

A G R E E M E N T F O R S P E C I A L I Z E D L E G A L S E R V I C E S

THIS AGREEMENT (the "Agreement") is made and entered into this 26th day of September, 2017, by and between the COUNTY OF FRESNO (the "COUNTY"), a political subdivision of the State of California, and the Law Firm of Campagne & Campagne, a professional law corporation, hereinafter referred to as "ATTORNEY."

W I T N E S S E T H:

WHEREAS, COUNTY requires the services of a California licensed attorney to provide legal counsel to the Fresno County Civil Service Commission; and

WHEREAS, COUNTY wishes to engage counsel with experience in employment, labor and administrative hearing law including some governmental legal experience; and

WHEREAS, ATTORNEY has represented to COUNTY that ATTORNEY has expertise in matters concerning those stated above;

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

1. Employment of Attorney: COUNTY hereby hires ATTORNEY as an independent contractor through the services of the following key person: Thomas E. Campagne. Thomas E. Campagne may use other associate/partner attorneys and staff members employed by ATTORNEY as he deems necessary to fulfill all of the obligations of ATTORNEY under this Agreement, subject to approval by the Civil Service Commission and the Director of Human Resources or designee. ATTORNEY agrees to perform all services and fulfill all responsibilities in this agreement. ATTORNEY also agrees to fulfill the following obligations:

A. Attend all Civil Service Commission meetings, hearings and prepare written notices of decisions and findings as well as conduct pre-hearing conferences as required by the Civil Service Commission.

B. Provide legal advice to Fresno County Civil Service Commission in the areas of employment, labor and administrative law. Within this context, ATTORNEY advises Commission regarding interpretation of relevant Fresno County Ordinances and Personnel Rules,

1 state and federal constitutional, statutory and case law, and Civil Service Commission Bylaws.

2 C. Provide legal advice to the Civil Service Commission including, but not
3 limited to, advice concerning administrative hearing procedures, jurisdictional questions,
4 disposition of motions and evidentiary objections.

5 D. Prepare and present appropriate notices of decisions and findings of fact
6 for Civil Service Commission approval. Tape recordings and transcripts of proceedings may be
7 available, but ordering transcripts from the COUNTY'S court reporter service contractor requires
8 approval by the Director of Human Resources or designee.

9 E. May serve as hearing officer for the Civil Service Commission, upon
10 request by the Commission and approval by the Director of Human Resources or designee, and
11 prepare recommended decision for Commission action.

12 F. Function under the direction of the Director of Human Resources or
13 designee who must approve assignments other than regular meetings, hearings and associated
14 pre-hearing conferences.

15 G. Oversees the clerical work of the Secretary to the Civil Service
16 Commission, who provides staff assistance to the Commission but does not perform or function as
17 secretary to ATTORNEY.

18 H. May not represent any County of Fresno bargaining units, unions,
19 employee groups, employees, departments, or other parties adverse to the County of Fresno
20 while this Agreement is in effect.

21 2. OBLIGATIONS OF THE COUNTY

22 A. COUNTY shall be obligated to compensate ATTORNEY pursuant to the
23 terms and conditions of this Agreement only for the performance of those tasks, to the reasonable
24 satisfaction of the COUNTY, identified in paragraph 1 of this Agreement which take place during
25 the term of this Agreement. It is understood that COUNTY shall not be obligated to compensate
26 ATTORNEY for any work, services, or functions performed by ATTORNEY: (1) in seeking to
27 obtain COUNTY'S business or negotiating with the COUNTY to enter into this Agreement or, (2) in
28 providing COUNTY with documentation, explanations, or justifications concerning the adequacy or

1 accuracy of invoices for the performance of services under this Agreement and resolving same to
2 the reasonable satisfaction of COUNTY.

3 3. TERM OF AGREEMENT

4 This Agreement shall be effective as of September 29, 2017 and will continue
5 in effect ending on September 28, 2020. 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
7 (30) days prior to the first day of the next twelve (12) month extension period. The Director of
8 Human Resources or his designee is authorized to execute such written approval on behalf of
9 COUNTY based on ATTORNEY's satisfactory performance.

