

## SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated June 18, 2024 and is between Health Management Associates, Inc., a Michigan corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

### Recitals

A. The County, through its Department of Public Health (DPH), has a need for consultation and support in the development of DPH's new 10-year strategic plan, defining long-term goals and objectives that will strengthen DPH's ability to provide essential services in the most cost-effective manner possible.

B. The County issued Request for Proposal (RFP) No. 24-022 on November 8, 2023, for strategic planning consulting services and received eight responsive vendor proposals by the closing deadline.

C. The County evaluated all eight proposals and determined Contractor to be the most responsive and responsible bidder whose proposal, dated December 18, 2023, is the most advantageous to the County.

The parties therefore agree as follows:

### Article 1

#### Contractor's Services

1.1 **Scope of Services.** The Contractor shall perform all services and fulfill all responsibilities as specified in the County's RFP No. 24-022 dated November 8, 2023, and Addendum No. One (1) and No. Two (2) to RFP No. 24-022 dated November 29, 2023 and December 5, 2023, herein collectively referred to as the County's Revised RFP, the Contractor's response to said Revised RFP dated December 18, 2023, all incorporated herein by reference and made part of this Agreement. The Contractor shall perform all the services provided in Exhibit A to this Agreement, titled "Scope of Services." In the event of any inconsistency among the documents described hereinabove, the inconsistency shall be resolved by giving precedence in the following order of priority; (1) to this Agreement, including all Exhibits, (2) to the Revised RFP; and (3) to the Contractor's response to the Revised RFP. A copy of the

1 County's Revised RFP and the Contractor's response shall be retained and made available  
2 during the term of this Agreement by the County's DPH Contracts unit.

3 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and  
4 able to perform all of the services provided in this Agreement.

5 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all  
6 applicable federal, state, and local laws and regulations in the performance of its obligations  
7 under this Agreement, including but not limited to workers compensation, labor, and  
8 confidentiality laws and regulations.

9 **Article 2**

10 **County's Responsibilities**

11 2.1 The County shall designate three to five DPH staff members to work with the  
12 Contractor's project leads to act as the project management "Core Team" responsible for overall  
13 coordination and monitoring of the Agreement services.

14 **Article 3**

15 **Compensation, Invoices, and Payments**

16 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
17 the performance of its services under this Agreement as described in Exhibit B to this  
18 Agreement, titled "Compensation."

19 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor  
20 under this Agreement is One Hundred Eighty-Three Thousand Two Dollars (\$183,002) for the  
21 first year and Sixty-Four Thousand Eight Hundred Forty-One Dollars (\$64,841) for the  
22 subsequent year immediately following. The total maximum compensation payable for the entire  
23 two (2) year term of this Agreement shall not exceed Two Hundred Forty-Seven Thousand Eight  
24 Hundred Forty-Three Dollars (\$247,843). The Contractor acknowledges that the County is a  
25 local government entity and does so with notice that the County's powers are limited by the  
26 California Constitution and by State law, and with notice that the Contractor may receive  
27 compensation under this Agreement only for services performed according to the terms of this  
28 Agreement and while this Agreement is in effect, and subject to the maximum amount payable



1                   **For the Contractor:**  
2                   Contracts Director  
3                   Health Management Associates, Inc.  
4                   2501 Woodlake Cir, Ste 100  
5                   Okemos, Michigan 48864  
6                   contracts@healthmanagement.com with a copy to  
7                   legal@healthmanagement.com  
8                   Fax: 517-482-0920

9                   **5.2 Change of Contact Information.** Either party may change the information in section  
10                   5.1 by giving notice as provided in section 5.3.

11                   **5.3 Method of Delivery.** Each notice between the County and the Contractor provided  
12                   for or permitted under this Agreement must be in writing, state that it is a notice provided under  
13                   this Agreement, and be delivered either by personal service, by first-class United States mail, by  
14                   an overnight commercial courier service, or by Portable Document Format (PDF) document  
15                   attached to an email.

