 and maintain all Personal Information in strict confidence, using such degree of care under this
26 Subsection B as is reasonable and appropriate to avoid a Security Breach; (ii) Use Personal
27 Information exclusively for the purposes for which the Personal Information is made accessible to
28 CONTRACTOR pursuant to the terms of this Exhibit C; (iii) not Use, Disclose, sell, rent, license, or
otherwise make available Personal Information for CONTRACTOR’s own purposes or for the
benefit of anyone other than COUNTY, without COUNTY’s express prior written consent, which the
COUNTY may give or withhold in its sole and absolute discretion; and (iv) not, directly or indirectly,
Disclose Personal Information to any person (an “Unauthorized Third Party”) other than Authorized
Persons pursuant to this Agreement, without the Director’s and the Recorder’s express prior
written consent.

Notwithstanding the foregoing paragraph, in any case in which CONTRACTOR believes it, or any
Authorized Person, is required to disclose Personal Information to government regulatory
authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law,

1 CONTRACTOR shall (a) immediately notify COUNTY of the specific demand for, and legal
2 authority for the disclosure, including providing County with a copy of any notice, discovery
3 demand, subpoena, or order, as applicable, received by CONTRACTOR, or any Authorized
4 Person, from any government regulatory authorities, or in relation to any legal proceeding, and (b)
5 promptly notify COUNTY before such Personal Information is offered by CONTRACTOR for such
6 disclosure so that COUNTY may have sufficient time to obtain a court order or take any other
7 action COUNTY may deem necessary to protect the Personal Information from such disclosure,
8 and CONTRACTOR shall cooperate with COUNTY to minimize the scope of such disclosure of
9 such Personal Information.

7 **C. Information Security.**

8 (1) CONTRACTOR covenants, represents and warrants to COUNTY that CONTRACTOR's Use of
9 Personal Information under this Agreement does and shall at all times comply with all applicable
10 federal, state, and local, privacy and data protection laws, as well as all other applicable
11 regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title
12 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California
13 Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If CONTRACTOR Uses
14 credit, debit or other payment cardholder information, CONTRACTOR shall at all times remain in
15 compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements,
16 including remaining aware at all times of changes to the PCI DSS and promptly implementing and
17 maintaining all procedures and practices as may be necessary to remain in compliance with the
18 PCI DSS, in each case, at CONTRACTOR's sole cost and expense.

16 (2) CONTRACTOR covenants, represents and warrants to COUNTY that, as of the Effective Date,
17 CONTRACTOR has not received notice of any violation of any privacy or data protection laws, as
18 well as any other applicable regulations or directives, and is not the subject of any pending legal
19 action or investigation by, any government regulatory authority regarding same.

19 (3) Without limiting CONTRACTOR's obligations under subsection C.(1) of this Exhibit C,
20 CONTRACTOR's (or Authorized Person's) Security Safeguards shall be no less rigorous than
21 accepted industry practices and, at a minimum, include the following: (i) limiting Use of Personal
22 Information strictly to CONTRACTOR's and Authorized Persons' technical and administrative
23 personnel who are necessary for the CONTRACTOR's, or Authorized Persons', Use of the
24 Personal Information pursuant to this Agreement; (ii) ensuring that all of CONTRACTOR's
25 connectivity to County computing systems will only be through COUNTY's security gateways and
26 firewalls, and only through security procedures approved upon the express prior written consent of
27 the Director; (iii) to the extent that they contain or provide access to Personal Information, (a)
28 securing business facilities, data centers, paper files, servers, back-up systems and computing
equipment, operating systems, and software applications, including, but not limited to, all mobile
devices and other equipment, operating systems, and software applications with information
storage capability; (b) employing adequate controls and data security measures, both internally
and externally, to protect (1) the Personal Information from potential loss or misappropriation, or
unauthorized Use, and (2) the COUNTY's operations from disruption and abuse; (c) having and

