

**AGREEMENT FOR SPECIALIZED LEGAL SERVICES**

THIS AGREEMENT is made and entered into this 17th day of December 2024 by and between the **COUNTY OF FRESNO**, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**," and Chester Walls dba Litigation Engineered, a sole proprietor, hereinafter referred to as "**ATTORNEY**."

**W I T N E S S E T H:**

WHEREAS, COUNTY is responsible for the administration and defense of General Liability, Auto Liability, Employment Law and Medical Malpractice claims against COUNTY employee(s).

WHEREAS, COUNTY needs and wishes to engage appropriate legal counsel, who is skilled and knowledgeable in defense of General Liability claims or other claims that are covered under the County's General Liability and Medical Malpractice Programs, and to advise and represent COUNTY employee(s) in connection with the matters, as provided herein; and

WHEREAS, ATTORNEY states that it is experienced, possesses expertise in such matters, and is willing to perform said services,

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

**SECTION 1**

**ENGAGEMENT OF ATTORNEY**

1.1 COUNTY hereby engages ATTORNEY as an independent contractor, and any associated lawyers, paralegals and support staff (collectively, "Staff"), as ATTORNEY deems necessary, and whom the Director, or his or her designee, of COUNTY's Human Resources Department (the "Director") approves.

1.2 Each claim will be handled by the lawyer(s) of ATTORNEY to whom the assignment is made by the Director unless the Director approves the handling by another (or additional) lawyer(s) of ATTORNEY. ATTORNEY's Staff may assist the

1 handling lawyer(s) of ATTORNEY as deemed necessary.

2 1.3 Any additional instructions relative to the handling of a claim which are not  
3 specified this Agreement will be included in the letter of engagement for each claim or  
4 action assigned to ATTORNEY. Such instructions will be complied with by ATTORNEY  
5 as well as any additional client direction in the management of the claim. The parties  
6 intend for ATTORNEY's services, including any communications exchanged between  
7 COUNTY and ATTORNEY, such as such letter of engagement, to be covered by the  
8 attorney-client privilege of confidential communications (California Evidence Code secs  
9 952 and 954) and the attorney work product doctrine of confidentiality (California Code  
10 of Civil Procedure, secs. 2018.010 through 2018.080).

## 11 **SECTION 2**

### 12 **SCOPE OF SERVICES**

13 2.1 ATTORNEY shall assist, advise, and represent COUNTY, including its  
14 boards, commissions, committees, officers, and employees, in connection with all  
15 matters relative to the administration and defense of the claims and actions assigned by  
16 the Director, as specified by the Director, and per the terms set forth in this Agreement.

17 2.2 ATTORNEY shall perform such other similar legal services as requested  
18 by the Director in connection with the matters related to the administration and defense  
19 of the assigned claims and actions.

## 20 **SECTION 3**

### 21 **PERFORMANCE BY ATTORNEY**

22 3.1 ATTORNEY agrees to avoid unnecessary duplicative efforts by  
23 ATTORNEY, including its lawyers and/or Staff of ATTORNEY in the performance of  
24 services for COUNTY hereunder.

25 3.2 COUNTY shall not be obligated to compensate ATTORNEY for intra-office  
26 conferences between or among lawyers of ATTORNEY, and/or Staff, unless such intra-  
27 office conferences promote efficiency in the performance of ATTORNEY'S work on a  
28 matter, or a reduction in the cost of compensation paid or reimbursement made for

1 related, actual, reasonable and necessary, out-of-pocket expenses to ATTORNEY, or  
2 both.

3 3.3 In the performance of the tasks identified in Section 2 of this Agreement,  
4 ATTORNEY shall provide only those services which are necessary to carry out such  
5 tasks in an efficient and effective manner.

6 3.4 COUNTY shall have the right to approve the retention of all experts,  
7 consultants, investigators, and any other unusual or extraordinary expenditures.

#### 8 **SECTION 4**

#### 9 **COMPENSATION OF ATTORNEY**

10 4.1 COUNTY shall be obligated to compensate ATTORNEY pursuant to the  
11 terms and conditions of this Agreement and for the performance of those tasks  
12 identified in Section 2 of this Agreement, to the reasonable satisfaction of the COUNTY,  
13 that take place during the term of this Agreement. It is understood that COUNTY shall  
14 not be obligated to compensate ATTORNEY for:

15 (a) any work, services, or functions performed by ATTORNEY that do not  
16 arise directly from the performance of tasks identified in Exhibit A of this Agreement;  
17 and

18 (b) providing COUNTY with documentation, explanations, or justifications  
19 concerning the adequacy or accuracy of ATTORNEY's invoices for the performance of  
20 services under this Agreement, and resolving same to the reasonable satisfaction of  
21 COUNTY.

22 4.2 COUNTY agrees to pay, and ATTORNEY agrees to accept as full  
23 compensation for performance of tasks under this Agreement ATTORNEY's reasonable  
24 fees as described in Exhibit A, Schedule of Rates.