16                   (A) A notice delivered by personal service is effective upon service to the recipient.

17                   (B) A notice delivered by first-class United States mail is effective three County  
18                   business days after deposit in the United States mail, postage prepaid, addressed to the  
19                   recipient.

20                   (C) A notice delivered by an overnight commercial courier service is effective one  
21                   County business day after deposit with the overnight commercial courier service,  
22                   delivery fees prepaid, with delivery instructions given for next day delivery, addressed to  
23                   the recipient.

24                   (D) A notice delivered by PDF document attached to an email is effective when  
25                   transmission to the recipient is completed (but, if such transmission is completed outside  
26                   of County business hours, then such delivery is deemed to be effective at the next  
27                   beginning of a County business day), provided that the sender maintains a machine  
28                   record of the completed transmission.

**5.4 Claims Presentation.** For all claims arising from or related to this Agreement,  
nothing in this Agreement establishes, waives, or modifies any claims presentation  
requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
of Title 1 of the Government Code, beginning with section 810).

1 **Article 6**

2 **Termination and Suspension**

3 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are  
4 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
5 are not allocated, then the County, upon at least 30 days' advance written notice to the  
6 Contractor, may:

- 7 (A) Modify the services provided by the Contractor under this Agreement; or  
8 (B) Terminate this Agreement.

9 6.2 **Termination for Breach.**

10 (A) Upon determining that a breach (as defined in paragraph (C) below) has  
11 occurred, the County may give written notice of the breach to the Contractor. The written  
12 notice may suspend performance under this Agreement, and must provide at least 30  
13 days for the Contractor to cure the breach.

14 (B) If the Contractor fails to cure the breach to the County's satisfaction within the  
15 time stated in the written notice, the County may terminate this Agreement immediately.

16 (C) For purposes of this section, a breach occurs when, in the determination of the  
17 County, the Contractor has:

- 18 (1) Obtained or used funds illegally or improperly;  
19 (2) Failed to comply with any part of this Agreement;  
20 (3) Submitted a substantially incorrect or incomplete report to the County; or  
21 (4) Improperly performed any of its obligations under this Agreement.

22 6.3 **Termination without Cause.** In circumstances other than those set forth above, the  
23 County may terminate this Agreement by giving at least 30 days advance written notice to the  
24 Contractor.

25 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County  
26 under this Article 6 is without penalty to or further obligation of the County.

27 6.5 **County's Rights upon Termination.** Upon termination for breach under this Article  
28 6, the County may demand repayment by the Contractor of any monies disbursed to the

1 Contractor under this Agreement that, in the County’s sole judgment, were not expended in  
2 compliance with this Agreement. The Contractor shall promptly refund all such monies upon  
3 demand. This section survives the termination of this Agreement.

4 **Article 7**

5 **Funding Source**

6 7.1 **Services Funding Source.** Funding for these services is provided by the California  
7 Department of Public Health through Future of Public Health funding. More information on FoPH  
8 funding and reporting requirements that the County must adhere to are available at [Future of  
9 Public Health Funding FY 2023–24 – FY 2025–26 – June 30, 2023 \(ca.gov\)](#).

10 **Article 8**

11 **Federal Funding Terms and Conditions**

12 8.1 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
13 Exclusion-Lower Tier Covered Transactions.**

14 (A) County and Contractor recognize that Contractor is a recipient of Federal funds  
15 under the terms of this Agreement. By signing this Agreement, Contractor agrees to  
16 comply with applicable Federal suspension and debarment regulations, including but not  
17 limited to: 7 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order 12549.  
18 By signing this Agreement, Contractor attests to the best of its knowledge and belief,  
19 that it and its principals:

- 20 (1) Are not presently debarred, suspended, proposed for debarment, declared  
21 ineligible, or voluntarily excluded by any Federal department or agency; and  
22 (2) Shall not knowingly enter into any covered transaction with an entity or  
23 person who is proposed for debarment under Federal regulations, debarred,  
24 suspended, declared ineligible, or voluntarily excluded from participation in  
25 such transaction.

