

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated November 7, 2023 and is between California State University, Fresno, a Government Agency – Higher Educational Institution (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. The County’s Department of Public Health’s (DPH) goal is to increase Sexually Transmitted Infection (STI) screening and testing among the County’s college population.

B. The California State University, Fresno Health Clinic serves the needs of almost 14,500 students per year and performs nearly 3,700 STI tests per year.

C. The County and Contractor feel that a partnership would be mutually beneficial due to the high numbers of STI cases within the community and the high need for increased and regular testing among County residents, particularly those attending college.

D. The County has suspended competition for these services consistent with the County’s administrative policies.

The parties therefore agree as follows:

Article 1

Contractor’s Services

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled “Scope of Services.”

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

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

1 **Article 2**

2 **County's Responsibilities**

3 2.1 The County shall provide Syphilis and HIV case investigations, including providing
4 education about the disease, confirm appropriate treatment, and conduct contact tracing.

5 2.2 The County shall provide them with Bicillin doses for Syphilis treatment as resources
6 allow.

7 2.3 The County shall assist with linkage to HIV care for HIV positive clients.

8 2.4 The County shall when the Public Health Laboratory has the capacity, assume the
9 responsibility of performing tests on samples gathered by the Contractor as referenced in
10 Exhibit A.

11 **Article 3**

12 **Compensation, Invoices, and Payments**

13 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
14 the performance of its services under this Agreement as described in Exhibit B to this
15 Agreement, titled "Compensation."

16 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
17 under this Agreement is \$100,000 upon execution through June 30, 2024. Subsequent fiscal
18 years (July 1 – June 30) additional funding may be secured at \$100,000. The DPH Director or
19 designee will notify Contractor prior to July 1st of each subsequent fiscal year of the funding
20 amount available for the following fiscal year. In no event shall compensation paid for services
21 performed under this agreement exceed Three Hundred Thousand Dollars (\$300,000) for the
22 entire term of this Agreement. If this agreement is extended to Year 4, in no event shall
23 compensation for the potential four-year term exceed Four Hundred Thousand Dollars
24 (\$400,000). If this Agreement is extended to Year 5, in no event shall compensation for the total
25 potential five-year term exceed Five Hundred Thousand Dollars (\$500,000). The Contractor
26 acknowledges that the County is a local government entity, and does so with notice that the
27 County's powers are limited by the California Constitution and by State law, and with notice that
28 the Contractor may receive compensation under this Agreement only for services performed

1 according to the terms of this Agreement and while this Agreement is in effect, and subject to
2 the maximum amount payable under this section. The Contractor further acknowledges that
3 County employees have no authority to pay the Contractor except as expressly provided in this
4 Agreement.

5 **3.3 Invoices.** The Contractor shall submit monthly invoices to o the County of Fresno,
6 Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attention: Business Office or
7 to dphboap@fresnocountyca.gov. The Contractor shall submit each invoice within 60 days after
8 the month in which the Contractor performs services and in any case within 60 days after the
9 end of the term or termination of this Agreement.

10 **3.4 Payment.** The County shall pay each correctly completed and timely submitted
11 invoice within 45 days after receipt. The County shall remit any payment to the Contractor’s
12 address specified in the invoice.

13 **3.5 Incidental Expenses.** The Contractor is solely responsible for all of its costs and
14 expenses that are not specified as payable by the County under this Agreement.

15 **Article 4**

16 **Term of Agreement**

17 **4.1 Term.** This Agreement is effective upon execution and terminates on June 30, 2026,
18 except as provided in section 4.2, “Extension,” or Article 6, “Termination and Suspension,”
19 below.

20 **4.2 Extension.** The term of this Agreement may be extended for no more than two, one-
21 year periods only upon written approval of both parties at least 30 days before the first day of
22 the next one-year extension period. The Director of Public Health or his or her designee is
23 authorized to sign the written approval on behalf of the County based on the Contractor’s
24 satisfactory performance. The extension of this Agreement by the County is not a waiver or
25 compromise of any default or breach of this Agreement by the Contractor existing at the time of
26 the extension whether or not known to the County.