1 maintaining network, device application, database and platform security; (d) maintaining
2 authentication and access controls within media, computing equipment, operating systems, and
3 software applications; and (e) installing and maintaining in all mobile, wireless, or handheld
4 devices a secure internet connection, having continuously updated anti-virus software protection
5 and a remote wipe feature always enabled, all of which is subject to express prior written consent
6 of the Director; (iv) encrypting all Personal Information at advance encryption standards of
7 Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices,
8 including but not limited to hard disks, portable storage devices, or remote installation, or (b)
9 transmitted over public or wireless networks (the encrypted Personal Information must be subject
10 to password or pass phrase, and be stored on a secure server and transferred by means of a
11 Virtual Private Network (VPN) connection, or another type of secure connection, all of which is
12 subject to express prior written consent of the Director); (v) strictly segregating Personal
13 Information from all other information of CONTRACTOR, including any Authorized Person, or
14 anyone with whom CONTRACTOR or any Authorized Person deals so that Personal Information is
15 not commingled with any other types of information; (vi) having a patch management process
16 including installation of all operating system/software vendor security patches; (vii) maintaining
17 appropriate personnel security and integrity procedures and practices, including, but not limited to,
18 conducting background checks of Authorized Employees consistent with applicable law; and (viii)
19 providing appropriate privacy and information security training to Authorized Employees.

14 (4) During the term of each Authorized Employee's employment by CONTRACTOR,
15 CONTRACTOR shall cause such Authorized Employees to abide strictly by CONTRACTOR's
16 obligations under this Exhibit C. CONTRACTOR further agrees that it shall maintain a disciplinary
17 process to address any unauthorized Use of Personal Information by any Authorized Employees.

17 (5) CONTRACTOR shall, in a secure manner, backup daily, or more frequently if it is
18 CONTRACTOR's practice to do so more frequently, Personal Information received from COUNTY,
19 and the COUNTY shall have immediate, real time access, at all times, to such backups via a
20 secure, remote access connection provided by CONTRACTOR, through the Internet.

20 (6) CONTRACTOR shall provide COUNTY with the name and contact information for each
21 Authorized Employee (including such Authorized Employee's work shift, and at least one alternate
22 Authorized Employee for each Authorized Employee during such work shift) who shall serve as
23 COUNTY's primary security contact with CONTRACTOR and shall be available to assist COUNTY
24 twenty-four (24) hours per day, seven (7) days per week as a contact in resolving
25 CONTRACTOR's and any Authorized Persons' obligations associated with a Security Breach or a
26 Privacy Practices Complaint.

25 **D. Security Breach Procedures.**

26 (1) Immediately upon CONTRACTOR's awareness or reasonable belief of a Security Breach,
27 CONTRACTOR shall (a) notify the Director of the Security Breach, such notice to be given first by
28 telephone at the following telephone number, followed promptly by email at the following email
address: (559) 600-6200 / ematthews@fresnocountyca.gov (which telephone number and email

1 address COUNTY may update by providing notice to CONTRACTOR), and (b) preserve all
2 relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence)
3 relating to the Security Breach. The notification shall include, to the extent reasonably possible,
4 the identification of each type and the extent of Personal Information that has been, or is
5 reasonably believed to have been, breached, including but not limited to, compromised, or
6 subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption,
7 or damage.

8 (2) Immediately following CONTRACTOR's notification to COUNTY of a Security Breach, as
9 provided pursuant to subsection D.(1) of this Exhibit C, the Parties shall coordinate with each
10 other to investigate the Security Breach. CONTRACTOR agrees to fully cooperate with COUNTY,
11 including, without limitation: (i) assisting COUNTY in conducting any investigation; (ii) providing
12 COUNTY with physical access to the facilities and operations affected; (iii) facilitating interviews
13 with Authorized Persons and any of CONTRACTOR's other employees knowledgeable of the
14 matter; and (iv) making available all relevant records, logs, files, data reporting and other
15 materials required to comply with applicable law, regulation, industry standards, or as otherwise
16 reasonably required by COUNTY. To that end, CONTRACTOR shall, with respect to a Security
17 Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or
18 deemed reasonably necessary by COUNTY, and CONTRACTOR shall provide a written report of
19 the investigation and reporting required to the Director within thirty (30) days after the
20 CONTRACTOR's discovery of the Security Breach.

