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SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated June 18, 2024 and is between Central California Faculty Medical Group, Inc. (CCFMG) a California Professional Corporation (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. County and Contractor entered into Service Agreement No. D-20-427, dated October 20, 2020, pursuant to which Contractor agreed to provide professional physician consultation and administrative services; and

B. County and Contractor entered into First Amendment No. A21-359 to Service Agreement No. D-20-427, dated September 7, 2021, which will terminate on June 30, 2024.

C. County continues to require the physician consultation services provided by the current Contractor, whose physicians have extensive communicable disease and medical diagnosis experience; and

D. Due to the continued difficulty in recruiting and retaining qualified and experienced physicians in the field of infectious diseases, the County has determined it is appropriate and essential to suspend the competitive bid process and continue receiving the current physician services and consultation expertise through the Contractor with an effective date of July 1, 2024.

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

1 under this Agreement, including but not limited to workers compensation, labor, and
2 confidentiality laws and regulations.

3 **Article 2**

4 **County's Responsibilities**

5 2.1 The County shall coordinate with the Contractor to utilize the Contractor's Physicians
6 to provide all services described in Exhibit A to this Agreement.

7 **Article 3**

8 **Compensation, Invoices, and Payments**

9 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
10 the performance of Physician's services under this Agreement as described in Exhibit B to this
11 Agreement, titled "Compensation".

12 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
13 under this Agreement is Three Hundred Thousand Dollars and 00/100 (\$300,000.00),
14 commencing as of the Agreement effective date, for the entire term of the Agreement including
15 any extensions set forth by section 4.2 of this Agreement. The Contractor acknowledges that
16 the County is a local government entity and does so with notice that the County's powers are
17 limited by the California Constitution and by State law, and with notice that the Contractor may
18 receive compensation under this Agreement only for services performed according to the terms
19 of this Agreement and while this Agreement is in effect, and subject to the maximum amount
20 payable under this section. The Contractor further acknowledges that County employees have
21 no authority to pay the Contractor except as expressly provided in this Agreement.

22 3.3 **Invoices.** The Contractor shall submit monthly invoices and timesheets to the
23 Department of Public Health, P.O. Box 11867, Fresno, CA 93775, at
24 DPHContracts@fresnocountyca.gov. The Contractor shall submit each invoice within 15 days
25 after the month in which the Contractor performs services and in any case within 60 days after
26 the end of the term or termination of this Agreement.

1 **For the Contractor:**
2 CEO, Central California Faculty Medical Group
3 Central California Faculty Medical Group
 2625 E. Divisadero Street
 Fresno, CA 93721

4 5.2 **Change of Contact Information.** Either party may change the information in section
5 5.1 by giving notice as provided in section 5.3.

6 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
7 for or permitted under this Agreement must be in writing, state that it is a notice provided under
8 this Agreement, and be delivered either by personal service, by first-class United States mail, by
9 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
10 Document Format (PDF) document attached to an email.

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

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

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

19 (D) A notice delivered by telephonic facsimile transmission or by PDF document
20 attached to an email is effective when transmission to the recipient is completed (but, if
21 such transmission is completed outside of County business hours, then such delivery is
22 deemed to be effective at the next beginning of a County business day), provided that
23 the sender maintains a machine record of the completed transmission.

24 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
25 nothing in this Agreement establishes, waives, or modifies any claims presentation
26 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
27 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 partially provided by the
7 Epidemiology and Lab Capacity for Infection Disease (ELC) Enhancing Detection through
8 Coronavirus Response and Relief (CRR) Supplemental Funds (CFDA 93.323), and/or other
9 applicable funding made available through legislation or other program specific funds. Additional
10 federal, state or local funding made available through legislation.

11 **Article 8**

12 **Federal Funding Terms and Conditions**

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

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

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

27 (B) Contractor shall provide immediate written notice to County if at during any time
28 during the term of this Agreement Contractor learns that the representations it makes

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 Contractor's employees, including compliance with Social Security withholding and all related
2 regulations.

3 10.4 **Services to Others.** The parties acknowledge that, during the term of this
4 Agreement, the Contractor may provide services to others unrelated to the County.

