

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

MASTER SERVICE AGREEMENT

This Master Service Agreement (“Agreement”) is effective upon final signature and is between each Contractor listed in Exhibit A “List of Contractors”, attached hereto and by this reference incorporated herein, and collectively hereinafter referred to as “Contractor(s)”, and the County of Fresno, a political subdivision of the State of California (“County”). Such additional Contractor(s) as may, from time to time during the term of this Agreement, be added by County. Reference in this Agreement to “party” or “parties” shall be understood to refer to County and each individual Contractor, unless otherwise specified.

Recitals

- A. County, through its Department of Public Health (DPH), is in need of qualified agencies to provide recruiting services for temporary staffing of Licensed Vocational Nurses (LVN); and
- B. Contractor(s) is qualified and willing to provide said services pursuant to the terms and conditions of this Agreement.

The parties therefore agree as follows:

Article 1

Contractor’s Services

- 1.1 **Scope of Services.** Contractor(s) shall perform all of the services provided in Exhibit B to this Agreement, titled “Scope of Services.”
- 1.2 **Representation.** Contractor(s) represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.
- 1.3 **Compliance with Laws.** Contractor(s) shall, at its own cost, comply with all applicable Federal, State, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.
- 1.4 **Licenses/Certifications.** Contractor(s) warrants that it possesses all licenses and certificates required by local, State of California and/or Federal laws and regulations for the conduct of its business and shall operate its business in accordance with all applicable laws and regulations. Contractor(s) further warrants that all of its personnel performing services under this

1 Agreement shall be licensed and certified where required, to lawfully perform their duties and
2 shall maintain such licensure and certifications throughout the term of this Agreement.
3 Contractor(s) shall maintain copies of all licenses and certifications noted above and shall allow
4 County to review these documents upon request. Contractor(s) shall provide qualified
5 individuals that reside in Fresno County to provide services.

6 1.5 **Meetings.** Contractor(s) shall participate in monthly, or as needed, workgroup
7 meetings consisting of staff from County's DPH, to discuss data reporting, outcomes, training,
8 policies and procedures, overall program operations, billing, contract compliance, and any
9 problems or foreseeable issues that arise.

10 1.6 **Reports.** Contractor(s) shall submit the following reports:

11 (A) Monthly Staffing Report

12 Contractor(s) shall submit a monthly staffing report to County by the 10th of the
13 month, on a template agreed upon by County that includes, but is not limited to,
14 all direct service staff, applicable licensure/certifications, and full-time hours
15 worked to be used as a tracking tool to determine if Contractor(s) program is
16 staffed according to services provided under this Agreement. Reporting
17 requirements are subject to change at County DPH's discretion.

18 (B) Additional Reports

19 Contractor(s) shall furnish to County such statements, records, reports, data, and
20 other information as County's DPH may request pertaining to matters covered by
21 this Agreement. In the event that Contractor(s) fails to provide such reports or
22 other information required hereunder, it shall be deemed sufficient cause for
23 County to withhold monthly payments until there is compliance. In addition,
24 Contractor(s) shall provide written notification and explanation to County within
25 five (5) days of any funds received from another source to conduct the same
26 services covered by this Agreement.

27 1.7 Contractor(s) also agree that inclusion of Contractors on Exhibit A does not
28 constitute a guarantee or promise that any Contractor shall provide any certain amount of

1 services to County under this Agreement. The determination of which Contractor shall provide
2 service is for the convenience of the County. This is a non-exclusive agreement. The County
3 reserves the right to engage or not engage any of the Contractors under this Agreement, and to
4 engage any other person or entity for the same or similar services under any other agreement,
5 or hire its own forces.

6 **Article 2**

7 **Compensation, Invoices, and Payments**

8 2.1 The County agrees to pay, and the Contractor(s) agrees to receive, compensation
9 for the successful placement of staff under this Agreement as described in this section and in
10 accordance with the compensation rates set forth in Exhibit C-1, *et. seq.* "Service Rates and
11 Compensation" and in accordance with the compensation rates identified by each Contractor(s)
12 within their respective "Services and Compensation", as set forth herein as Exhibit C-1 *et. seq.*

13 2.2 **Restrictions and Limitations.** This Agreement shall be subject to any restrictions,
14 limitations, and/or conditions imposed by County or State or Federal funding sources that may
15 in any way effect the fiscal provisions of, or funding for this Agreement. This Agreement is also
16 contingent upon sufficient funds being made available by County, State, or Federal funding
17 sources for the term of the Agreement.