1 **Article 5**

2 **Notices**

3 5.1 **Contact Information.** The persons and their addresses having authority to give and
4 receive notices provided for or permitted under this Agreement include the following:

5 **For the County:**

6 Director
7 County of Fresno
8 P.O. Box 11867
9 Fresno, CA 93775
10 DPHContracts@fresnocountyca.gov

11 **For the Contractor:**

12 Director of Medical Services
13 Dr. Robert Mitchell
14 5044 N. Barton Avenue M/S HC 81
15 Fresno, CA 93740
16 robertmitchell@mail.fresnostate.edu

17 5.2 **Change of Contact Information.** Either party may change the information in section
18 5.1 by giving notice as provided in section 5.3.

19 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
20 for or permitted under this Agreement must be in writing, state that it is a notice provided under
21 this Agreement, and be delivered either by personal service, by first-class United States mail, by
22 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
23 Document Format (PDF) document attached to an email.

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

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

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

(D) A notice delivered by telephonic facsimile transmission or by PDF document
attached to an email is effective when transmission to the recipient is completed (but, if

1 such transmission is completed outside of County business hours, then such delivery is
2 deemed to be effective at the next beginning of a County business day), provided that
3 the sender maintains a machine record of the completed transmission.

4 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,
5 nothing in this Agreement establishes, waives, or modifies any claims presentation
6 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
7 of Title 1 of the Government Code, beginning with section 810).

8 **Article 6**

9 **Termination and Suspension**

10 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
11 contingent on the approval of funds by the appropriating government agency. If sufficient funds
12 are not allocated, then the County, upon at least 30 days' advance written notice to the
13 Contractor, may:

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

16 **6.2 Termination for Breach.**

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

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

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

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

1 Executive Order 12549. By signing this Agreement, Contractor attests to the best of its
2 knowledge and belief, that it and its principals:

- 3 (1) Are not presently debarred, suspended, proposed for debarment, declared
4 ineligible, or voluntarily excluded by any Federal department or agency; and
5 (2) Shall not knowingly enter into any covered transaction with an entity or
6 person who is proposed for debarment under Federal regulations, debarred,
7 suspended, declared ineligible, or voluntarily excluded from participation in
8 such transaction.

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

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

17 (D) Contractor shall, prior to soliciting or purchasing goods and services in excess of
18 \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension
19 and debarment status at <https://sam.gov/SAM/>.

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21 8.2 Property of County. Contractor agrees to take reasonable and prudent steps to
22 ensure the security of any and all said hardware and software provided to it by County under
23 this Agreement, to maintain replacement-value insurance coverages on said hardware and
24 software of like kind and quality approved by County.

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

1 upon expiration of this Agreement. Contractor agrees to participate in an annual inventory of all
2 County fixed assets and shall be physically present when fixed assets are returned to County
3 possession at the termination or expiration of this Agreement. Contractor is responsible for
4 returning to County all County owned fixed assets upon the expiration or termination of this
5 Agreement.

6 8.3 Prohibition on Publicity. None of the funds, materials, property or services provided
7 directly or indirectly under this Agreement shall be used for Contractor's advertising, fundraising,
8 or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of
9 self-promotion. Notwithstanding the above, publicity of the services described in Paragraph One
10 (1) of this Agreement shall be allowed as necessary to raise public awareness about the
11 availability of such specific services when approved in advance by the County's DPH Director or
12 designee for such items as written/printed materials, the use of media (i.e., radio, television,
13 newspapers) and any other related expense(s).