10 4. TERMINATION

11 A. Non-Allocation of Funds - The terms of this Agreement, and the services to
12 be provided thereunder, are contingent on the approval of funds by the appropriating government
13 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
14 Agreement terminated, at any time by giving the ATTORNEY thirty (30) days advance written
15 notice.

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

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

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

1 Agreement. The ATTORNEY shall promptly refund any such funds upon demand.

2 C. Without Cause - Under circumstances other than those set forth above,
3 this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written
4 notice of an intention to terminate to ATTORNEY. Additionally, this Agreement may be terminated
5 by ATTORNEY upon the giving of ninety (90) days advance written notice of an intention to
6 terminate to COUNTY. If ATTORNEY elects to terminate this Agreement, COUNTY's rights under
7 any pending matter which may arise from ATTORNEY's services hereunder shall not be
8 prejudiced due to such termination as required by the Rules of Professional Conduct of the State
9 Bar of California.

10 5. COMPENSATION/INVOICING

11 COUNTY agrees to pay and ATTORNEY agrees to receive compensation as
12 follows:

- 13 • One Hundred Sixty-Five Dollars (\$165.00) per hour for attorney services provided;
- 14 • Rate not to exceed Eighty Dollars (\$80.00) per hour for paralegal services;
- 15 • Clerical time, supplies, meals and travel expenses are included in the hourly rate (out of
16 town travel costs, should they occur, must be approved in advance by the Director of Human
17 Resources or designee);
- 18 • There shall be no charges for travel time or mileage to and from Civil Service Commission
19 meetings and hearings;
- 20 • Reimbursement for out-of-pocket costs incurred for process service fees, LexisNexis
21 and/or Westlaw research-computer database fees, long distance phone calls, copying, faxes and
22 postage shall be at the exact cost of such expense, not to exceed One Hundred Dollars (\$100.00)
23 total per month unless written request detailing the need for additional charges is received from
24 ATTORNEY and approved in advance by Director of Human Resources or designee
25 (invoice/receipt must be provided as evidence of the exact cost incurred upon request by the
26 Director of Human Resources or designee);

27 ATTORNEY shall submit a monthly invoice to the County of Fresno Human
28 Resources, Attention: Employment Services Manager, 2220 Tulare Street, 14th Floor, Fresno, CA

1 93721. ATTORNEY agrees to submit detailed, itemized invoices with the following information
2 included: date of service; name and title of individual providing service; hourly rate and number of
3 hours, or fraction thereof, for which services were provided; type of service provided, and; name of
4 case or issue (e.g. monthly meeting, name of appellant, unit modification, etc.) for which services
5 were provided.

6 In no event shall services performed under this Agreement be in excess of
7 Three Hundred Thousand Dollars (\$300,000.00) during the term of this Agreement including the
8 two (2) additional one (1) year renewal periods (five (5) years maximum through September 28,
9 2022), or Sixty Thousand Dollars (\$60,000.00) annually (September 29 to September 28 of each
10 contract year). It is understood that all expenses incidental to ATTORNEY'S performance of
11 services under this Agreement shall be borne by ATTORNEY. Payments by COUNTY shall be in
12 arrears, within forty-five (45) days after receipt and verification of ATTORNEY'S invoices by
13 COUNTY, for services provided during the preceding month.

14 6. INDEPENDENT CONTRACTOR

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

24 ATTORNEY and COUNTY shall comply with all applicable provisions of law
25 and the rules and regulations, if any, of governmental authorities having jurisdiction over matters
26 the subject thereof.

27 Because of its status as an independent contractor, ATTORNEY shall have
28 absolutely no right to employment rights and benefits available to COUNTY employees.