18 Funding is provided by fiscal year. For the purposes of this Agreement, the fiscal
19 year begins July 1 and ends the following June 30.

20 2.3 **Maximum Compensation.** The maximum compensation to be paid by County to
21 Contractor(s) under this Agreement is Three Hundred Ninety Thousand and No/100 Dollars
22 (\$390,000.00).

23 The maximum compensation to be paid from the effective date through June 30,
24 2025 shall not exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00).

25 The maximum compensation to be paid for the period of July 1, 2025 through June
26 30, 2026 shall not exceed Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00).

27 It is acknowledged by all parties hereto that the rate(s) specified in Exhibit C-1 *et.*
28 *seq.* "Service Rates and Compensation" may change during the term of this Agreement and

1 such rate changes must be approved by County upon receipt of a written application for such a
2 rate increase no less than 90 calendar days prior to the proposed effective date of such rate
3 change. Any such rate increase shall be reviewed and approved at County's discretion. It is also
4 acknowledged that as additional Contractors may be added to this Agreement, Exhibit C-1 *et*.
5 *seq.* shall be updated to include specific "Service Rates and Compensation" which includes
6 services and rates for each Contractor and shall be effective upon approval and execution by
7 County.

8 Contractor(s) acknowledges that the County is a local government entity and does so
9 with notice that the County's powers are limited by the California Constitution and by State law,
10 and with notice that Contractor(s) may receive compensation under this Agreement only for
11 services performed according to the terms of this Agreement and while this Agreement is in
12 effect, and subject to the maximum compensation amount payable under this section.

13 Contractor(s) further acknowledges that County employees have no authority to pay
14 Contractor(s) except as expressly provided in this Agreement.

15 2.4 **Invoices.** Contractor(s) shall submit monthly invoices electronically to 1)
16 dphboap@fresnocountyca.gov, and 2) dphpersonnel@fresnocountyca.gov with a copy to the
17 assigned County's DPH Staff Analyst. Contractor(s) shall submit each invoice by the tenth (10th)
18 day of each month for actual services performed during the prior month. Contractor(s) shall
19 invoice County for services monthly, in arrears, in the format directed by the County.

20 At the discretion of County's DPH Director, or designee, if an invoice is incorrect or is
21 otherwise not in proper form or substance, County's DPH Director, or designee, shall have the
22 right to withhold payment as to only that portion of the invoice that is incorrect or improper after
23 five (5) days prior written notice to Contractor(s). Contractor(s) agree to continue to provide
24 services for a period of ninety (90) days after notification of an incorrect or improper invoice. If
25 after the ninety (90) day period, the invoice(s) is still not corrected to County DPH's satisfaction,
26 the County's DPH Director, or designee, may elect to terminate this Agreement, pursuant to the
27 termination provisions stated in Article 5 of this Agreement. In addition, for invoices received
28 sixty (60) days after the expiration of each term of this Agreement or termination of this

1 Agreement, at the discretion of County's DPH Director, or designee, County's DPH shall have
2 the right to deny payment of any additional invoices received.

3 Contractor(s) shall submit monthly invoices and supporting documentation that
4 itemize the monthly service costs per applicable compensation rates as identified in Exhibit C-1
5 *et. seq.* Invoice and supporting documentation will serve as tracking tools to determine if
6 Contractor(s) service costs are in accordance with its negotiated rates, as set forth in Exhibit C-
7 1 *et. seq.*

8 Contractor(s) must maintain financial records for a period of ten (10) years or until
9 any dispute, audit or inspection is resolved, whichever is later. Contractor(s) will be responsible
10 for any disallowances related to inadequate documentation.

11 All final invoices shall be submitted by Contractor(s) within sixty (60) days following
12 the final month of services for which payment is claimed. No action shall be taken by County on
13 invoices submitted beyond the sixty (60) day closeout period. Any compensation which is not
14 expended by Contractor(s) pursuant to the terms and conditions of this Agreement shall
15 automatically revert to County.

16 2.5 **Payment.** The County shall pay each correctly completed and timely submitted
17 invoice within forty-five (45) days after receipt. The County shall remit any payment to the
18 Contractor(s)'s address specified in the invoice.

19 (A) Payments shall be made by County to Contractor(s) in arrears, for services
20 provided during the preceding month, within forty-five (45) days after the date of receipt and
21 approval by County of the monthly invoicing as described in this Article. Payments shall be
22 made after receipt and verification of hours worked by each staff person and shall be submitted
23 to the County in one consolidated invoice on a monthly basis by the tenth (10th) of the month
24 following the month of said expenditures.

