

**SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is dated April 8, 2025 and is between Saint Agnes Medical Center, a California non-profit public benefit corporation (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

A. County’s Department of Public Health is the designated Local Emergency Medical Services (EMS) Agency (“EMS Agency”) for the Counties of Fresno, Kings, Madera, and Tulare, as provided in Health and Safety Code section 1797.200, and is identified by the name Central California EMS Agency. The EMS Agency desires the highest quality of care by directing ST Elevation Myocardial Infarction (STEMI) patients to facilities qualified to meet STEMI Receiving Center standards.

B. The EMS Agency has implemented a STEMI Critical Care System Plan, whereby a medical facility capable of providing STEMI care applies for and is designated a STEMI Receiving Center (SRC), pursuant to Title 22, Division 9, Chapter 7.1 of the California Code of Regulations, entitled “ST-Elevation Myocardial Infarction Critical Care System” (CCR §§ 100270.101-127; hereinafter referred to as the “STEMI Regulations”).

C. County is the entity through which the EMS Agency enters into an agreement concerning emergency medical services, including STEMI care services.

D. The EMS Agency seeks to designate Contractor as a STEMI Receiving Center pursuant to Section 1797.204 of the Health and Safety Code, STEMI Regulations, and the STEMI Critical Care System Plan approved by the California EMS Authority.

E. Contractor represents that they will maintain and operate a qualifying SRC, in accordance with the STEMI Regulations and County’s policies and procedures, and is agreeable to such designation by the EMS Agency subject to the terms and conditions provided in this Agreement.

The parties therefore agree as follows:

1 **Article 1**

2 **EMS System/Designation of Contractor**

3 A. The parties acknowledge and agree that the EMS Agency has the authority to plan,  
4 implement and evaluate an emergency medical services system in Fresno, Kings, Madera, and  
5 Tulare Counties pursuant to Health and Safety Codes 1797.200 and 1797.204.

6 B. The parties acknowledge and agree that the EMS Agency has the authority to implement  
7 and update a STEMI Critical Care System for the EMS System, including the authority to  
8 designate a STEMI Receiving Center for the EMS System, pursuant to STEMI Regulations.

9 C. The parties acknowledge and agree that the EMS Agency Medical Director (including his  
10 or her Assistant Medical Directors) of the EMS Agency has the authority of medical control of  
11 the EMS System, including the STEMI Critical Care System, and the authority to assure medical  
12 accountability through the planning, implementation, and evaluation of the EMS System,  
13 including the STEMI Critical Care System, set forth in Health and Safety Code section  
14 1797.202.

15 D. The parties acknowledge and agree that the service area for the STEMI Receiving  
16 Centers operated by Contractor is Fresno, Kings, Madera, and Tulare Counties.

17 E. Contractor acknowledges and agrees that neither the County nor the EMS Agency  
18 makes any representation, warranty or guarantee, and cannot and do not assure Contractor that  
19 any minimum number of STEMI patients will be delivered or referred to Contractor.

20 F. Contractor acknowledges and agrees that the EMS Agency's designation of Contractor  
21 as a STEMI Receiving Center for the EMS System is made on a non-exclusive basis, and that  
22 the EMS Agency reserves the right to designate any other qualifying hospitals, at any time, as a  
23 STEMI Receiving Center.

24 **Article 2**

25 **Contractor's Services**

26 2.1 **Scope of Services.** The Contractor shall perform all of the services provided in  
27 Exhibit A to this Agreement, titled "Scope of Services."

28 2.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and



1 obligations under this Agreement.

2 4.2 The Parties acknowledge and agree that their respective covenants made to the  
3 other party and benefits received from the other party under this Agreement shall form the basis  
4 of the consideration exchanged between them under this Agreement.

5 **Article 5**

6 **Term of Agreement**

7 5.1 **Term.** This Agreement is effective on the date that the parties sign this Agreement  
8 and terminates June 30, 2027, except as provided in section 4.2, "Extension," or Article 6,  
9 "Termination and Suspension," below.

10 5.2 **Extension.** The term of this Agreement may be extended for no more than two, one-  
11 year periods only upon written approval of both parties at least 30 days before the first day of  
12 the next one-year extension period. The Director of the Department of Public Health or his or  
13 her designee is authorized to sign the written approval on behalf of the County based on the  
14 Contractor's satisfactory performance. The extension of this Agreement by the County is not a  
15 waiver or compromise of any default or breach of this Agreement by the Contractor existing at  
16 the time of the extension whether or not known to the County.