21 (3) County shall promptly notify CONTRACTOR of the Director's knowledge, or reasonable
22 belief, of any Privacy Practices Complaint, and upon CONTRACTOR's receipt of notification
23 thereof, CONTRACTOR shall promptly address such Privacy Practices Complaint, including
24 taking any corrective action under this Exhibit C, all at CONTRACTOR's sole expense, in
25 accordance with applicable privacy rights, laws, regulations and standards. In the event
26 CONTRACTOR discovers a Security Breach, CONTRACTOR shall treat the Privacy Practices
27 Complaint as a Security Breach. Within twenty-four (24) hours of CONTRACTOR's receipt of
28 notification of such Privacy Practices Complaint, CONTRACTOR shall notify COUNTY whether
the matter is a Security Breach, or otherwise has been corrected and the manner of correction,
or determined not to require corrective action and the reason therefor.

(4) CONTRACTOR shall take prompt corrective action to respond to and remedy any Security
Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of
the Security Breach and correcting any deficiency in Security Safeguards as a result of such
incident, all at CONTRACTOR's sole expense, in accordance with applicable privacy rights,
laws, regulations and standards. CONTRACTOR shall reimburse COUNTY for all reasonable
costs incurred by COUNTY in responding to, and mitigating damages caused by, any Security
Breach, including all costs of COUNTY incurred relation to any litigation or other action described
subsection D.(5) of this Exhibit C.

1 (5) CONTRACTOR agrees to cooperate, at its sole expense, with COUNTY in any litigation or
2 other action to protect COUNTY's rights relating to Personal Information, including the rights of
3 persons from whom COUNTY receives Personal Information.

4 **E. Oversight of Security Compliance.**

5 (1) CONTRACTOR shall have and maintain a written information security policy that specifies
6 Security Safeguards appropriate to the size and complexity of CONTRACTOR's operations and
7 the nature and scope of its activities.

8 (2) Upon COUNTY's written request, to confirm CONTRACTOR's compliance with this Exhibit C,
9 as well as any applicable laws, regulations and industry standards, CONTRACTOR grants
10 COUNTY or, upon COUNTY's election, a third party on COUNTY's behalf, permission to perform
11 an assessment, audit, examination or review of all controls in CONTRACTOR's physical and
12 technical environment in relation to all Personal Information that is Used by CONTRACTOR
13 pursuant to this Agreement. CONTRACTOR shall fully cooperate with such assessment, audit or
14 examination, as applicable, by providing COUNTY or the third party on COUNTY's behalf,
15 access to all Authorized Employees and other knowledgeable personnel, physical premises,
16 documentation, infrastructure and application software that is Used by CONTRACTOR for
17 Personal Information pursuant to this Agreement. In addition, CONTRACTOR shall provide
18 COUNTY with the results of any audit by or on behalf of CONTRACTOR that assesses the
19 effectiveness of CONTRACTOR's information security program as relevant to the security and
20 confidentiality of Personal Information Used by CONTRACTOR or Authorized Persons during the
21 course of this Agreement under this Exhibit C.

22 (3) CONTRACTOR shall ensure that all Authorized Persons who Use Personal Information
23 agree to the same restrictions and conditions in this Exhibit C. that apply to CONTRACTOR with
24 respect to such Personal Information by incorporating the relevant provisions of these provisions
25 into a valid and binding written agreement between CONTRACTOR and such Authorized
26 Persons, or amending any written agreements to provide same.