25 (B) County shall not be obligated to make any payments under this Agreement if the
26 request for payment is received by County more than sixty (60) days after this Agreement has
27 terminated or expired.

28 ///

1 (C) The services provided by Contractor(s) under this Agreement are funded in
2 whole or in part by the State of California. In the event that funding for these services is delayed
3 by the State Controller, County may defer payments to Contractor(s). The amount of the
4 deferred payment shall not exceed the amount of funding delayed by the State Controller to the
5 County. The period of time of the deferral by County shall not exceed the period of time of the
6 State Controller's delay of payment to County plus forty-five (45) days.

7 2.6 **Incidental Expenses.** Contractor(s) is solely responsible for all of its costs and
8 expenses that are not specified as payable by the County under this Agreement.

9 2.7 **Additional Financial Requirements.** County has the right to monitor the
10 performance of this Agreement to ensure the accuracy of claims for reimbursement and
11 compliance with all applicable laws and regulations.

12 **Article 3**

13 **Term of Agreement**

14 3.1 **Term.** This Agreement is effective on the date that the parties sign this Agreement
15 and terminates on June 30, 2025, except as provided in section 4.2, "Extension," or Article 5,
16 "Termination and Suspension," below.

17 3.2 **Extension.** The term of this Agreement may be extended for no more than one, one-
18 year period only upon written approval of both parties at least thirty (30) days before the first day
19 of the one-year extension period. The County's DPH Director, or designee, is authorized to sign
20 the written approval on behalf of the County based on the Contractor(s)'s satisfactory
21 performance. The extension of this Agreement by the County is not a waiver or compromise of
22 any default or breach of this Agreement by Contractor(s) existing at the time of the extension
23 whether or not known to the County.

24 **Article 4**

25 **Notices**

26 4.1 **Contact Information.** The persons and their addresses having authority to give and
27 receive notices provided for or permitted under this Agreement include the following:

28 ///

1 **For the County:**
2 Director, Department of Public Health
3 County of Fresno
4 P.O. Box 11867
5 Fresno, CA 93775
6 dphcontracts@fresnocountyca.gov

7 **For the Contractor(s):**
8 See Exhibit A "List of Contractors"

9 4.2 **Change of Contact Information.** Either party may change the information in section
10 5.1 by giving notice as provided in section 5.3.

11 4.3 **Method of Delivery.** Each notice between the County and Contractor(s) provided for
12 or permitted under this Agreement must be in writing, state that it is a notice provided under this
13 Agreement, and be delivered either by personal service, by first-class United States mail, by an
14 overnight commercial courier service, by telephonic facsimile transmission, or by Portable
15 Document Format (PDF) document attached to an email.

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

17 (B) A notice delivered by first-class United States mail is effective three (3) County
18 business days after deposit in the United States mail, postage prepaid, addressed to the
19 recipient.

20 (C) A notice delivered by an overnight commercial courier service is effective one (1)
21 County business day after deposit with the overnight commercial courier service,
22 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
23 the recipient.

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

 4.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
 nothing in this Agreement establishes, waives, or modifies any claims presentation

1 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
2 of Title 1 of the Government Code, beginning with section 810).

3 **4.5 Notification of Changes.** Contractor(s) shall notify County in writing of any change
4 in organizational name, head of service or principal business, at least ninety (90) days in
5 advance of the change.

6 Contractor(s) must immediately notify County of a change in ownership,
7 organizational status, licensure, or ability of Contractor(s) to provide the quantity or quality of the
8 contracted services.

9 **Article 5**

10 **Termination and Suspension**

11 **5.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
12 contingent on the approval of funds by the appropriating government agency. If sufficient funds
13 are not allocated, then the County, upon at least 30 days' advance written notice to
14 Contractor(s), may:

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

16 (B) Terminate this Agreement.

17 **5.2 Termination for Breach.**

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

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

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

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

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

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

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

2 5.3 **Termination without Cause.** In circumstances other than those set forth above, the
3 County may terminate this Agreement by giving at least thirty (30) days advance written notice
4 to Contractor(s).

5 5.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County
6 under this Article 5 is without penalty to or further obligation of the County.

7 5.5 **County's Rights upon Termination.** Upon termination for breach under this Article
8 5, the County may demand repayment by Contractor(s) of any monies disbursed to
9 Contractor(s) under this Agreement that, in the County's sole judgment, were not expended in
10 compliance with this Agreement. Contractor(s) shall promptly refund all such monies upon
11 demand. This section survives the termination of this Agreement.