1 ATTORNEY shall be solely liable and responsible for providing to, or on behalf of, its employees
2 all legally-required employee benefits. In addition, ATTORNEY shall be solely responsible and
3 save COUNTY harmless from all matters relating to payment of ATTORNEY 'S employees,
4 including compliance with Social Security withholding and all other regulations governing such
5 matters. It is acknowledged that during the term of this Agreement, ATTORNEY may be providing
6 services to others unrelated to the COUNTY or to this Agreement.

7 7. MODIFICATION

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

10 8. NON-ASSIGNMENT

11 Neither party shall assign, transfer or sub-contract this Agreement nor their
12 rights or duties under this Agreement without the prior written consent of the other party.

13 9. CONFLICT OF INTEREST

14 ATTORNEY promises, covenants, and warrants that the performance of their
15 services and representation of COUNTY under this Agreement do not result in a
16 "conflict of interest" as that term is used in the Rules of Professional Conduct of the
17 State of California. In the event a "conflict of interest" occurs, ATTORNEY will
18 request that COUNTY waive such "conflict of interest" on a case-by-case basis.

19 10. HOLD HARMLESS

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

28 11. INSURANCE

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

6 A. Commercial General Liability

7 Commercial General Liability Insurance with limits of not less than One
8 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
9 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require
10 specific coverages including completed operations, products liability, contractual liability,
11 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed
12 necessary because of the nature of this contract.

13 B. Automobile Liability

14 Comprehensive Automobile Liability Insurance with limits for bodily injury of
15 not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred
16 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty
17 Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred
18 Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used
19 in connection with this Agreement.

20 C. Professional Liability

21 If ATTORNEY employs licensed professional staff, (e.g. attorneys) in
22 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
23 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

24 D. Worker's Compensation

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

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

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

7 Within thirty (30) days from the date ATTORNEY signs and executes this
8 Agreement, ATTORNEY shall provide certificates of insurance and endorsement as stated above
9 for all of the foregoing policies, as required herein, to the County of Fresno Human Resources,
10 Attention: Employment Services Manager, 2220 Tulare Street, 14TH Floor, Fresno, CA 93721,
11 stating that such insurance coverage have been obtained and are in full force; that the County of
12 Fresno, its officers, agents and employees will not be responsible for any premiums on the
13 policies; that such Commercial General Liability insurance names the County of Fresno, its
14 officers, agents and employees, individually and collectively, as additional insured, but only insofar
15 as the operations under this Agreement are concerned; that such coverage for additional insured
16 shall apply as primary insurance and any other insurance, or self-insurance, maintained by
17 COUNTY, its officers, agents and employees, shall be excess only and not contributing with
18 insurance provided under ATTORNEY 'S policies herein; and that this insurance shall not be
19 cancelled or changed without a minimum of thirty (30) days advance, written notice given to
20 COUNTY.

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

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

27 12. AUDITS AND INSPECTIONS

28 The ATTORNEY shall at any time during business hours, and as often as the

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

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

13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

A. The parties to this Agreement shall be in strict conformance with all applicable Federal and State of California laws and regulations, including but not limited to Sections 5328, 10850, and 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and 431.300 *et seq.* of Title 42, Code of Federal Regulations (CFR), Section 56 *et seq.* of the California Civil Code, Sections 11977 and 11812 of Title 22 of the California Code of Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 D *et seq.* of Title 42, United States Code (USC) and its implementing regulations, including, but not limited to Title 45, CFR, Sections 142, 160, 162, and 164, and The Health Information Technology for Economic and Clinical Health Act (HITECH) regarding the confidentiality and security of patient information.

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

B. ATTORNEY shall protect, from unauthorized access, use, or disclosure of names and other identifying information concerning persons receiving services pursuant to this

1 Agreement, except where permitted in order to carry out data aggregation purposes for health
2 care operations [45 CFR Sections 164.504 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i)]
3 This pertains to any and all persons receiving services pursuant to a COUNTY funded program.
4 ATTORNEY shall not use such identifying information for any purpose other than carrying out
5 ATTORNEY's obligations under this Agreement.