5 **Article 11**

6 **Indemnity and Defense**

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

15 11.2 **Survival.** This Article 11 survives the termination of this Agreement.

16 **Article 12**

17 **Insurance**

18 12.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this
19 Agreement.

20 **Article 13**

21 **Inspections, Audits, and Public Records**

22 13.1 **Inspection of Documents.** The Contractor shall make available to the County, and
23 the County may examine at any time during business hours and as often as the County deems
24 necessary, all of the Contractor's records and data with respect to the matters covered by this
25 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
26 request by the County, permit the County to audit and inspect all of such records and data to
27 ensure the Contractor's compliance with the terms of this Agreement.
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1 13.2 **State Audit Requirements.** If the compensation to be paid by the County under this
2 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
3 California State Auditor, as provided in Government Code section 8546.7, for a period of three
4 years after final payment under this Agreement. This section survives the termination of this
5 Agreement. Additional Federal audit requirements may apply if any portion of the compensation
6 to be paid by the County under this Agreement is also provided by Federal funding.

7 13.3 **Public Records.** The County is not limited in any manner with respect to its public
8 disclosure of this Agreement or any record or data that the Contractor may provide to the
9 County. The County’s public disclosure of this Agreement or any record or data that the
10 Contractor may provide to the County may include but is not limited to the following:

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

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

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

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

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

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

5 **13.4 Public Records Act Requests.** If the County receives a written or oral request
6 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
7 and which the County has a right, under any provision of this Agreement or applicable law, to
8 possess or control, then the County may demand, in writing, that the Contractor deliver to the
9 County, for purposes of public disclosure, the requested records that may be in the possession
10 or control of the Contractor. Within five business days after the County's demand, the
11 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
12 possession or control, together with a written statement that the Contractor, after conducting a
13 diligent search, has produced all requested records that are in the Contractor's possession or
14 control, or (b) provide to the County a written statement that the Contractor, after conducting a
15 diligent search, does not possess or control any of the requested records. The Contractor shall
16 cooperate with the County with respect to any County demand for such records. If the
17 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
18 CPRA or other applicable law, it must deliver the record or data to the County and assert the
19 exemption by citation to specific legal authority within the written statement that it provides to
20 the County under this section. The Contractor's assertion of any exemption from disclosure is
21 not binding on the County, but the County will give at least 10 days' advance written notice to
22 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
23 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
24 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
25 failure to produce any such records, or failure to cooperate with the County with respect to any
26 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 E to this Agreement) and submitting it to the
8 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. The Contractor acknowledges that County employees have no authority to
17 modify this Agreement except as expressly provided in this Agreement.

18 15.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
19 under this Agreement without the prior written consent of the other party.

20 15.3 **Governing Law.** The laws of the State of California govern all matters arising from
21 or related to this Agreement.

22 15.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
23 County, California. Contractor consents to California jurisdiction for actions arising from or
24 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
25 brought and maintained in Fresno County.

26 15.5 **Construction.** The final form of this Agreement is the result of the parties’ combined
27 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
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1 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
2 against either party.

3 15.6 **Days.** Unless otherwise specified, “days” means calendar days.

4 15.7 **Headings.** The headings and section titles in this Agreement are for convenience
5 only and are not part of this Agreement.

6 15.8 **Severability.** If anything in this Agreement is found by a court of competent
7 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
8 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
9 this Agreement with lawful and enforceable terms intended to accomplish the parties’ original
10 intent.

11 15.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
12 not unlawfully discriminate against any employee or applicant for employment, or recipient of
13 services, because of race, religious creed, color, national origin, ancestry, physical disability,
14 mental disability, medical condition, genetic information, marital status, sex, gender, gender
15 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
16 all applicable State of California and federal statutes and regulation.

17 15.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
18 of the Contractor under this Agreement on any one or more occasions is not a waiver of
19 performance of any continuing or other obligation of the Contractor and does not prohibit
20 enforcement by the County of any obligation on any other occasion.