17 **Article 6**

18 **Notices**

19 6.1 **Contact Information.** The persons and their addresses having authority to give and  
20 receive notices provided for or permitted under this Agreement include the following:

21 **For the County:**  
22 EMS Director  
23 County of Fresno  
24 PO Box 11867  
25 Fresno, CA 93775  
26 CCEMSA@fresnocountyca.gov

27 **For the Contractor:**  
28 Chief Executive Officer  
Saint Agnes Medical Center  
1303 E. Herndon Ave  
Fresno, CA 93720

6.2 **Change of Contact Information.** Either party may change the information in section



1 Contractor, may:

2 (A) Modify the services provided by the Contractor under this Agreement; or

3 (B) Terminate this Agreement.

4 **7.2 Termination for Breach.**

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

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

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

13 (1) Obtained or used funds illegally or improperly;

14 (2) Failed to comply with any part of this Agreement;

15 (3) Submitted a substantially incorrect or incomplete report to the County; or

16 (4) Improperly performed any of its obligations under this Agreement.

17 **7.3 Termination without Cause.** In circumstances other than those set forth above, the  
18 County may terminate this Agreement by giving at least 30 days advance written notice to the  
19 Contractor.

20 **7.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County  
21 under this Article 6 is without penalty to or further obligation of the County.

22 **Article 8**

23 **Independent Contractor**

24 **8.1 Status.** In performing under this Agreement, the Contractor, including its officers,  
25 agents, employees, and volunteers, is at all times acting and performing as an independent  
26 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
27 venturer, partner, or associate of the County.

28 **8.2 Verifying Performance.** The County or EMS agency has no right to control,



1 harmless or defend the Contractor.

2 9.3 **Survival.** This Article 8 survives the termination of this Agreement.

3 **Article 10**

4 **Insurance**

5 10.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this  
6 Agreement.

7 **Article 11**

8 **Health Insurance Portability and Accountability Act**

9 11.1 County and Contractor each consider and represent themselves as covered entities  
10 as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law  
11 104-191 (HIPAA) and agree to use and disclose protected health information as required by  
12 law.

13 County and Contractor acknowledge that the exchange of protected health  
14 information between them is only for treatment, payment, and health care operations.

15 County and Contractor intend to protect the privacy and provide for the security of  
16 Protected Health Information (PHI) pursuant to the Agreement in compliance with HIPAA, the  
17 Health Information Technology for Economic and Clinical Health Act, Public Law 111-005  
18 (HITECH), and regulations promulgated thereunder by the U.S. Department of Health and  
19 Human Services (HIPAA Regulations) and other applicable laws.

20 As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require  
21 Contractor to enter into a contract containing specific requirements prior to the disclosure of  
22 PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e)  
23 of the Code of Federal Regulations (CFR).

24 **Article 12**

25 **Licenses and Certificates**

26 12.1 Contractor shall, at its own cost, throughout the term of this Agreement, maintain all  
27 necessary licenses, permits, and certificates necessary for the provision of services hereunder  
28 and now or hereafter required by Federal, State, and local laws and regulations, the EMS

1 Agency and any other applicable government agencies. This shall include, but not be limited to:  
2 1) being licensed as a general acute care hospital, and 2) holding a special permit for basic or  
3 comprehensive emergency services

## 4 **Article 13**

### 5 **Inspections, Audits, and Public Records**

6 13.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
7 the County may examine at any time during business hours and as often as the County deems  
8 necessary, all of the Contractor's records and data with respect to the matters covered by this  
9 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon  
10 request by the County, permit the County to audit and inspect all of such records and data to  
11 ensure the Contractor's compliance with the terms of this Agreement.

12 13.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
13 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
14 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
15 years after final payment under this Agreement. This section survives the termination of this  
16 Agreement.

17 13.3 **Public Records.** The County is not limited in any manner with respect to its public  
18 disclosure of this Agreement or any record or data that the Contractor may provide to the  
19 County. The County's public disclosure of this Agreement or any record or data that the  
20 Contractor may provide to the County may include but is not limited to the following:

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

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

28 (C) This Agreement, and any record or data that the Contractor may provide to the

1 County, is subject to public disclosure under the Ralph M. Brown Act (California  
2 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

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

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

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

15 **13.4 Public Records Act Requests.** If the County receives a written or oral request  
16 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,  
17 and which the County has a right, under any provision of this Agreement or applicable law, to  
18 possess or control, then the County may demand, in writing, that the Contractor deliver to the  
19 County, for purposes of public disclosure, the requested records that may be in the possession  
20 or control of the Contractor. Within five business days after the County's demand, the  
21 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's  
22 possession or control, together with a written statement that the Contractor, after conducting a  
23 diligent search, has produced all requested records that are in the Contractor's possession or  
24 control, or (b) provide to the County a written statement that the Contractor, after conducting a  
25 diligent search, does not possess or control any of the requested records. The Contractor shall  
26 cooperate with the County with respect to any County demand for such records. If the  
27 Contractor wishes to assert that any specific record or data is exempt from disclosure under the  
28 CPRA or other applicable law, it must deliver the record or data to the County and assert the