26 (B) Contractor shall provide immediate written notice to County if at during any time  
27 during the term of this Agreement Contractor learns that the representations it makes  
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1 above were erroneous when made or have become erroneous by reason of changed  
2 circumstances.

3 (C) Contractor shall include a clause titled, "Certification Regarding Debarment,  
4 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions"  
5 and similar in nature to this paragraph in all lower tier covered transactions and it all  
6 solicitations for lower tier covered transactions.

7 (D) Contractor shall, prior to soliciting or purchasing goods and services in excess of  
8 \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension  
9 and debarment status at <https://sam.gov/SAM/>.

10 **8.2 Property of County.** Contractor agrees to take reasonable and prudent steps to  
11 ensure the security of any and all said hardware and software provided to it by County under  
12 this Agreement, to maintain replacement-value insurance coverages on said hardware and  
13 software of like kind and quality approved by County.

14 All purchases over Five Thousand Dollars (\$5,000) made during the life of this Agreement  
15 that will outlive the life of this Agreement shall be identified as fixed assets with an assigned  
16 Fresno County Department of Public Health (DPH) Accounting Inventory Number. These fixed  
17 assets shall be retained by County, as County property, in the event this Agreement is  
18 terminated or upon expiration of this Agreement. Contractor agrees to participate in an annual  
19 inventory of all County fixed assets and shall be physically present when fixed assets are  
20 returned to County possession at the termination or expiration of this Agreement. Contractor is  
21 responsible for returning to County all County owned fixed assets upon the expiration or  
22 termination of this Agreement.

23 **8.3 Prohibition on Publicity.** None of the funds, materials, property or services  
24 provided directly or indirectly under this Agreement shall be used for Contractor's advertising,  
25 fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the  
26 purpose of self-promotion. Notwithstanding the above, publicity of the services described in  
27 Paragraph One (1) of this Agreement shall be allowed as necessary to raise public awareness  
28 about the availability of such specific services when approved in advance by the County's DPH

1 Director or designee for such items as written/printed materials, the use of media (i.e., radio,  
2 television, newspapers) and any other related expense(s).

3       **8.4 Conflict of Interest.** No officer, employee or agent of the County who exercises any  
4 function or responsibility for planning and carrying out of the services provided under this  
5 Agreement shall have any direct or indirect personal financial interest in this Agreement. In  
6 addition, no employee of the County shall be employed by the Contractor under this Agreement  
7 to fulfill any contractual obligations with the County. Contractor shall comply with all Federal,  
8 State of California and local conflict of interest laws, statutes and regulations, which shall be  
9 applicable to all parties and beneficiaries under this Agreement and any officer, employee or  
10 agent of the County.

11       **8.5 Change of Leadership/Management.** In the event of any change in the status of  
12 Contractor's leadership or management, Contractor shall provide written notice to County within  
13 thirty (30) days from the date of change. Such notification shall include any new leader or  
14 manager's name, address and qualifications. "Leadership or management" shall include any  
15 employee, member, or owner of Contractor who either a) directs individuals providing services  
16 pursuant to this Agreement, b) exercises control over the manner in which services are  
17 provided, or c) has authority over Contractor's finances.

18       **8.6 Lobbying Activity.** None of the funds provided under this Agreement shall be used  
19 for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending  
20 in the Congress of the United States of America or the Legislature of the State of California.

21       **8.7 State Energy Conservation.** Contractor must comply with the mandatory standards  
22 and policies relating to energy efficiency, which are contained in the State Energy Conservation  
23 Plan issued in compliance with 42 United States (US) Code sections 6321, et. seq.