21 15.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
22 between the Contractor and the County with respect to the subject matter of this Agreement,
23 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
24 publications, and understandings of any nature unless those things are expressly included in
25 this Agreement. If there is any inconsistency between the terms of this Agreement without its
26 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
27 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
28 exhibits.

1 15.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
2 create any rights or obligations for any person or entity except for the parties.

3 15.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

9 15.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
10 electronic signature as provided in this section.

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

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

21 (C) The provisions of this section satisfy the requirements of Civil Code section
22 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
23 Part 2, Title 2.5, beginning with section 1633.1).

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

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

2 CENTRAL CALIFORNIA FACULTY
3 MEDICAL GROUP, INC.

COUNTY OF FRESNO

4 DocuSigned by:

Joyce Fields-Keene, MPA

738E00705B38432...

5 _____
6 Joyce Fields-Keene, MPA, CMPE
7 Chief Executive Officer
8 2625 E. Divisadero Street
9 Fresno, CA 93721

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

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

By: _____
Deputy

11 For accounting use only:

12 Org No.: 5620
13 Account No.: 7295
14 Fund No.: 0001
15 Subclass No.:
16 10000

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Exhibit A

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Scope of Services

- A. Contractor shall provide Physician Consultation Services in the State of California, subject to COUNTY approval to perform consultation and administrative management assistance as needed.
- B. All physicians supplied under this Agreement shall:
 - 1) Be licensed to practice medicine in the State of California; and
 - 2) Be acceptable to County.
- C. It is acknowledged between both parties to this Agreement that sixty (60) days prior to the assignment of any new physician to the Department of Public Health, Contractor shall provide to County the name(s), qualifications, and work history of physician(s) being considered.
In this regard:
 - 1) County reserves the right to review qualifications and/or work history.
 - 2) County reserves the right to reject any physician regardless of qualifications and/or work history.
 - 3) Contractor shall furnish County with Physician services as stated in this Exhibit A for an average of forty-five (45) hours each month as mutually scheduled between County and Contractor. As part of its commitment to this Agreement, the designated Physician(s) shall:
 - i. Be the point of contact for consults regarding individual cases of Carbapenemase Producing Organisms (CPO's), Multidrug Resistant Organisms, and Outbreaks of reportable communicable diseases in congregate settings such as Acute Care Hospitals and Skilled Nursing Facilities (SNF), as needed.
 - ii. Perform on-site assessments in response to outbreaks for mitigation and in support of Healthcare Associated Infection (HAI) prevention.
 - iii. Attend the Central Region SNF IP meeting monthly.
 - iv. Complete IP training courses as assigned/available.

Exhibit A

- 1 v. Present on HAI related topics- as requested.
- 2 vi. Long Term Project: Implementation of Antibiotic Stewardship programs in
- 3 targeted facilities (in collaboration with CDPH HAI and HSAG
- 4 vii. Purpose: Promote and measure appropriate antimicrobial use by
- 5 optimizing antimicrobial selection, dosing, route, and duration.
- 6 viii. Provide medical consultation to Public Health Nurses on subjects related
- 7 to Maternal, Children, and Adolescent Health (MCAH).
- 8 ix. Participate in case conferences.
- 9 x. Represent MCAH division and/or participate in Local Task Forces,
- 10 Community Advisory Boards (CAB), and/or Case Review Teams (CRT)
- 11 xi. Provide medical presentations to staff within the Public Health
- 12 Department.
- 13 xii. Participate or provide trainings as needed for Public Health Nursing staff,
- 14 Perinatal Service Provider's Round tables, and Central Valley Perinatal
- 15 Symposium.
- 16 xiii. Review flyers, newsletters, Health Advisory and Alerts for distribution
- 17 xiv. Advocate for Public Health Nursing case management referrals and
- 18 health promotions within the department.
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Exhibit B

Compensation

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

5 (A) County agrees to pay Contractor and Contractor agrees to receive compensation
6 for services satisfactorily performed at an hourly rate of \$160.00.

7 (B) County agrees to provide an additional 15% administrative fee, based upon the
8 assigned physician's specialty rate.

9 (C) County agrees to reimburse Contractor all pre-approved expenses incurred in
10 supplying services upon Contractor's provision of substantiating documentation.