25 4.3 ATTORNEY shall be reimbursed for actual, reasonable, and necessary  
26 out-of-pocket expenses, as follows: telephone charges, facsimile charges, computer  
27 research charges, filing fees, postage charges, printing and photographic reproduction  
28 expenses, and all other directly related expenses. It is understood that ATTORNEY

1 shall not be reimbursed for the costs of ATTORNEY's Staff, including secretarial,  
2 clerical, word processing or typist services (including overtime hours worked), that is  
3 "normal office operating expenses," with the exception of those charges and expenses  
4 stated above. In addition, ATTORNEY shall not be reimbursed for such normal office  
5 operating expenses incurred, regardless of who performs such services or incurs such  
6 expenses.

7 4.4 COUNTY will not reimburse ATTORNEY for any travel within the cities of  
8 Fresno or Clovis.

9 4.5 Notwithstanding anything else stated to the contrary in this Agreement, in  
10 no event shall the maximum amount paid by COUNTY to ATTORNEY as  
11 compensation, and as reimbursement of related, actual, reasonable and necessary, out-  
12 of-pocket expenses, exceed one million five hundred thousand dollars (\$1,500,000.00)  
13 annually.

## 14 SECTION 5

### 15 PAYMENT AND RECORD-KEEPING

16 5.1 Subject to Section 4 of this Agreement, payment of compensation for the  
17 services provided and reimbursement for related, actual, reasonable and necessary,  
18 out-of-pocket expenses incurred which are described herein shall be made by COUNTY  
19 after submission of an itemized invoice by ATTORNEY to Human Resources  
20 Department, Risk Management Division. ATTORNEY shall submit such invoices no  
21 later than the twentieth (20<sup>th</sup>) day of the month following the month services are  
22 completed, unless the bill totals less than one hundred dollars (\$100). The file will not  
23 be billed until the total reaches at least one hundred dollars (\$100) or the claim is  
24 closed. All payments by COUNTY will be made within forty-five (45) days after receipt,  
25 verification and approval of ATTORNEY'S invoices by COUNTY's Risk Management.

26 5.2 All such invoices shall have sufficient detail as may be required by the  
27 COUNTY Auditor-Controller/Treasurer-Tax Collector, including, but not limited to:  
28

1           5.2.1 The plaintiff's name, the date of loss, the COUNTY's claim number and  
2 any other identifying information that will indicate the file to which billing is to be  
3 assigned.

4           5.2.2 The specific nature of each task performed as services under this  
5 Agreement;

6           5.2.3 The name of the ATTORNEY or staff member performing each task;

7           5.2.4 The number of hours worked by each such person for each such task;

8           5.2.5 The hourly rate per each such person performing each such task;

9           5.2.6 The related, actual, reasonable and necessary, out-of-pocket expenses  
10 incurred, as provided for in Section 4 of this Agreement;

11           5.2.7 A certification by ATTORNEY that each such invoice is true and accurate  
12 as to the information and specification contained therein;

13           5.3 In addition to the requirements of Section 5.2, each invoice shall set forth  
14 a summary of hours worked by each ATTORNEY and staff member for the applicable  
15 billing period. Each invoice shall set forth the product of such summary of hours worked  
16 by each person multiplied by each such person's billing rate, as set forth in Attachment  
17 A, Schedule of Rates.

18           5.4 In preparing invoices, if requested by COUNTY's Risk Management,  
19 ATTORNEY shall segregate each task performed on a daily basis. If so requested by  
20 COUNTY, ATTORNEY shall not combine unrelated tasks as a single entry in lieu of  
21 setting forth the hours of work performed by an ATTORNEY or staff member on each  
22 specific task.

23           5.5 ATTORNEY shall prepare all invoices in an organized manner that  
24 facilitates an efficient review of the services performed and the expenses incurred in  
25 order to provide COUNTY with a clear and complete picture of how much time was  
26 devoted to specific tasks and projects, and the cost associated therewith.

27           5.6 ATTORNEY shall keep complete records of the services provided, as  
28 described in this Section 5, together with all related actual, reasonable and necessary,

1 out-of-pocket expenses applicable to the work provided under this Agreement. The  
2 County Auditor-Controller/Treasurer-Tax Collector, or his or her duly authorized  
3 representatives, shall be given reasonable access to all of these records for the  
4 purposes of audit of this Agreement. In addition, ATTORNEY shall be subject to the  
5 examination and audit of such records by the State Auditor for a period of three (3)  
6 years after final payment under this Agreement, pursuant to Government Code section  
7 8546.7, as applicable.

8 5.7 Attorney shall provide to COUNTY a W-9, 1099 and CA Form 590 as  
9 appropriate upon execution of the agreement and annually thereafter.