27 **F. Return or Destruction of Personal Information.**

28 Upon the termination of this Agreement, CONTRACTOR shall, and shall instruct all Authorized
Persons to, promptly return to COUNTY all Personal Information, whether in written, electronic or
other form or media, in its possession or the possession of such Authorized Persons, in a
machine readable form used by COUNTY at the time of such return, or upon the express prior
written consent of the Recorder and the Director, securely destroy all such Personal Information,
and certify in writing to the COUNTY that such Personal Information have been returned to
COUNTY or disposed of securely, as applicable. If CONTRACTOR is authorized to dispose of
any such Personal Information, as provided in this Exhibit C, such certification shall state the
date, time, and manner (including standard) of disposal and by whom, specifying the title of the
individual. CONTRACTOR shall comply with all reasonable directions provided by the Recorder
and the Director with respect to the return or disposal of Personal Information and copies thereof.

1 If return or disposal of such Personal Information or copies of Personal Information is not
2 feasible, CONTRACTOR shall notify COUNTY according, specifying the reason, and continue to
3 extend the protections of this Exhibit C to all such Personal Information and copies of Personal
4 Information. CONTRACTOR shall not retain any copy of any Personal Information after returning
5 or disposing of Personal Information as required by this section F. CONTRACTOR's obligations
6 under this section F survive the termination of this Agreement and apply to all Personal
7 Information that CONTRACTOR retains if return or disposal is not feasible and to all Personal
8 Information that CONTRACTOR may later discover.

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13 **G. Equitable Relief.**

14 CONTRACTOR acknowledges that any breach of its covenants or obligations set forth in this
15 Exhibit C may cause COUNTY irreparable harm for which monetary damages would not be
16 adequate compensation and agrees that, in the event of such breach or threatened breach,
17 COUNTY is entitled to seek equitable relief, including a restraining order, injunctive relief,
18 specific performance and any other relief that may be available from any court, in addition to any
19 other remedy to which COUNTY may be entitled at law or in equity. Such remedies shall not be
20 deemed to be exclusive but shall be in addition to all other remedies available to COUNTY at law
21 or in equity or under this Agreement.

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26 **H. Indemnification.**

27 CONTRACTOR shall defend, indemnify and hold harmless COUNTY, its officers, employees,
28 and agents, (each, a "COUNTY Indemnitee") from and against any and all infringement of
intellectual property including, but not limited to infringement of copyright, trademark, and trade
dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or
modification of, or any loss or destruction of, or any corruption of or damage to, Personal
Information, Security Breach response and remedy costs, credit monitoring expenses,
forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines
and penalties (including regulatory fines and penalties), costs or expenses of whatever kind,
including attorneys' fees and costs, the cost of enforcing any right to indemnification or defense
under this Exhibit C and the cost of pursuing any insurance providers, arising out of or resulting
from any third party claim or action against any COUNTY Indemnitee in relation to
CONTRACTOR's, its officers, employees, or agents, or any Authorized Employee's or
Authorized Person's, performance or failure to perform under this Exhibit C or arising out of or
resulting from CONTRACTOR's failure to comply with any of its obligations under this section H.
The provisions of this section H do not apply to the acts or omissions of COUNTY. The
provisions of this section H are cumulative to any other obligation of CONTRACTOR to, defend,
indemnify, or hold harmless any COUNTY Indemnity under this Agreement. The provisions of
this section H shall survive the termination of this Agreement.

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32 **I. Survival.**

The respective rights and obligations of CONTRACTOR and COUNTY as stated in this Exhibit C
shall survive the termination of this Agreement.

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J. No Third Party Beneficiary.

Nothing express or implied in the provisions of in this Exhibit C is intended to confer, nor shall anything herein confer, upon any person other than COUNTY or CONTRACTOR and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

L. No County Warranty.

COUNTY does not make any warranty or representation whether any Personal Information in CONTRACTOR's (or any Authorized Person's) possession or control, or Use by CONTRACTOR (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.

1 **EXHIBIT D**

2 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

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

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

10 The definition above will be utilized for purposes of completing this disclosure form.
11

12 **INSTRUCTIONS**

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

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|-------------------|--|--------------|--|
| 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

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|-------------------|--|--------------|--|
| Signature: | | Date: | |
|-------------------|--|--------------|--|