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

#### 9 **Article 14**

#### 10 **Records/Reports**

11 14.1 As required by California Code of Regulations Title 22 Division 9 Chapter 7.1,  
12 Contractor shall develop and maintain a STEMI Registry Program (e.g. NCDR Cath PCI  
13 Registry) which is approved by the EMS Agency. The STEMI Registry Program shall include all  
14 appropriate STEMI patient information and "hospital data" (as that term is defined in ST-  
15 Elevation MI Critical Care System Regulations, section 1000270.126(e), and EMS Policy #323 –  
16 STEMI Critical Care System Monitoring/Data Management). All such records shall be complete  
17 and accurate. The EMS Agency shall have access to all such records upon request. Contractor  
18 shall provide STEMI registry data and/or reports to the EMS Agency upon request and/or on a  
19 regularly scheduled timetable such as monthly, quarterly, or annually, which will be agreed upon  
20 between the EMS Agency and Contractor. In the event that the EMS Agency develops the  
21 capability to directly access and retrieve STEMI registry records through computer technology,  
22 Contractor shall, at no cost to the EMS Agency, assist the EMS Agency in achieving such  
23 access and retrieval of Contractor's STEMI Registry Program through such means.

#### 24 **Article 15**

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

26 15.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,  
27 or changes its status to operate as a corporation.

28 15.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a

1 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
2 “Self-Dealing Transaction Disclosure Form” (Exhibit B to this Agreement) and submitting it to the  
3 County before commencing the transaction or immediately after.

4 15.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is  
5 a party and in which one or more of its directors, as an individual, has a material financial  
6 interest.

## 7 **Article 16**

### 8 **General Terms**

9 16.1 **Modification.** Except as provided in Article 6, “Termination and Suspension,” this  
10 Agreement may not be modified, and no waiver is effective, except by written agreement signed  
11 by both parties. The Contractor acknowledges that County employees have no authority to  
12 modify this Agreement except as expressly provided in this Agreement.

13 16.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
14 under this Agreement without the prior written consent of the other party.

15 16.3 **Governing Law.** The laws of the State of California govern all matters arising from  
16 or related to this Agreement.

17 16.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
18 County, California. Contractor consents to California jurisdiction for actions arising from or  
19 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
20 brought and maintained in Fresno County.

21 16.5 **Construction.** The final form of this Agreement is the result of the parties’ combined  
22 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
23 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
24 against either party.

25 16.6 **Days.** Unless otherwise specified, “days” means calendar days.

26 16.7 **Headings.** The headings and section titles in this Agreement are for convenience  
27 only and are not part of this Agreement.

28 16.8 **Severability.** If anything in this Agreement is found by a court of competent

1 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
2 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
3 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
4 intent.

5       **16.9 Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
6 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
7 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
8 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
9 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
10 all applicable State of California and federal statutes and regulation.

11       **16.10 No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
12 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
13 performance of any continuing or other obligation of the Contractor and does not prohibit  
14 enforcement by the County of any obligation on any other occasion.

15       **16.11 Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
16 between the Contractor and the County with respect to the subject matter of this Agreement,  
17 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
18 publications, and understandings of any nature unless those things are expressly included in  
19 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
20 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
21 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
22 exhibits.

23       **16.12 No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
24 create any rights or obligations for any person or entity except for the parties.

25       **16.13 Authorized Signature.** The Contractor represents and warrants to the County that:

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

28               (B) The individual signing this Agreement on behalf of the Contractor is duly

1 authorized to do so and his or her signature on this Agreement legally binds the  
2 Contractor to the terms of this Agreement.

3 16.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
4 electronic signature as provided in this section.

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

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

15 (C) The provisions of this section satisfy the requirements of Civil Code section  
16 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
17 Part 2, Title 2.5, beginning with section 1633.1).

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

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

25 16.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
26 original, and all of which together constitute this Agreement.

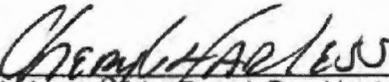
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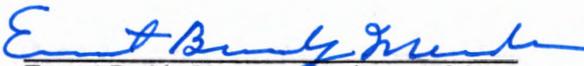
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The parties are signing this Agreement on the date stated in the introductory clause.