14 8.4 Conflict of Interest. No officer, employee or agent of the County who exercises any
15 function or responsibility for planning and carrying out of the services provided under this
16 Agreement shall have any direct or indirect personal financial interest in this Agreement. In
17 addition, no employee of the County shall be employed by the Contractor under this Agreement
18 to fulfill any contractual obligations with the County. Contractor shall comply with all Federal,
19 State of California and local conflict of interest laws, statutes and regulations, which shall be
20 applicable to all parties and beneficiaries under this Agreement and any officer, employee or
21 agent of the County.

22 8.5 Change of Leadership/Management. In the event of any change in the status of
23 Contractor's leadership or management, Contractor shall provide written notice to County within
24 thirty (30) days from the date of change. Such notification shall include any new leader or
25 manager's name, address and qualifications. "Leadership or management" shall include any
26 employee, member, or owner of Contractor who either a) directs individuals providing services
27 pursuant to this Agreement, b) exercises control over the manner in which services are
28 provided, or c) has authority over Contractor's finances.

1 8.6 Lobbying Activity. None of the funds provided under this Agreement shall be used for
2 publicity, lobbying or propaganda purposes designed to support or defeat legislation pending in
3 the Congress of the United States of America or the Legislature of the State of California.

4 8.7 State Energy Conservation. Contractor must comply with the mandatory standards
5 and policies relating to energy efficiency, which are contained in the State Energy Conservation
6 Plan issued in compliance with 42 United States (US) Code sections 6321, et. seq.

7 8.8 Clean Air and Water. In the event the funding under this Agreement exceeds One
8 Hundred Fifty Thousand and No/100 Dollars (\$150,000), Contractor shall comply with all
9 applicable standards, orders or requirements issued under the Clean Air Act contained in 42
10 U.S. Code 7601 et seq; the Clean Water Act contained in U.S. Code 1368 et seq.; and any
11 standards, laws and regulations, promulgated thereunder. Under these laws and regulations,
12 CONTRACTOR shall assure:

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

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

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

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

23 8.9 Audits and Inspections. The Contractor shall at any time during business hours, and
24 as often as the County may deem necessary, make available to the County for examination all
25 of its records and data with respect to the matters covered by this Agreement. The Contractor
26 shall, upon request by the County, permit the County to audit and inspect all of such records
27 and data necessary to ensure Contractor's compliance with the terms of this Agreement.
28

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

4 In addition, Contractor shall cooperate and participate with County's fiscal review process and
5 comply with all final determinations rendered by the County's fiscal review process. If County
6 reaches an adverse decision regarding Contractor's services to consumers, it may result in the
7 disallowance of payment for services rendered; or in additional controls to the delivery of
8 services, or in the termination of this Agreement, at the discretion of County's DPH Director or
9 designee. If as a result of County's fiscal review process a disallowance is discovered due to
10 Contractor's deficiency, Contractor shall be financially liable for the amount previously paid by
11 County to Contractor and this disallowance will be adjusted from Contractor's future payments,
12 at the discretion of County's DPH Director or designee. In addition, County shall have the sole
13 discretion in the determination of fiscal review outcomes, decisions and actions.

14 8.10 Single Audit Clause.

15 (A) If Contractor expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more
16 Federal and Federal flow-through monies, Contractor agrees to conduct an annual audit
17 in accordance with the requirements of the Single Audit Standards as set forth in Office
18 of Management and Budget (OMB) Title 2 of the Code of Federal Regulations, Chapter
19 II, Part 200. Contractor shall submit said audit and management letter to County. The
20 audit must include a statement of findings or a statement that there were no findings. If
21 there were negative findings, Contractor must include a corrective action plan signed by
22 an authorized individual. Contractor agrees to take action to correct any material non-
23 compliance or weakness found as a result of such audit. Such audit shall be delivered
24 to County's DPH Administration for review within nine (9) months of the end of any fiscal
25 year in which funds were expended and/or received for the program. Failure to perform
26 the requisite audit functions as required by this Agreement may result in County
27 performing the necessary audit tasks, or at the County's option, contracting with a public
28

1 accountant to perform said audit, or, may result in the inability of County to enter into
2 future agreements with the Contractor.