## 10 **SECTION 6**

### 11 **TERM OF AGREEMENT**

12 6.1 This Agreement shall be effective and shall commence January 1, 2025.  
13 This agreement shall continue in full force and effect until December 31, 2028. The  
14 Term of this Agreement may be extended, as to each Contractor, for no more than two,  
15 one-year periods only upon written approval of the Contractor and County at least thirty  
16 (30) days before the first day of the next one-year extension period. The County's  
17 Director is authorized to sign the written approval on behalf of the County based on the  
18 Contractor's satisfactory performance. The extension of this Agreement by the County  
19 is not a waiver or compromise of any default or breach of this Agreement by the  
20 Contractor existing at the time of the extension whether or not known to the County.

21 6.2 ATTORNEY may terminate this Agreement for material breach after giving  
22 COUNTY written notice and 10 days to correct the breach. However, COUNTY's rights  
23 under any pending matter which may arise from ATTORNEY's service hereunder shall  
24 not be prejudiced due to such termination, as required by the Rules of Professional  
25 Conduct of the State Bar of California. Subject to Section 4 of this Agreement,  
26 ATTORNEY shall be paid for all services performed to the reasonable satisfaction of the  
27 COUNTY, to the date of termination of this Agreement.

## 28 **SECTION 7**

1 **INDEPENDENT CONTRACTOR**

2 7.1 In performance of the work, duties, and obligations assumed by  
3 ATTORNEY under this Agreement, it is mutually understood and agreed that  
4 ATTORNEY, including any and all of ATTORNEY's officers, agents, and employees, will  
5 at all times be acting and performing as an independent contractor, and shall act in an  
6 independent capacity and not as an officer, agent, servant, employee, joint venturer,  
7 partner, or associate of COUNTY. However, COUNTY shall retain the right to  
8 administer this Agreement to verify that ATTORNEY is performing its obligations in  
9 accordance with the terms and conditions thereof. ATTORNEY and COUNTY shall  
10 comply with all applicable provisions of law and the rules and regulations, if any, of  
11 governmental authorities having jurisdiction over the subject matter thereof.

12 7.2 Because of its status as an independent contractor, ATTORNEY, including  
13 any and all of ATTORNEY's officers, agents, and employees, shall have absolutely no  
14 right to employment rights and benefits available to COUNTY employees. ATTORNEY  
15 shall be solely liable and responsible for providing to, or on behalf of, its employees all  
16 legally required employee benefits. In addition, ATTORNEY shall be solely responsible  
17 and hold COUNTY harmless from all matters related to payment of ATTORNEY's  
18 employees, including compliance with social security, withholding, and all other  
19 regulations governing such matters. It is acknowledged that during the term of this  
20 Agreement, ATTORNEY may be providing services to others unrelated to the COUNTY  
21 or to this Agreement.

22 **SECTION 8**

23 **HOLD HARMLESS**

24 8.1 Each Contractor shall indemnify and hold harmless and defend the County  
25 (including its officers, agents, employees, including further the County's Director and the  
26 County's Representative, and volunteers) against all claims, demands, injuries,  
27 damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
28 liabilities of any kind to the County, the Contractor, any other Contractors, or any third  
party that arise from or relate to any actual or alleged negligent or wrongful acts, errors

1 or omissions of the Contractor (or any of its officers, agents, subcontractors, employees,  
2 or volunteers), including the performance, or failure to perform, by Contractor (or any of  
3 its officers, agents, subcontractors, employees, or volunteers), under this Agreement.

4 The County may conduct or participate in its own defense without affecting the  
5 Contractor's obligation to indemnify and hold harmless or defend the County.

6 8.2 This Section 8 survives the termination of this Agreement.

7 **SECTION 9**  
8 **INSURANCE**

9 Without limiting the COUNTY's right to obtain indemnification from ATTORNEY  
10 or any third parties, ATTORNEY, at its sole expense, shall maintain in full force and  
11 effect, the following insurance policies or a program of self-insurance.

12 9.1 **Professional Liability**

13 ATTORNEY shall maintain Professional Liability Insurance with limits of  
14 not less than one million dollars (\$1,000,000.00) per occurrence and three million  
15 dollars (\$3,000,000.00) annual aggregate. ATTORNEY shall provide COUNTY with  
16 written evidence of such coverage. This coverage may be issued on a per claim basis.  
17 If so, ATTORNEY agrees that it shall maintain, at its sole expense, so-called "tail  
18 coverage" in full force and effect for a period of three (3) years following the termination  
19 of this Agreement, which shall be one or more policies of professional liability insurance  
20 with limits of coverage as specified herein.

21 9.2 **Automobile Liability**

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

25 9.3 **Commercial General Liability**

26 ATTORNEY shall maintain Commercial General Liability Insurance with  
27 limits of not less than two million dollars (\$2,000,000.00) per occurrence and an annual  
28 aggregate of four million dollars (\$4,000,000.00). This policy shall be issued on a per-  
occurrence basis. COUNTY may require specific coverage including completed



1 operations, product liability, contractual liability, explosion-collapse-underground liability,  
2 fire legal liability, or any other liability insurance deemed necessary because of the  
3 nature of the contract.