6 C. ATTORNEY shall not disclose any such identifying information to any person
7 or entity, except as otherwise specifically permitted by this Agreement, authorized by law, or
8 authorized by the client/patient

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

12 E. ATTORNEY shall provide access, at the request of COUNTY, and in the
13 time and manner designated by COUNTY, to PHI in a designated record set (as defined in 45
14 CFR Section 164.501), to an individual or to COUNTY in order to meet the requirements of 45
15 CFR Section 164.524 regarding access by individuals to their PHI.

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

19 ATTORNEY shall provide to COUNTY or to an individual, in a time and
20 manner designated by COUNTY, information collected in accordance with 45 CFR Section
21 164.528, to permit COUNTY to respond to a request by the individual for an accounting of
22 disclosures of PHI in accordance with 45 CFR Section 164.528.

23 F. ATTORNEY shall report to COUNTY, in writing, any knowledge or
24 reasonable belief that there has been unauthorized access, viewing, use, disclosure, or breach of
25 Protected Information not permitted by this Agreement, and any breach of unsecured PHI of
26 which it becomes aware, immediately and without reasonable delay and in no case later than two
27 (2) business days of discovery. Immediate notification shall be made to COUNTY's Information
28 Security Officer and Privacy Officer and COUNTY's Human Resources HIPAA Representative,

1 within two (2) business days of discovery. The notification shall include, to the extent possible,
2 the identification of each individual whose unsecured PHI has been, or is reasonably believed to
3 have been, accessed, acquired, used, disclosed, or breached. ATTORNEY shall take prompt
4 corrective action to cure any deficiencies and any action pertaining to such unauthorized
5 disclosure required by applicable Federal and State Laws and regulations. ATTORNEY shall
6 investigate such breach and is responsible for all notifications required by law and regulation or
7 deemed necessary by COUNTY and shall provide a written report of the investigation and
8 reporting required to COUNTY's Information Security Officer and Privacy Officer and COUNTY's
9 Human Resources HIPAA Representative. This written investigation and description of any
10 reporting necessary shall be postmarked within the thirty (30) working days of the discovery of
11 the breach to the addresses below:

12 County of Fresno
13 Human Resources
14 HIPAA Representative
15 (559) 600-1800
2220 Tulare St 16th Floor
Fresno, CA 93723

County of Fresno
Dept. of Public Health
Privacy Officer
(559) 445-3249
1221 Fulton Mall
Fresno, CA 93728

County of Fresno
Information Technology Services
Information Security Officer
(559) 600-6200
333 W Pontiac Way
Clovis, CA 93612

16
17 G. ATTORNEY shall make its internal practices, books, and records relating to
18 the use and disclosure of PHI received from COUNTY, or created or received by the ATTORNEY
19 on behalf of COUNTY, available to the United States Department of Health and Human Services
20 upon demand.

21 H. Safeguards

22 ATTORNEY shall implement administrative, physical, and technical
23 safeguards as required by 45 CFR 164.308, 164.310, and 164.312 that reasonably and
24 appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI,
25 that it creates, receives, maintains or transmits on behalf of COUNTY; and to prevent access, use
26 or disclosure of PHI other than as provided for by this Agreement. ATTORNEY shall develop and
27 maintain a written information privacy and security program that includes administrative, technical
28 and physical safeguards appropriate to the size and complexity of ATTORNEY's operations and

1 the nature and scope of its activities. Upon COUNTY's request, ATTORNEY shall provide
2 COUNTY with information concerning such safeguards.

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

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

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

- 27 1. Network-based firewall and/or personal firewall;
- 28 2. Continuously updated anti-virus software; and

1 3. Patch management process including installation of all operating
2 system/software vendor security patches.

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

7 ATTORNEY shall not transmit confidential, personal, or sensitive data via
8 e-mail or other internet transport protocol unless the data is encrypted by a solution that has
9 been validated by the National Institute of Standards and Technology (NIST) as conforming to
10 the Advanced Encryption Standard (AES) Algorithm.