24       **8.8 Clean Air and Water.** In the event the funding under this Agreement exceeds One  
25 Hundred Fifty Thousand and No/100 Dollars (\$150,000), Contractor shall comply with all  
26 applicable standards, orders or requirements issued under the Clean Air Act contained in 42  
27 U.S. Code 7601 et seq; the Clean Water Act contained in U.S. Code 1368 et seq.; and any  
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1 standards, laws and regulations, promulgated thereunder. Under these laws and regulations,  
2 Contractor shall assure:

3 (A) No facility shall be utilized in the performance of the Agreement that has been  
4 listed on the Environmental Protection Agency (EPA) list of Violating Facilities;

5 (B) County shall be notified prior to execution of this Agreement of the receipt of any  
6 communication from the Director, Office of Federal Activities, U.S. EPA indicating that a  
7 facility to be utilized in the performance of this Agreement is under consideration to be  
8 listed on the EPA list of Violating Facilities;

9 (C) County and U.S. EPA shall be notified about any known violation of the above  
10 laws and regulations; and,

11 (D) This assurance shall be included in every nonexempt subgrant, contract, or  
12 subcontract.

13 **8.9 Audits and Inspections.** The Contractor shall at any time during business hours,  
14 and as often as the County may deem necessary, make available to the County for examination  
15 all of its records and data with respect to the matters covered by this Agreement. The  
16 Contractor shall, upon request by the County, permit the County to audit and inspect all of such  
17 records and data necessary to ensure Contractor's compliance with the terms of this  
18 Agreement.

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

22 In addition, Contractor shall cooperate and participate with County's fiscal review process  
23 and comply with all final determinations rendered by the County's fiscal review process. If  
24 County reaches an adverse decision regarding Contractor's services to consumers, it may result  
25 in the disallowance of payment for services rendered; or in additional controls to the delivery of  
26 services, or in the termination of this Agreement, at the discretion of County's DPH Director or  
27 designee. If as a result of County's fiscal review process a disallowance is discovered due to  
28 Contractor's deficiency, Contractor shall be financially liable for the amount previously paid by

1 County to Contractor and this disallowance will be adjusted from Contractor's future payments,  
2 at the discretion of County's DPH Director or designee. In addition, County shall have the sole  
3 discretion in the determination of fiscal review outcomes, decisions and actions.

4 **8.10 Single Audit Clause.**

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

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

23 **Article 9**

24 **Confidentiality**

25 9.1 **Confidentiality.** All services performed by the Contractor under this Agreement  
26 shall be in strict conformance with all applicable Federal, State of California and/or local laws  
27 and regulations relating to confidentiality.  
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1 **Article 10**

2 **Independent Contractor**

3 10.1 **Status.** In performing under this Agreement, the Contractor, including its officers,  
4 agents, employees, and volunteers, is at all times acting and performing as an independent  
5 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
6 venturer, partner, or associate of the County.

7 10.2 **Verifying Performance.** The County has no right to control, supervise, or direct the  
8 manner or method of the Contractor's performance under this Agreement, but the County may  
9 verify that the Contractor is performing according to the terms of this Agreement.

10 10.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no  
11 right to employment rights or benefits available to County employees. The Contractor is solely  
12 responsible for providing to its own employees all employee benefits required by law. The  
13 Contractor shall save the County harmless from all matters relating to the payment of  
14 Contractor's employees, including compliance with Social Security withholding and all related  
15 regulations.

16 10.4 **Services to Others.** The parties acknowledge that, during the term of this  
17 Agreement, the Contractor may provide services to others unrelated to the County.

18 **Article 11**

19 **Indemnity and Defense**

20 11.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the  
21 County (including its officers, agents, employees, and volunteers) against all claims, demands,  
22 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
23 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to  
24 the performance or failure to perform by the Contractor (or any of its officers, agents,  
25 subcontractors, or employees) under this Agreement. The County may conduct or participate in  
26 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or  
27 defend the County.

28 11.2 **Survival.** This Article 11 survives the termination of this Agreement.

1 **Article 12**

2 **Insurance**

3 12.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this  
4 Agreement.

5 **Article 13**

6 **Inspections, Audits, and Public Records**

7 13.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
8 the County may examine at any time during business hours and as often as the County deems  
9 necessary, all of the Contractor's records and data with respect to the matters covered by this  
10 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon  
11 request by the County, permit the County to audit and inspect all of such records and data to  
12 ensure the Contractor's compliance with the terms of this Agreement.