4 9.4 Workers' Compensation

5 ATTORNEY shall maintain a policy of Workers' Compensation insurance  
6 as may be required by the California Labor Code.

7  
8 **SECTION 10**

9 **ADDITIONAL INSURANCE TERMS**

10 10.1 ATTORNEY shall obtain endorsements to the Commercial General  
11 Liability insurance naming the County of Fresno, its officers, agents, and employees,  
12 individually and collectively, as additional insured, but only insofar as the operations  
13 under this Agreement are concerned. Such coverage for additional insured shall apply  
14 as primary insurance and any other insurance, or self-insurance, maintained by County,  
15 its officers, agents and employees shall be excess only and not contributing with  
16 insurance provided under ATTORNEY's policies herein. This insurance shall not be  
17 cancelled or changed without a minimum of thirty (30) days advance written notice  
18 given to COUNTY.

19 10.2 ATTORNEY hereby waives its right to recover from COUNTY, its officers,  
20 agents, and employees any amounts paid by the policy of worker's compensation  
21 insurance required by this Agreement. ATTORNEY is solely responsible to obtain any  
22 endorsement to such policy that may be necessary to accomplish such waiver of  
23 subrogation, but ATTORNEY's waiver of subrogation under this paragraph is effective  
24 whether or not ATTORNEY obtains such an endorsement.

25 10.3 Within thirty (30) days from the date ATTORNEY executes this  
26 Agreement, ATTORNEY shall provide certificates of insurance and endorsement as  
27 stated above for all of the foregoing policies, as required in Section 9 herein, to  
28 COUNTY, Human Resources Department, Risk Management Division, stating that such

1 insurance coverage has been obtained and is in full force and effect; that the County of  
2 Fresno, its officers, agents and employees will not be responsible for any premiums on  
3 the policies; that for such worker's compensation insurance the ATTORNEY has waived  
4 its right to recover from the COUNTY, its officers, gents, and employees any amounts  
5 paid under the insurance policy and that waiver does not invalidate the insurance policy;  
6 that such Commercial General Liability insurance names the COUNTY, its officers,  
7 agents and employees, individually and collectively, as additional insured, but only  
8 insofar as the operations under this Agreement are concerned; that such coverage for  
9 additional insured shall apply as primary insurance and any other insurance, or self-  
10 insurance, maintained by COUNTY, its officers, agents and employees, shall be excess  
11 only and not contributing with insurance provided under ATTORNEY's policies herein;  
12 and that this insurance shall not be cancelled or changed without a minimum of thirty  
13 (30) days advance, written notice given to COUNTY.

14 10.3 In the event ATTORNEY fails to keep in effect at all times insurance  
15 coverage as herein provided, the COUNTY may, in addition to other remedies it may  
16 have, suspend or terminate this Agreement upon the occurrence of such event.

17 10.4 All policies shall be with admitted insurers licensed to do business in the  
18 State of California. Insurance purchased shall be purchased from companies  
19 possessing a current A.M. Best, Inc. rating of A, FSC VII or better.

## 20 **SECTION 11**

### 21 **AGREEMENT BINDING ON SUCCESSORS**

22 11.1 This Agreement shall be binding upon COUNTY and ATTORNEY and  
23 their successors, executors, administrators, legal representatives, and assigns with  
24 respect to all the covenants and conditions set forth herein.

## 25 **SECTION 12**

### 26 **ASSIGNMENT AND SUBCONTRACTING**

27 12.1 Neither party hereto shall assign, transfer, or sub-contract neither this  
28 Agreement nor its rights nor duties hereunder without the written consent of the other.

1 County Risk Manager, or his or her designee, may give such consent on behalf of the  
2 COUNTY, provided however, the assignee, transferee or sub-contractor shall carry  
3 insurance of a type and in an amount that is acceptable to COUNTY's Risk Manager, or  
4 his or her designee.

5 **SECTION 13**

6 **AMENDMENTS**

7 13.1 This Agreement may be amended only in writing signed by the Parties  
8 hereto.

9 **SECTION 14**

10 **CONFLICT OF INTEREST**

11 14.1 ATTORNEY promises, covenants, and warrants that the performance of  
12 their services and representation of COUNTY under this Agreement do not result in a  
13 "conflict of interest" as that term is used in the Rules of Professional Conduct of the  
14 State Bar of California. In the event a "conflict of interest" occurs, ATTORNEY will  
15 request that COUNTY waive such "conflict of interest" on a case-by-case basis. If the  
16 COUNTY does not waive the conflict, ATTORNEY must resolve the conflicting issue in  
17 the favor of COUNTY.