SAINT AGNES MEDICAL CENTER

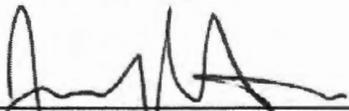
COUNTY OF FRESNO

  
Chairman of the Board, President, or any Vice President

  
Ernest Buddy Mendes, Chairman of the Board of Supervisors of the County of Fresno

Cheryl Harless  
Vice President and Chief Nursing Officer  
Print Name and Title

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

  
Secretary (of Corporation), or any Assistant Secretary, Chief Financial Officer, or any Assistant Treasurer

By:   
Deputy

Jenny Hernandez  
Vice President Finance and Chief Financial Officer  
Print Name and Title

1303 E. Herndon Ave  
Fresno, CA 93720

For accounting use only:

Org No.: 56201695  
Fund No.: 0001  
Subclass No.: 10000

# Exhibit A

## Scope of Services

### 1. Responsibilities of the Contractor

Contractor shall, at its own expense, at all times during the term of this Agreement:

A. Operate and function as a STEMI Receiving Center for all patients presenting at facility of Contractor, regardless of their ability to pay.

B. Provide and maintain the following as required to provide STEMI center services as a STEMI Receiving Center under this agreement:

- i. All Facilities and resources, including, but not limited to, all necessary utilities, supplies, equipment and furniture; and
- ii. All physician, nurse and other professional personnel, and such technical, administrative, allied and supportive paramedic personnel and other such personnel. In this regard, Contractor specifically covenants that they will at all times comply with, STEMI Regulations section 100270.124 (entitled, "STEMI Receiving Center Requirements"), incorporated herein by reference.

C. Take all necessary action to maintain the designation as a STEMI Receiving Center in accordance with the STEMI Regulations, and the EMS Agency Policies and Procedures now in effect, or which may hereafter come into effect, all of which are incorporated herein by reference.

D. Provide STEMI care services as a STEMI Receiving Center in accordance with all Federal, State, and local laws, and regulations now in effect, or which may hereafter come into effect (including, but not limited to, STEMI Regulations), all of which are incorporated by reference.

E. Comply with all EMS Agency Policies and Procedures now in effect, or which may hereafter come into effect, including, but not limited to, those policies related to STEMI care (EMS Agency Policies #311 – Base Hospital Criteria, #320 – STEMI Critical Care System Overview, #321 – STEMI Receiving Center and STEMI Referring Hospital Standards,

## Exhibit A

1 #322 – STEMI Receiving Center and STEMI Referring Hospital Designation, and #323 – STEMI  
2 Critical Care System Monitoring/Data Management) and with the EMS Systems’ continuous  
3 quality improvement process requirements now in effect or which may hereafter come into effect  
4 (EMS Agency Policies #703 – Continuous Quality Improvement and #704 – Quality  
5 Improvement, pursuant to STEMI Regulations, Section 100270.127, entitled “Quality  
6 Improvement and Evaluation Process”), all of which can be found at [www.CCEMSA.org](http://www.CCEMSA.org) or upon  
7 request to the EMS Agency.

8 F. Notify the EMS Agency, in writing, within 24 hours of any failure to meet  
9 STEMI Receiving Center Standards, and take corrective action within a reasonable period of  
10 time to correct the failure.

11 G. Immediately notify the EMS Agency of any circumstances that will prevent  
12 Contractor from providing STEMI Receiving Center Services.

13 H. Comply with any EMS Agency plan of correction, regarding any identified  
14 failure to meet STEMI Receiving Center Standards, within the timeframes established by the  
15 EMS Agency.

16 I. Actively and cooperatively participate as a member of the STEMI Critical  
17 Care Committee, and such other related committees that may, from time to time, be named and  
18 organized by the EMS Agency.

19 J. Develop and/or conduct periodic instructional and educational programs  
20 for the benefits of the hospitals and pre-hospital care personnel through the EMS System that  
21 are related to pre-hospital and in-hospital STEMI care for patients.

22 K. Provide and maintain radio and communications equipment in  
23 Contractor’s facility for communications with pre-hospital ambulance providers and hospitals  
24 throughout the EMS region.

25 L. Maintain and submit STEMI data to the EMS Agency on a regular basis,  
26 in accordance with CCR 100270.126, and as requested by the EMS Agency. Contractor shall,  
27 at a minimum, collect and maintain the data specified by the EMS Agency policy and procedure.

28 M. Perform all other obligations of a Contractor under this Agreement.

## Exhibit B

### 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 B

<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>	

## Exhibit C

### Insurance Requirements

#### 1. Required Policies

Without limiting the County's right to obtain indemnification from the other party or any third parties, the parties agree, 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.
- Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) to cover civil, regulatory and statutory damages as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information or security incident or breach.

## Exhibit C

### 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 Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, 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.
  - (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) The cyber liability insurance certificate must include an endorsement 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.
- (C) **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.
- (D) **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

## Exhibit C

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.

- (E) **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, and Contractor's indemnification obligations to County arising from Contractor performance or failure to perform exceeds such required limits, then the County requires and is entitled to the broader coverage, higher limits, or both.
- (F) **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.
- (G) **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.
- (H) **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.