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

6 **Article 9**

7 **Confidentiality**

8 9.1 **Confidentiality.** All services performed by the Contractor under this Agreement
9 shall be in strict conformance with all applicable Federal, State of California and/or local laws
10 and regulations relating to confidentiality. In addition, Contractor agrees to abide by the terms
11 and conditions of the Business Associate Agreement attached here to as Exhibit D

12 **Article 10**

13 **Independent Contractor**

14 10.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
15 agents, employees, and volunteers, is at all times acting and performing as an independent
16 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
17 venturer, partner, or associate of the County.

18 10.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
19 manner or method of the Contractor's performance under this Agreement, but the County may
20 verify that the Contractor is performing according to the terms of this Agreement.

21 10.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
22 right to employment rights or benefits available to County employees. The Contractor is solely
23 responsible for providing to its own employees all employee benefits required by law. The
24 Contractor shall save the County harmless from all matters relating to the payment of
25 Contractor's employees, including compliance with Social Security withholding and all related
26 regulations.

27 10.4 **Services to Others.** The parties acknowledge that, during the term of this
28 Agreement, the Contractor may provide services to others unrelated to the County.

1 **Article 11**

2 **Indemnity and Defense**

3 11.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
4 County (including its officers, agents, employees, and volunteers) against all claims, demands,
5 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
6 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to
7 the performance or failure to perform by the Contractor (or any of its officers, agents,
8 subcontractors, or employees) under this Agreement. The County may conduct or participate in
9 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
10 defend the County. The County shall indemnify and hold harmless and defend the Contractor
11 (including its officers, agents, employees, and volunteers) against all claims, demands, injuries,
12 damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of
13 any kind to the Contractor, the County, or any third party that arise from or relate to the
14 performance or failure to perform by the County (or any of its officers, agents, subcontractors, or
15 employees) under this Agreement. The Contractor may conduct or participate in its own defense
16 without affecting the County's obligation to indemnify and hold harmless or defend the
17 Contractor.

18 11.2 **Survival.** This Article 8 survives the termination of this Agreement.

19 **Article 12**

20 **Insurance**

21 12.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this
22 Agreement.

23 **Article 13**

24 **Inspections, Audits, and Public Records**

25 13.1 **Inspection of Documents.** The Contractor shall make available to the County, and
26 the County may examine at any time during business hours and as often as the County deems
27 necessary, all of the Contractor's records and data with respect to the matters covered by this
28 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon

1 request by the County, permit the County to audit and inspect all of such records and data to
2 ensure the Contractor's compliance with the terms of this Agreement.

3 **13.2 State Audit Requirements.** If the compensation to be paid by the County under this
4 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
5 California State Auditor, as provided in Government Code section 8546.7, for a period of three
6 years after final payment under this Agreement. This section survives the termination of this
7 Agreement. Additional Federal audit requirements may apply if any portion of the compensation
8 to be paid by the County under this Agreement is also provided by Federal funding.

9 **13.3 Public Records.** The County is not limited in any manner with respect to its public
10 disclosure of this Agreement or any record or data that the Contractor may provide to the
11 County. The County's public disclosure of this Agreement or any record or data that the
12 Contractor may provide to the County may include but is not limited to the following:

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

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

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

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

27 (E) This Agreement, and any record or data that the Contractor may provide to the
28 County, is subject to public disclosure as information concerning the conduct of the

1 people's business of the State of California under California Constitution, Article 1,
2 section 3, subdivision (b).