18 **SECTION 15**

19 **FURTHER ASSURANCES BY ATTORNEYS**

20 15.1 ATTORNEY represents that it has read and is familiar with Government  
21 Code Section 1090 *et seq.* and Section 87100 *et seq.* ATTORNEY promises,  
22 covenants, and warrants that the performance of its services under this Agreement shall  
23 not result in or cause a violation of Government Code Section 1090 *et seq.* and Section  
24 87100 *et seq.*

25 **SECTION 16**

26 **COMPLIANCE WITH LAWS**

1           16.1 ATTORNEY shall comply with all federal, state, and local laws and  
2 regulations applicable to the performance of its obligations under this Agreement and  
3 maintain all licenses as required in the performance of its duties.

4   **SECTION 17**

5   **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

6           17.1 ATTORNEY shall comply with all provisions of Exhibit B of this  
7 Agreement, titled "Health Insurance and Accountability Act (HIPAA)."

8   **SECTION 18**

9   **GOVERNING LAW**

10          18.1 The rights and obligations of the parties and all interpretations and  
11 performance of this Agreement shall be governed in all respects by the laws of the State  
12 of California.

13          18.2 Venue for any action arising out of or related to this Agreement shall only  
14 be in Fresno County, California.

15   **SECTION 19**

16   **DISCLOSURE OF SELF-DEALING TRANSACTIONS**

17          19.1 This provision is only applicable if the ATTORNEY is operating as a  
18 corporation (a for-profit or non-profit corporation) or if, during the term of the agreement,  
19 the ATTORNEY changes its status to operate as a corporation.

20          19.2 Members of the ATTORNEY'S Board of Directors shall disclose any self-  
21 dealing transactions that they are a party to while ATTORNEY is providing goods or  
22 performing services under this agreement. A self-dealing transaction shall mean a  
23 transaction to which the ATTORNEY is a party and in which one or more of its directors  
24 has a material financial interest. Members of the Board of Directors shall disclose any  
25 self-dealing transactions that they are a party to by completing and signing a Self-  
26 Dealing Transaction Disclosure Form, attached hereto as Exhibit C and incorporated  
27 herein by reference, and submitting it to the COUNTY prior to commencing with the self-  
28 dealing transaction or immediately thereafter.

1 **SECTION 20**

2 **NOTICES**

3 20.1 The persons and their addresses having authority to give and receive  
4 notices under this Agreement include the following:

5 **COUNTY**

5 **ATTORNEY**

6 County of Fresno  
7 ATTN: Hollis Magill  
8 Director of Human Resources  
9 2220 Tulare Street, 16th Floor  
Fresno, CA 93721

Litigation Engineered  
ATTN: Chester Walls  
1300 E. Shaw Ave, Suite 125  
Fresno, CA 93710

10 20.2 All notices between the COUNTY and ATTORNEY provided for or  
11 permitted under this Agreement must be in writing and delivered either by person  
12 service, by first-class United States mail, by an overnight commercial courier service, or  
13 by telephonic facsimile transmission. A notice delivered by personal service is effective  
14 upon service to the recipient. A notice delivered by first-class United States mail is  
15 effective three COUNTY business days after deposit in the United States mail, postage  
16 prepaid, addressed to the recipient. A notice delivered by an overnight commercial  
17 courier service is effective one COUNTY business day after deposit with the overnight  
18 commercial courier service, delivery fees prepaid, with delivery instructions given for  
19 next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile  
20 is effective when transmission to the recipient is completed (but, if such transmission is  
21 completed outside of COUNTY business hours, then such delivery shall be deemed to  
22 be effective at the next beginning of a COUNTY business day), provided that the sender  
23 maintains a machine record of the completed transmission. For all claims arising out of  
24 or related this this Agreement, nothing in this section establishes, waives, or modifies  
25 any claims presentation requirements or procedures provided by law, including but not  
26 limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,  
27 beginning with section 810).

28 **SECTION 21**

1 **ELECTRONIC SIGNATURE**

2 21.1 The parties agree that this Agreement may be executed by electronic  
3 signature as provided in this section. An “electronic signature” means any symbol or  
4 process intended by an individual signing this Agreement to represent their signature,  
5 including but not limited to (1) a digital signature; (2) a faxed version of an original  
6 handwritten signature; or (3) an electronically scanned and transmitted (for example by  
7 PDF document) of a handwritten signature. Each electronic signature affixed or  
8 attached to this Agreement (1) is deemed equivalent to a valid original handwritten  
9 signature of the person signing this Agreement for all purposes, including but not limited  
10 to evidentiary proof in any administrative or judicial proceeding, and (2) has the same  
11 force and effect as the valid original handwritten signature of that person. The  
12 provisions of this section satisfy the requirements of Civil Code section 1633.5,  
13 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2,  
14 Title 2.5, beginning with section 1633.1). Each party using a digital signature  
15 represents that it has undertaken and satisfied the requirements of Government Code  
16 section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other  
17 party may rely upon that representation. This Agreement is not conditioned upon the  
18 parties conducting the transactions under it by electronic means and either party may  
19 sign this Agreement with an original handwritten signature.