13 13.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
14 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
15 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
16 years after final payment under this Agreement. This section survives the termination of this  
17 Agreement. Additional Federal audit requirements may apply if any portion of the compensation  
18 to be paid by the County under this Agreement is also provided by Federal funding.

19 13.3 **Public Records.** The County is not limited in any manner with respect to its public  
20 disclosure of this Agreement or any record or data that the Contractor may provide to the  
21 County. The County's public disclosure of this Agreement or any record or data that the  
22 Contractor may provide to the County may include but is not limited to the following:

23 (A) The County may voluntarily, or upon request by any member of the public or  
24 governmental agency, disclose this Agreement to the public or such governmental  
25 agency.

26 (B) The County may voluntarily, or upon request by any member of the public or  
27 governmental agency, disclose to the public or such governmental agency any record or  
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1 data that the Contractor may provide to the County, unless such disclosure is prohibited  
2 by court order.

3 (C) This Agreement, and any record or data that the Contractor may provide to the  
4 County, is subject to public disclosure under the Ralph M. Brown Act (California  
5 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

6 (D) This Agreement, and any record or data that the Contractor may provide to the  
7 County, is subject to public disclosure as a public record under the California Public  
8 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning  
9 with section 6250) ("CPRA").

10 (E) This Agreement, and any record or data that the Contractor may provide to the  
11 County, is subject to public disclosure as information concerning the conduct of the  
12 people's business of the State of California under California Constitution, Article 1,  
13 section 3, subdivision (b).

14 (F) Any marking of confidentiality or restricted access upon or otherwise made with  
15 respect to any record or data that the Contractor may provide to the County shall be  
16 disregarded and have no effect on the County's right or duty to disclose to the public or  
17 governmental agency any such record or data.

18 **13.4 Public Records Act Requests.** If the County receives a written or oral request  
19 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,  
20 and which the County has a right, under any provision of this Agreement or applicable law, to  
21 possess or control, then the County may demand, in writing, that the Contractor deliver to the  
22 County, for purposes of public disclosure, the requested records that may be in the possession  
23 or control of the Contractor. Within five business days after the County's demand, the  
24 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's  
25 possession or control, together with a written statement that the Contractor, after conducting a  
26 diligent search, has produced all requested records that are in the Contractor's possession or  
27 control, or (b) provide to the County a written statement that the Contractor, after conducting a  
28 diligent search, does not possess or control any of the requested records. The Contractor shall

1 cooperate with the County with respect to any County demand for such records. If the  
2 Contractor wishes to assert that any specific record or data is exempt from disclosure under the  
3 CPRA or other applicable law, it must deliver the record or data to the County and assert the  
4 exemption by citation to specific legal authority within the written statement that it provides to  
5 the County under this section. The Contractor's assertion of any exemption from disclosure is  
6 not binding on the County, but the County will give at least 10 days' advance written notice to  
7 the Contractor before disclosing any record subject to the Contractor's assertion of exemption  
8 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs  
9 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,  
10 failure to produce any such records, or failure to cooperate with the County with respect to any  
11 County demand for any such records.

## 12 **Article 14**

### 13 **Disclosure of Self-Dealing Transactions**

14 14.1 **Applicability.** This Article 14 applies if the Contractor is operating as a corporation,  
15 or changes its status to operate as a corporation.

16 14.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a  
17 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
18 "Self-Dealing Transaction Disclosure Form" (Exhibit D to this Agreement) and submitting it to  
19 the County before commencing the transaction or immediately after.

20 14.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is  
21 a party and in which one or more of its directors, as an individual, has a material financial  
22 interest.