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

7 **13.4 Public Records Act Requests.** If the County receives a written or oral request
8 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
9 and which the County has a right, under any provision of this Agreement or applicable law, to
10 possess or control, then the County may demand, in writing, that the Contractor deliver to the
11 County, for purposes of public disclosure, the requested records that may be in the possession
12 or control of the Contractor. Within five business days after the County's demand, the
13 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
14 possession or control, together with a written statement that the Contractor, after conducting a
15 diligent search, has produced all requested records that are in the Contractor's possession or
16 control, or (b) provide to the County a written statement that the Contractor, after conducting a
17 diligent search, does not possess or control any of the requested records. The Contractor shall
18 cooperate with the County with respect to any County demand for such records. If the
19 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
20 CPRA or other applicable law, it must deliver the record or data to the County and assert the
21 exemption by citation to specific legal authority within the written statement that it provides to
22 the County under this section. The Contractor's assertion of any exemption from disclosure is
23 not binding on the County, but the County will give at least 10 days' advance written notice to
24 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
25 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
26 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
27 failure to produce any such records, or failure to cooperate with the County with respect to any
28 County demand for any such records.

1 **Article 14**

2 **Disclosure of Self-Dealing Transactions**

3 14.1 **Applicability.** This Article 14 applies if the Contractor is operating as a corporation,
4 or changes its status to operate as a corporation.

5 14.2 **Duty to Disclose.** If any member of the Contractor’s board of directors is party to a
6 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
7 “Self-Dealing Transaction Disclosure Form” (Exhibit C to this Agreement) and submitting it to
8 the County before commencing the transaction or immediately after.

9 14.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is
10 a party and in which one or more of its directors, as an individual, has a material financial
11 interest.

12 **Article 15**

13 **General Terms**

14 15.1 **Modification.** Except as provided in Article 6, “Termination and Suspension,” this
15 Agreement may not be modified, and no waiver is effective, except by written agreement signed
16 by both parties. Notwithstanding the above, changes to object levels in the budget, attached
17 hereto as Exhibit B, that do not exceed ten percent (10%) of the maximum compensation
18 payable to the Contractor, may be made with the written approval of the County’s Department of
19 Public Health Director, or designee. The ten percent (10%) budget modification maximum
20 applies to the cumulative adjustments made through the life of the Agreement. Additionally,
21 said budget changes shall not result in any change to the maximum compensation amount
22 payable to Contractor, nor shall it reduce the delivery of services originally provided for under
23 this Agreement, as stated herein. The Contractor acknowledges that County employees have
24 no authority to modify this Agreement except as expressly provided in this Agreement.

25 15.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
26 under this Agreement without the prior written consent of the other party.

27 15.3 **Governing Law.** The laws of the State of California govern all matters arising from
28 or related to this Agreement.

1 15.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
2 County, California. Contractor consents to California jurisdiction for actions arising from or
3 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
4 brought and maintained in Fresno County.

5 15.5 **Construction.** The final form of this Agreement is the result of the parties' combined
6 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
7 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
8 against either party.

9 15.6 **Days.** Unless otherwise specified, "days" means calendar days.

10 15.7 **Headings.** The headings and section titles in this Agreement are for convenience
11 only and are not part of this Agreement.

12 15.8 **Severability.** If anything in this Agreement is found by a court of competent
13 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
14 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
15 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
16 intent.

17 15.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
18 not unlawfully discriminate against any employee or applicant for employment, or recipient of
19 services, because of race, religious creed, color, national origin, ancestry, physical disability,
20 mental disability, medical condition, genetic information, marital status, sex, gender, gender
21 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
22 all applicable State of California and federal statutes and regulation.

23 15.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
24 of the Contractor under this Agreement on any one or more occasions is not a waiver of
25 performance of any continuing or other obligation of the Contractor and does not prohibit
26 enforcement by the County of any obligation on any other occasion.

27 15.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
28 between the Contractor and the County with respect to the subject matter of this Agreement,

1 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
2 publications, and understandings of any nature unless those things are expressly included in
3 this Agreement. If there is any inconsistency between the terms of this Agreement without its
4 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
5 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
6 exhibits.

7 15.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
8 create any rights or obligations for any person or entity except for the parties.

9 15.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

15 15.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
16 electronic signature as provided in this section.