20 **SECTION 22**

21 **ENTIRE AGREEMENT**

22 22.1 This Agreement, and any and all documents referred to or otherwise  
23 incorporated by reference herein, constitutes the entire Agreement between COUNTY  
24 and ATTORNEY with respect to the specialized legal services to be provided herein and  
25 supersedes any previous Agreement concerning the subject matter hereof,  
26 negotiations, proposals, commitments, writings, or understandings of any nature  
27 whatsoever unless expressly included in this Agreement.

1           22.2 If any part of this Agreement is found violative of any law or is found to be  
2 otherwise legally defective, ATTORNEY and COUNTY shall use their best efforts to  
3 replace that part of this Agreement with legal terms and conditions most readily  
4 approximating the original intent of the parties.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

ATTORNEY:



(Authorized Signature)

Chester E. Walls, sole proprietor

Print Name & Title

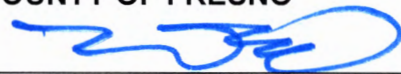
1300 E. Shaw Ave., Suite 125

Mailing Address

Fresno, CA 93710

City, State, ZIP

COUNTY OF FRESNO



Nathan Magsig, 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

By:



Deputy

FOR ACCOUNTING USE ONLY:

ORG No.: 89250100

Account No.: 7100

Fund: 1060

Subclass: 10000

Requisition No.: 8922500148



**EXHIBIT A**  
**Compensation**

County shall compensate Attorney as follows:

Other Services

Attorney Rate- Chester Walls	\$235/hour
Attorney Rate	\$195/hour
Paralegal	\$135/hour
Law Clerk	\$125/hour

Necessary travel time charged at one-half of applicable hourly rate, however no travel within the Cities of Fresno or Clovis shall be charged to or payable by COUNTY.

Costs and Expenses

Extraordinary postage or overnight delivery when expedited delivery is reasonably necessary	Actual Cost
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Reasonably necessary costs incurred for the following:	Actual Cost
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- Court filing fees
- Courtcall expenses
- Attorney services (includes service of process fees, arbitrators, and mediators)
- Messenger services
- Westlaw research outside of our prepaid service fee
- Fed-ex, On-Trac Overnight, or other one-day delivery services
- Reasonable travel expenses and parking fees for court appearances, depositions, arbitrations, mediations, and other necessary appointments
- Any other expenses not listed above that becomes necessary for the successful resolution of a particular litigation matter, as pre-approved in writing by the Department of Human Resources, Risk Management.

**EXHIBIT B**

**Health Insurance Portability and Accountability Act (HIPAA)**

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2  
3 1. The County is a “Covered Entity,” and the Contractor is a “Business  
4 Associate,” as these terms are defined by 45 CFR 160.103. In connection with providing  
5 services under the Agreement, the parties anticipate that the Contractor will create  
6 and/or receive Protected Health Information (“PHI”) from or on behalf of the County. The  
7 parties enter into this Business Associate Agreement (BAA) to comply with the Business  
8 Associate requirements of HIPAA, to govern the use and disclosures of PHI under this  
9 Agreement. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and  
10 Enforcement Rules at 45 CFR Parts 160 and 164.

11 The parties to this Agreement shall be in strict conformance with all applicable  
12 federal and State of California laws and regulations, including, but not limited to  
13 California Welfare and Institutions Code sections 5328, 10850, and 14100.2 et seq.;  
14 42 CFR 2; 42 CFR 431; California Civil Code section 56 et seq.; the Health  
15 Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”),  
16 including, but not limited to, 45 CFR Parts 160, 45 CFR 162, and 45 CFR 164; the  
17 Health Information Technology for Economic and Clinical Health Act (“HITECH”)  
18 regarding the confidentiality and security of patient information, including, but not  
19 limited to 42 USC 17901 et seq.; and the Genetic Information Nondiscrimination Act  
20 (“GINA”) of 2008 regarding the confidentiality of genetic information.

21 Except as otherwise provided in this Agreement, the Contractor, as a business  
22 associate of the County, may use or disclose Protected Health Information (“PHI”) to  
23 perform functions, activities or services for or on behalf of the County, as specified in  
24 this Agreement, provided that such use or disclosure shall not violate HIPAA Rules. The  
25 uses and disclosures of PHI may not be more expansive than those applicable to the  
26 County, as the “Covered Entity” under the HIPAA Rules, except as authorized for  
27 management, administrative or legal responsibilities of the Contractor.

28 2. The 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 §§ 164.504(e)(2)(i),  
164.504(e)(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. The Contractor shall not use such identifying information or genetic  
information for any purpose other than carrying out the Contractor’s obligations under  
this Agreement.

3. The Contractor, including its subcontractors and employees, shall not  
disclose any such identifying information or genetic information to any person or entity,

1 except as otherwise specifically permitted by this Agreement, authorized by Subpart E  
2 of 45 CFR Part 164 or other law, required by the Secretary of the United States  
3 Department of Health and Human Services ("Secretary"), or authorized by the  
4 client/patient in writing. In using or disclosing PHI that is permitted by this Agreement or  
5 authorized by law, the Contractor shall make reasonable efforts to limit PHI to the  
6 minimum necessary to accomplish intended purpose of use, disclosure or request.