## 23 **Article 15**

### 24 **General Terms**

25 15.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this  
26 Agreement may not be modified, and no waiver is effective, except by written agreement signed  
27 by both parties. Notwithstanding the above, changes to object levels in the budget, attached  
28 hereto as Exhibit B, that do not exceed ten percent (10%) of the maximum compensation

1 payable to the Contractor, may be made with the written approval of the County's Department of  
2 Public Health Director, or designee. The ten percent (10%) budget modification maximum  
3 applies to the cumulative adjustments made through the life of the Agreement. Additionally,  
4 said budget changes shall not result in any change to the maximum compensation amount  
5 payable to Contractor, nor shall it reduce the delivery of services or significantly modify the  
6 scope of the services originally intended and approved under this Agreement, as stated herein.  
7 The Contractor acknowledges that County employees have no authority to modify this  
8 Agreement except as expressly provided in this Agreement.

9       15.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
10 under this Agreement without the prior written consent of the other party.

11       15.3 **Governing Law.** The laws of the State of California govern all matters arising from  
12 or related to this Agreement.

13       15.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
14 County, California. Contractor consents to California jurisdiction for actions arising from or  
15 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
16 brought and maintained in Fresno County.

17       15.5 **Construction.** The final form of this Agreement is the result of the parties' combined  
18 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
19 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
20 against either party.

21       15.6 **Days.** Unless otherwise specified, "days" means calendar days.

22       15.7 **Headings.** The headings and section titles in this Agreement are for convenience  
23 only and are not part of this Agreement.

24       15.8 **Severability.** If anything in this Agreement is found by a court of competent  
25 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
26 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
27 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
28 intent.

1       15.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
2 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
3 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
4 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
5 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
6 all applicable State of California and federal statutes and regulation.

7       15.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
8 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
9 performance of any continuing or other obligation of the Contractor and does not prohibit  
10 enforcement by the County of any obligation on any other occasion.

11       15.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
12 between the Contractor and the County with respect to the subject matter of this Agreement,  
13 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
14 publications, and understandings of any nature unless those things are expressly included in  
15 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
16 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
17 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
18 exhibits.

19       15.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
20 create any rights or obligations for any person or entity except for the parties.

21       15.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

22               (A) The Contractor is duly authorized and empowered to sign and perform its  
23 obligations under this Agreement.

24               (B) The individual signing this Agreement on behalf of the Contractor is duly  
25 authorized to do so and his or her signature on this Agreement legally binds the  
26 Contractor to the terms of this Agreement.

27       15.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
28 electronic signature as provided in this section.

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(A) An “electronic signature” means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

(B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

(C) The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

(D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

(E) This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

15.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

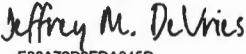
[SIGNATURE PAGE FOLLOWS]

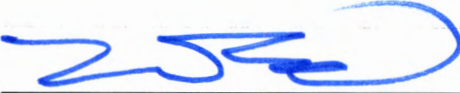
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The parties are signing this Agreement on the date stated in the introductory clause.

HEALTH MANAGEMENT ASSOCIATES,  
INC.

COUNTY OF FRESNO

DocuSigned by:  
  
E38A79D3FDA045D...  
Jeffrey M. DeVries, Contracts Senior Director

  
Nathan Magsig, Chairman of the Board of  
Supervisors of the County of Fresno

2501 Woodlake Cir, Ste 100  
Okemos, Michigan 48864

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

By:   
Deputy

For accounting use only:

Org No.: 56201508  
Account No.: 7295  
Fund No.: 0001  
Subclass No.: 10000

## Exhibit A

### Scope of Services

1  
2 The Contractor will provide the County with consultation and support in the development of  
3 DPH's new 10-year strategic plan. DPH's strategic plan is expected to be developed in  
4 approximately twelve (12) months. This estimated time frame will include stakeholder  
engagement, discussions with the DPH, and final review.