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

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

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

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

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

11 15.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
12 original, and all of which together constitute this Agreement.

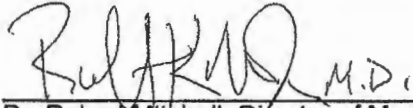
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The parties are signing this Agreement on the date stated in the introductory clause.

California State University, Fresno

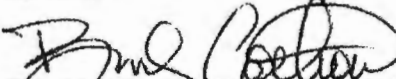
COUNTY OF FRESNO



Dr. Robert Mitchell, Director of Medical Services



Sal Quintero, Chairman of the Board of Supervisors of the County of Fresno



Brian Cotham, CPSM, C.P.M., Director of Procurement and Support Services

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

5044 N Barton Avenue M/S HC 81
Fresno, CA 93740

By: 

Deputy

For accounting use only:

Org No.: 56201661
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

Exhibit A

Scope of Services

1
2 1. The Student Health and Counseling Center (SHCC) will provide Sexually
3 Transmitted Infections (STI) testing for California State University, Fresno students, and will also
4 support students with counseling as needed.

5
6 2. What kinds of STI tests will be provided?

7 Human Immunodeficiency Virus (HIV) Antibody & Confirmatory

8 Gonorrhea (GC)

9 Chlamydia

10 Herpes Simplex Virus (HSV 1&2)

11 Syphilis Confirmatory (Trepomenal) & Rapid Plasma Reagin (RPR)

12 Trichomoniasis

13 Human Papillomavirus (HPV)

14
15 3. Where will the tests be done and the hours of availability.

16 All STI specimens noted above in #2 will be captured on site at the SHCC, and currently,
17 further analysis and results are completed at SHCC's contracted facility, Quest. Days of
18 operation are M-F, 8-5 p.m.

19
20 4. Submitting a report to DPH on the number of tests/screenings completed and
21 how many positive results if any.

22 The SHCC will provide quarterly reports to DPH detailing the number and type of tests
23 completed, which will also include positivity rates.

24
25 5. Details on any increase/decrease in testing the funding is providing compared to
26 previous years.

27 This will be the first year the SHCC will be awarded the DPH Grant, and going forward
28 will capture all data associated with funding and STI testing.

Exhibit A

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6. Communicate/work with DPH to assist with positive cases.

The SHCC medical providers currently work with staff at the DPH, in a consultive manner, and with reporting. This will continue to occur once funding is received. Any new expectations will be adopted as well.

7. SHCC will provide patients with no cost or a minimal fee to improve access to STI testing and screening.

8. DPH PH Lab is planned to bring STI testing online as noted above in July/Aug 2023. STI tests noted above shall be sent to DPH Lab for Processing. County & Contractor will work on a transition plan for sending STI samples noted above to DPH lab within a reasonable timeframe. Contractor shall utilize DPH Laboratory Information System to submit samples.

Exhibit B

Compensation

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.

1. Chlamydia/GC \$38.80
2. HIV Antibody & Confirmatory 9.40
3. RPR \$3.10
4. HPV \$35.00
5. HSV \$10.30
6. Trichomoniasis \$86.00

Funding will be provided to Contractor through June 30, 2024 in the amount of \$100,000. Additional funding may be secured in subsequent years during the term of this agreement. In addition, if no additional State funding is secured the Contractor may choose to continue sending STI samples to DPH PH Laboratory at either no cost or an agreed upon rate by SHCC Director and DPH Director

Exhibit C

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 C

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

Exhibit D

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.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Exhibit D

Definition of Cyber Risks. “Cyber Risks” include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor’s obligations under [identify the Article, section, or exhibit containing data security obligations] of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

If the Contractor is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers 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 – 6th Floor, or email, DPHContracts@fresnocountyca.gov, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (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.

Exhibit D

- (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.
 - (v) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
 - (vi) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (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.
- (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.

Exhibit D

- (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.