11 I. Mitigation of Harmful Effects

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

16 J. Contractor's Subcontractors

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

23 K. Employee Training and Discipline

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

1 L. Termination for Cause

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

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

7 2. Immediately terminate this Agreement if ATTORNEY has breached
8 a material term of these provisions and cure is not possible.

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

12 M. Judicial or Administrative Proceedings

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

19 N. Effect of Termination

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

1 O. Disclaimer

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

8 P. Amendment

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

19 Q. No Third-Party Beneficiaries

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

24 R. Interpretation

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

1 HIPAA and the HIPAA regulations.

2 S. Regulatory References

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

5 T. Survival

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

8 U. No Waiver of Obligations

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

12 14. NOTICES

13 The persons and their addresses having authority to give and receive notices
14 under this Agreement include the following:

15 COUNTY

16 Paul Nerland
17 COUNTY OF FRESNO
2220 Tulare Street 16th Floor
Fresno, CA 93721

ATTORNEY

Thomas Campagne
Law Firm of Campagne & Campagne
Airport Office Center -1685 N. Helm Ave.
Fresno, CA 93727

18 Any and all notices between the COUNTY and the ATTORNEY provided for or
19 permitted under this Agreement or by law shall be in writing and shall be deemed duly served
20 when personally delivered to one of the parties, or in lieu of such personal services, when
21 deposited in the United States Mail, postage prepaid, addressed to such party.

22 15. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

26 Members of the CONTRACTOR's Board of Directors shall disclose any self-
27 dealing transactions that they are a party to while CONTRACTOR is providing goods or
28 performing services under this agreement. A self-dealing transaction shall mean a transaction

1 to which the CONTRACTOR is a party and in which one or more of its directors has a material
2 financial interest. Members of the Board of Directors shall disclose any self-dealing
3 transactions that they are a party to by completing and signing a Self-Dealing Transaction
4 Disclosure Form, attached hereto as Exhibit A and incorporated herein by reference, and
5 submitting it to the COUNTY prior to commencing with the self-dealing transaction or
6 immediately thereafter.

7 16. GOVERNING LAW

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

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

12 17. ENTIRE AGREEMENT

13 This Agreement constitutes the entire agreement between the ATTORNEY
14 and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement
15 negotiations, proposals, commitments, writings, advertisements, publications, and understanding
16 of any nature whatsoever unless expressly included in this Agreement.

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

5 Law Firm of Campagne & Campagne, A Prof. Corp.

6 *Thomas E. Campagne*

7 Thomas Campagne, president

COUNTY OF FRESNO

Brian Pacheco

Brian Pacheco
Chairman, Board of Supervisors

8
9 DATE:

9/11/2017

DATE:

9-26-17

REVIEWED & RECOMMENDED FOR
APPROVAL

Paul Nerland

Paul Nerland,
Director of Human Resources

14
15 APPROVED AS TO LEGAL FORM

16
17 *Janell K. Kelley*
County Counsel

APPROVED AS TO ACCOUNTING FORM

18
19 *Oran J. Garcia*
Auditor-Controller/Treasurer-Tax Collector

20 FOR ACCOUNTING USE ONLY:

21
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28
ORG No.: 10100400
Account No.: 7295
Requisition No.: 1011800009

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By

Susan Bishop
Deputy

Exhibit “A”

SELF-DEALING TRANSACTION DISCLOSURE FORM INSTRUCTIONS

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

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

The definition above will be utilized for purposes of completing the disclosure form.

- (1) Enter board member’s name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member’s company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation’s transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Codes.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Form provided on following page.

SELF-DEALING TRANSACTION DISCLOSURE FORM

(1) Company Board Member Information:

Name: Thomas E. Campagne Date: 8/23/2017
Job Title: as president of Campagne & Campagne, A Prof Corp.

(2) Company/Agency Name and Address:

Campagne & Campagne, A Prof. Corp.

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

Not Applicable

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

Not Applicable

(5) Authorized Signature

Signature: Thomas E. Campagne, Date: 8/23/2017
President