5 The Contractor will work with DPH to confirm goals and initiatives, develop a departmental  
6 framework, review the strategic plan, and create an official document of the plan. This will  
include:

- 7 • Development or revision of the DPH Core Purpose, Vision, Mission, and Values  
8 statements.
- 9 • Facilitation of discussions with DPH management, employees, and other County  
10 departments to identify how DPH can be more impactful.
- 11 • Review of current DPH programs to categorize which direct services are managed by  
12 DPH or subcontracted, including annual contract amounts.
- 13 • Facilitation of discussions with DPH management, employees, and other County  
14 departments to identify how DPH can be more aligned with equity, diversity and  
15 inclusion priorities.
- 16 • Facilitation of stakeholder engagement activities to evaluate the community's  
17 perception on DPH's current service delivery, focus and future expectations.  
18 Stakeholders should represent rural, metropolitan, and diverse communities within  
19 Fresno County.
- 20 • Review of required public health mandates, mandate levels, and revenue sources.
- 21 • Identification of public health priority outcomes and actions after research and analysis  
is completed.
- 22 • Documentation of this information for current and future planning and budgetary  
23 purposes.
- 24 • Final review and creation of an official document of the Strategic Plan.

25 The Contractor will provide a service plan that includes preliminary timelines for key activities,  
26 implementation and deliverables. The Contractor will review the most recent information  
27 regarding the Fresno County Community Health Improvement Plan [Healthy Fresno County](https://healthyfresnocountydata.org)  
28 ([healthyfresnocountydata.org](https://healthyfresnocountydata.org)) and Community Health Needs Assessment [2020chna.pdf](https://fresnostate.edu/2020chna.pdf)  
([fresnostate.edu](https://fresnostate.edu/2020chna.pdf)) to reference in developing DPH's strategic plan. The Contractor will also  
consider DPH's plans to achieve its goal of accreditation through the National Public Health  
Accreditation Board within the next few years.

Upon completion of DPH's strategic plan, the Contractor will assist each of the seven DPH  
divisions with developing their strategic plan that aligns with the department's strategic plan.  
The Contractor will work with each division to confirm goals and initiatives, develop a division  
framework, review each strategic plan, and create an official document of each plan.

**Exhibit A - Scope of Work**

Proposed Service Plan and Timeline - The Contractor will work with the County to finalize.

Service Plan Activities	Time Frame to Complete - Year 1												
	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	
1.1: Establish a Core Team and Steering Committee	X	X											
1.2: Host a Kickoff Meeting and Confirm the Scope and Timeline	X	X											
1.3: Launch the Steering Committee and Set Norms for Interaction		X	X										
1.4: Develop DPH's Purpose, Vision, Mission, and Value Statements			X										
2.1: Review and Summarize DPH Services, Public Health Mandates, and Revenue Sources		X	X										
2.2: Conduct a Needs Assessment and DPH Discussions (includes in-person visits to Fresno County)			X	X									
2.3: Summarize Findings and Present Them to DPH					X	X							
3.1: Develop a Communication and Engagement Plan					X								
3.2: Engage Community Stakeholders (includes in-person visits to Fresno County)					X	X	X						
3.3: Summarize Findings and Present Them to DPH								X					
4.1: Facilitate Five Work Groups to Draft the Plan									X	X			
4.2: Create the DPH Strategic Plan											X	X	

Service Plan Activities	Time Frame to Complete - Year 2												
	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	
5.1: Develop Aligned Division-Specific Strategic Plans (includes in-person visits to Fresno County)	X	X	X	X	X	X	X						

## Exhibit B

### Compensation

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The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