7 4. For purposes of the above sections, identifying information shall include,  
8 but not be limited to, name, identifying number, symbol, or other identifying particular  
9 assigned to the individual, such as fingerprint or voiceprint, or photograph.

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

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

23 The Contractor shall make any amendment(s) to PHI in a designated record set  
24 at the request of the County or individual, and in the time and manner designated by the  
25 County in accordance with 45 CFR § 164.526.

26 The Contractor shall provide to the County or to an individual, in a time and  
27 manner designated by the County, information collected in accordance with 45 CFR §  
28 164.528, to permit the County to respond to a request by the individual for an  
accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

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

1 prompt corrective action to cure any deficiencies and any action pertaining to such  
2 unauthorized disclosure required by applicable federal and State laws and regulations.  
3 The Contractor shall investigate such breach and is responsible for all notifications  
4 required by law and regulation or deemed necessary by the County and shall provide a  
5 written report of the investigation and reporting required to the County's Information  
6 Security Officer and Privacy Officer and the County's DPH HIPAA Representative.

7 This written investigation and description of any reporting necessary shall be  
8 postmarked within the thirty (30) working days of the discovery of the breach to the  
9 addresses below:

10 County of Fresno	County of Fresno	County of Fresno
11 Department of Public Health	Department of Public Health	Department of Internal Services
12 HIPAA Representative	Privacy Officer	Information Security Officer
13 (559) 600-6439	(559) 600-6405	(559) 600-5800
14 P.O. Box 11867	P.O. Box 11867	2048 North Fine Street
15 Fresno, California 93775	Fresno, California 93775	Fresno, California 93727

16 8. The Contractor shall make its internal practices, books, and records  
17 relating to the use and disclosure of PHI received from the County, or created or  
18 received by the Contractor on behalf of the County, in compliance with Parts the HIPAA  
19 Rules. The Contractor shall make its internal practices, books, and records relating to  
20 the use and disclosure of PHI received from the County, or created or received by the  
21 Contractor on behalf of the County, available to the Secretary upon demand.

22 The Contractor shall cooperate with the compliance and investigation reviews  
23 conducted by the Secretary. PHI access to the Secretary must be provided during the  
24 Contractor's normal business hours; however, upon exigent circumstances access at  
25 any time must be granted. Upon the Secretary's compliance or investigation review, if  
26 PHI is unavailable to the Contractor and in possession of a subcontractor of the  
27 Contractor, the Contractor must certify to the Secretary its efforts to obtain the  
28 information from the subcontractor.

#### 29 9. Safeguards

30 The Contractor shall implement administrative, physical, and technical  
31 safeguards as required by the HIPAA Security Rule, Subpart C of 45 CFR Part 164, that  
32 reasonably and appropriately protect the confidentiality, integrity, and availability of PHI,  
33 including electronic PHI, that it creates, receives, maintains or transmits on behalf of the  
34 County and to prevent unauthorized access, viewing, use, disclosure, or breach of PHI  
35 other than as provided for by this Agreement. The Contractor shall conduct an accurate  
36 and thorough assessment of the potential risks and vulnerabilities to the confidentiality,  
37 integrity and availability of electronic PHI. The Contractor shall develop and maintain a  
38 written information privacy and security program that includes administrative, technical

1 and physical safeguards appropriate to the size and complexity of the Contractor's  
2 operations and the nature and scope of its activities. Upon the County's request, the  
3 Contractor shall provide the County with information concerning such safeguards.

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

10 A. Passwords must not be:

- 11 (1) Shared or written down where they are accessible or recognizable by  
12 anyone else, such as taped to computer screens, stored under  
13 keyboards, or visible in a work area;
- 14 (2) A dictionary word; or
- 15 (3) Stored in clear text

16 B.

17 Passwords must be:

- 18 (1) Eight (8) characters or more in length;
- 19 (2) Changed every ninety (90) days;
- 20 (3) Changed immediately if revealed or compromised; and
- 21 (4) Composed of characters from at least three (3) of the following four (4)  
22 groups from the standard keyboard:
  - 23 a) Upper case letters (A-Z);
  - 24 b) Lowercase letters (a-z);
  - 25 c) Arabic numerals (0 through 9); and
  - 26 d) Non-alphanumeric characters (punctuation symbols).

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

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

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

The Contractor shall not transmit confidential, personal, or sensitive data via e-

1 mail or other internet transport protocol unless the data is encrypted by a solution that  
2 has been validated by the National Institute of Standards and Technology (NIST) as  
3 conforming to the Advanced Encryption Standard (AES) Algorithm. The Contractor  
4 must apply appropriate sanctions against its employees who fail to comply with these  
5 safeguards. The Contractor must adopt procedures for terminating access to PHI when  
6 employment of employee ends.