11 (D) County agrees Fresno County Department of Public Health Director can approve
12 a Consumer Price Index (CPI) rate not to exceed three percent annually.

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Exhibit C

Insurance Requirements

2.1 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) **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.

2.2 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.

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

Data Security

1. Definitions

Capitalized terms used in this Exhibit D have the meanings set forth in this section 1.

- (A) **“Authorized Employees”** means the Contractor’s employees who have access to Personal Information.
- (B) **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit D.
- (C) **“Director”** means the County’s Director of the Department of Public Health or his or her designee.
- (D) **“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- (E) **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.
- (F) **“Personal Information”** means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- (G) **“Privacy Practices Complaint”** means a complaint received by the County relating to the Contractor’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit D.
- (H) **“Security Safeguards”** means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit D.

Exhibit D

- (I) **“Security Breach”** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.
- (J) **“Use”** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

2. Standard of Care

- (A) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- (B) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor’s, or any Authorized Person’s, Use of that Personal Information.
- (C) The Contractor agrees and covenants in favor of the Country that the Contractor shall:
 - i. keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;
 - ii. Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit D;
 - iii. not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor’s own purposes or for the benefit of anyone other than the County, without the County’s express prior written consent, which the County may give or withhold in its sole and absolute discretion; and
 - iv. not, directly or indirectly, Disclose Personal Information to any person (an “Unauthorized Third Party”) other than Authorized Persons pursuant to this Agreement, without the Director’s express prior written consent.
- (D) Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County

Exhibit D

before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

- (E) The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor's own actions and omissions.

3. Information Security

(A) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.

(B) The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.

(C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit D, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:

- i. limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
- ii. ensuring that all of the Contractor's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
- iii. to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b)

Exhibit D

employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;

- iv. encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);
- v. strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information;
- vi. having a patch management process including installation of all operating system and software vendor security patches;
- vii. maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and
- viii. providing appropriate privacy and information security training to Authorized Employees.

(D) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit D. The Contractor shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.

(E) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.

(F) The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be

Exhibit D

available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

- (G) The Contractor shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

4. Security Breach Procedures

- (A) Immediately upon the Contractor's awareness or reasonable belief of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, (559) 600-6439 followed promptly by email at the following email address: DPHcontracts@fresnocountyca.gov (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- (B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit D, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:
- i. assisting the County in conducting any investigation;
 - ii. providing the County with physical access to the facilities and operations affected;
 - iii. facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and
 - iv. making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary by the County, and the Contractor shall provide a written report of the investigation and reporting required to the Director within 30 days after the Contractor's discovery of the Security Breach.

- (C) County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of that

Exhibit D

notification, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit D, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.

- (D) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit D.
- (E) The Contractor agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

5. Oversight of Security Compliance

- (A) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- (B) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit D, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit D.
- (C) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit D. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the

Exhibit D

Contractor and such Authorized Persons or amending any written agreements to provide same.

6. Return or Destruction of Personal Information. Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit D, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County according, specifying the reason, and continue to extend the protections of this Exhibit D to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. The Contractor's obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

7. Equitable Relief. The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit D may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

8. Indemnity. The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including reasonable attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit D and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit D or arising out of or resulting from the Contractor's failure to comply with any of its obligations under this section 8. The provisions of this section 8 do not apply to the acts or omissions of the

Exhibit D

County. The provisions of this section 8 are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The provisions of this section 8 shall survive the termination of this Agreement.

9. Survival. The respective rights and obligations of the Contractor and the County as stated in this Exhibit D shall survive the termination of this Agreement.

10. No Third Party Beneficiary. Nothing express or implied in the provisions of in this Exhibit D is intended to confer, nor shall anything in this Exhibit D confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

11. No County Warranty. The County does not make any warranty or representation whether any Personal Information in the Contractor's (or any Authorized Person's) possession or control or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.

Exhibit E

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

11. Enter board member's name, job title (if applicable), and date this disclosure is being made.
12. Enter the board member's company/agency name and address.
13. 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.
14. 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 E

(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:	