**Exhibit B - Budget Summary**

Scope of Work Deliverables	Time Frame to Complete												Total Cost		
	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25			
Development or revision of the DPH Core Purpose, Vision, Mission, and Values statements	X	X	X												\$10,460.00
Facilitation of discussions with DPH management, employees, and other County departments to identify how DPH can be more impactful		X	X	X	X										\$6,100.00
Review of current DPH programs to categorize which direct services are managed by DPH or subcontracted, including annual contract amounts		X	X	X											\$8,260.00
Facilitation of discussions with DPH management, employees, and other County departments to identify how DPH can be more aligned with equity, diversity and inclusion priorities		X	X	X	X										\$6,100.00
Facilitation of stakeholder engagement activities to evaluate the community's perception on DPH's current service delivery, focus and future expectations. Stakeholders should represent rural, metropolitan, and diverse communities within Fresno County					X	X	X	X							\$34,800.00
Review of required public health mandates, mandate levels, and revenue sources				X	X	X									\$7,220.00
Identification of public health priority outcomes and actions after research and analysis is completed					X	X	X	X							\$3,840.00
Documentation of this information for current and future planning and budgetary purposes					X	X	X	X							\$8,250.00
Final review and creation of an official document of the Strategic Plan						X	X	X	X	X	X	X	X		\$55,730.00
Activities for the Development of each DPH division's strategic plan (year one):															
1. Facilitation of five (5) work groups to draft strategic plan (year 1)															
2. HMA Core Team Meetings (biweekly .5 hours x 18 weeks) (year 1)															
3. HMA/DPH PM Team Meetings (biweekly .5 hours x 18 weeks) (year 1)															
4. HMA All Team Meeting (bi-monthly .5 hour x 6 months) (year 1)															
Travel labor and expenses	X	X	X	X	X	X	X	X	X	X	X	X	X	X	\$11,117.00
Focus Group Incentives					X	X	X	X	X	X	X	X	X	X	\$3,200.00
<b>TOTAL YEAR 1 BUDGET</b>												<b>\$183,002.00</b>			

Exhibit B - Budget Summary

Scope of Work Deliverables	Time Frame to Complete												Total Cost	
	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26		
Activities for the Development of each DPH division's strategic plan (year two): 1. HMA Core Team Meetings (Monthly, 5 hours x 8 weeks) (Year 2) 2. HMA/DPH PM Team Meetings (Monthly, .5 hours x 18 weeks) (Year 2)	X	X	X	X	X	X	X	X	X	X	X			\$13,765.00
Development of each DPH division's strategic plan	X	X	X	X	X	X	X	X	X	X	X			\$39,960.00
Travel labor and expenses	X	X	X	X	X	X	X	X	X	X	X			\$11,116.00
<b>TOTAL YEAR 2 BUDGET</b>													<b>\$64,841.00</b>	

Personnel Detail	Position	Hourly Rate	Description
<b>Principal</b>		\$425.00 - \$465.00	Charles Robbins, Principal, will serve as the project director for this work.
<b>Associate Principal</b>		\$385.00 - \$425.00	Betsy Uhrman, Associate Principal, will serve as the strategy and facilitation lead.
<b>Senior Consultant</b>		\$340.00 - \$375.00	Michael Butler and Nayely Chavez, Senior Consultants, are proposed project team members. Michael will serve as the project manager, and Nayely will serve as Focus Group Facilitator (fluent in Spanish).
<b>Consultant</b>		\$240.00 - \$265.00	Emma Clark, Carlos Mena, and Jared Staheli, Consultants, are proposed project team members. Emma Clark will serve as a Data Analyst. Carlos Mena will serve as a Project Coordinator and Interpreter (fluent in Spanish). Jared Staheli will serve as Stakeholder Engagement Support.

Total cost for services provided under this Agreement not to exceed \$247,843 which is the complete cost of doing business with HMA, including indirect costs such as overhead, general, and administrative costs. This total includes \$222,410 in labor costs and \$25,433 in other expenses. Other expenses include \$22,233 in travel expenses and \$3,200 in incentive gift cards. Travel costs are for four two-night trips from Los Angeles to Fresno.

## Exhibit C

### Insurance Requirements

#### 1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

#### 2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attention: Contracts Section – 6<sup>th</sup> Floor, or email, [DPHContracts@fresnocountyca.gov](mailto:DPHContracts@fresnocountyca.gov), certificates of insurance and endorsements for all of the coverages required under this Agreement.

## Exhibit C

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
  - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
  - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
  - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

## Exhibit C

- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

## Exhibit D

### Self-Dealing Transaction Disclosure Form

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

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

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

#### Instructions

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

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

**Exhibit D**

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	