7  
8  
9 10. Mitigation of Harmful Effects

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

15 11. The Contractor's Subcontractors

16 The Contractor shall ensure that any of its contractors, including subcontractors,  
17 if applicable, to whom the Contractor provides PHI received from or created or received  
18 by the Contractor on behalf of the County, agree to the same restrictions, safeguards,  
19 and conditions.

20 that apply to the Contractor with respect to such PHI and to incorporate, when  
21 applicable, the relevant provisions of these provisions into each subcontract or sub-  
22 award to such agents or subcontractors.

23 Nothing in this section 11 or this Exhibit G authorizes the Contractor to perform  
24 services under this Agreement using subcontractors.

25 12. Employee Training and Discipline

26 The Contractor shall train and use reasonable measures to ensure compliance  
27 with the requirements of these provisions by employees who assist in the performance  
28 of functions or activities on behalf of the County under this Agreement and use or  
disclose PHI, and discipline such employees who intentionally violate any provisions of  
these provisions, which may include termination of employment.

13. Termination for Cause

Upon the County's knowledge of a material breach of these provisions by  
the Contractor, the County will either:

A. Provide an opportunity for the  
Contractor to cure the breach or end the violation, and the County may terminate this  
Agreement if the Contractor does not cure the breach or end the violation within the  
time specified by the County; or

B. Immediately  
terminate this Agreement if the Contractor has breached a material term of this Exhibit  
G and cure is not possible, as determined by the County.

C. If neither cure nor termination is feasible, the County's  
Privacy Officer will report the violation to the Secretary of the U.S. Department of Health  
and Human Services.

1           14.     Judicial or Administrative Proceedings

2           The County may terminate this Agreement if: (1) the Contractor is found  
3 guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Laws or  
4 the HITECH Act; or (2) there is a finding or stipulation in an administrative or civil  
5 proceeding in which the Contractor is a party that the Contractor has violated a privacy  
6 or security standard or requirement of the HITECH Act, HIPAA or other security or  
7 privacy laws.

8           15.     Effect of Termination

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

19           16.     Compliance with Other Laws

20           To the extent that other state and/or federal laws provide additional, stricter and/or more  
21 protective privacy and/or security protections to PHI or other confidential information  
22 covered under this BAA, the Contractor agrees to comply with the more protective of the  
23 privacy and security standards set forth in the applicable state or federal laws to the  
24 extent such standards provide a greater degree of protection and security than HIPAA  
25 Rules or are otherwise more favorable to the individual.

26           17.     Disclaimer

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

          18.     Amendment

          The parties acknowledge that Federal and State laws relating to electronic data  
security and privacy are rapidly evolving and that amendment of this Exhibit G may be  
required to provide for procedures to ensure compliance with such developments. The  
parties specifically agree to take such action as is necessary to amend this agreement  
in order to implement the standards and requirements of the HIPAA Rules, the HITECH  
Act and other applicable laws relating to the security or privacy of PHI. The County may  
terminate this Agreement upon thirty (30) days written notice in the event that the

1 Contractor does not enter into an amendment providing assurances regarding the  
2 safeguarding of PHI that the County in its sole discretion, deems sufficient to satisfy the  
standards and requirements of the HIPAA Rules, and the HITECH Act.

3 19. No Third-Party Beneficiaries

4 Nothing expressed or implied in the provisions of this Exhibit G is intended to  
5 confer, and nothing in this Exhibit G does confer, upon any person other than the  
County or the Contractor and their respective successors or assignees, any rights,  
remedies, obligations or liabilities whatsoever.

6 20. Interpretation

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

10 21. Regulatory References

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

12 22. Survival

13 The respective rights and obligations of the Contractor as stated in this Exhibit G  
survive the termination or expiration of this Agreement.

14 23. No Waiver of Obligation

15 Change, waiver or discharge by the County of any liability or obligation of the  
16 Contractor  
17 under this Exhibit G on any one or more occasions is not a waiver of performance of  
18 any continuing or other obligation of the Contractor and does not prohibit enforcement  
19 by the County of any obligation on any other occasion.  
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1 **EXHIBIT C**

2 **Self-Dealing Transaction Disclosure Form**

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

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

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

10 **Instructions**

11 (1) Enter board member’s name, job title (if applicable), and date this disclosure is  
12 being made.

13 (2) Enter the board member’s company/agency name and address.

14 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed  
15 to the County. At a minimum, include a description of the following:

- 16 a. The name of the agency/company with which the corporation has the  
17 transaction; and
- 18 b. The nature of the material financial interest in the Corporation’s  
19 transaction that the 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 The form must be signed by the board member that is involved in the self-dealing  
23 transaction described in Sections (3) and (4).  
24  
25  
26  
27  
28

**(1) Company Board Member Information:**

<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			

**(2) Company/Agency Name and Address:**

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**(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)**

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**(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)**

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**(5) Authorized Signature**

<b>Signature:</b>		<b>Date:</b>	
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