12 **Article 6**

13 6.1 **Services Funding Source.** Funding for these services may be provided by the one
14 or more of the following funding sources: California Department of Public Health Immunization
15 Local Assistance Grant Funds, COVID-19 Emergency Grant Funds, Tuberculosis Control
16 Branch Base Award, and/or other additional funding made available through Federal, State, or
17 Local legislation.

18 **Article 7**

19 **Federal Funding Terms and Conditions**

20 7.1 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary**
21 **Exclusion-Lower Tier Covered Transactions.**

22 (A) County and Contractor(s) recognize that if Contractor(s) is a recipient of Federal
23 funds under the terms of this Agreement. By signing this Agreement, Contractor(s)
24 agrees to comply with applicable Federal suspension and debarment regulations,
25 including but not limited to: 7 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and
26 Executive Order 12549. By signing this Agreement, Contractor(s) attests to the best of
27 its knowledge and belief, that it and its principals:
28

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

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

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

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

18 **7.2 Property of County.** Contractor(s) agrees to take reasonable and prudent steps to
19 ensure the security of any and all said hardware and software provided to it by County under
20 this Agreement, to maintain replacement-value insurance coverages on said hardware and
21 software of like kind and quality approved by County.

22 All purchases over Five Thousand Dollars (\$5,000) made during the life of this Agreement
23 that will outlive the life of this Agreement shall be identified as fixed assets with an assigned
24 Fresno County Department of Public Health (DPH) Accounting Inventory Number. These fixed
25 assets shall be retained by County, as County property, in the event this Agreement is
26 terminated or upon expiration of this Agreement. Contractor(s) agrees to participate in an
27 annual inventory of all County fixed assets and shall be physically present when fixed assets
28 are returned to County possession at the termination or expiration of this Agreement.

1 Contractor(s) is responsible for returning to County all County owned fixed assets upon the
2 expiration or termination of this Agreement.

3 **7.3 Prohibition on Publicity.** None of the funds, materials, property or services
4 provided directly or indirectly under this Agreement shall be used for Contractor(s)'s advertising,
5 fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the
6 purpose of self-promotion. Notwithstanding the above, publicity of the services described in
7 Paragraph One (1) of this Agreement shall be allowed as necessary to raise public awareness
8 about the availability of such specific services when approved in advance by the County's DPH
9 Director or designee for such items as written/printed materials, the use of media (i.e., radio,
10 television, newspapers) and any other related expense(s).

11 **7.4 Conflict of Interest.** No officer, employee or agent of the County who exercises any
12 function or responsibility for planning and carrying out of the services provided under this
13 Agreement shall have any direct or indirect personal financial interest in this Agreement. In
14 addition, no employee of the County shall be employed by Contractor(s) under this Agreement
15 to fulfill any contractual obligations with the County. Contractor(s) shall comply with all Federal,
16 State of California and local conflict of interest laws, statutes and regulations, which shall be
17 applicable to all parties and beneficiaries under this Agreement and any officer, employee or
18 agent of the County.

19 **7.4 Change of Leadership/Management.** In the event of any change in the status of
20 Contractor(s)'s leadership or management, Contractor(s) shall provide written notice to County
21 within thirty (30) days from the date of change. Such notification shall include any new leader or
22 manager's name, address and qualifications. "Leadership or management" shall include any
23 employee, member, or owner of Contractor(s) who either a) directs individuals providing
24 services pursuant to this Agreement, b) exercises control over the manner in which services are
25 provided, or c) has authority over Contractor(s)'s finances.

26 **7.5 Lobbying Activity.** None of the funds provided under this Agreement shall be used
27 for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending
28 in the Congress of the United States of America or the Legislature of the State of California.

1 7.6 **State Energy Conservation.** Contractor(s) must comply with the mandatory
2 standards and policies relating to energy efficiency, which are contained in the State Energy
3 Conservation Plan issued in compliance with 42 United States (US) Code sections 6321, et.
4 seq.

5 7.7 **Clean Air and Water.** In the event the funding under this Agreement exceeds One
6 Hundred Fifty Thousand and No/100 Dollars (\$150,000), Contractor(s) shall comply with all
7 applicable standards, orders or requirements issued under the Clean Air Act contained in 42
8 U.S. Code 7601 et seq; the Clean Water Act contained in U.S. Code 1368 et seq.; and any
9 standards, laws and regulations, promulgated thereunder. Under these laws and regulations,
10 Contractor(s) shall assure:

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

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

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

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

21 7.8 **Audits and Inspections.** Contractor(s) shall at any time during business hours, and
22 as often as the County may deem necessary, make available to the County for examination all
23 of its records and data with respect to the matters covered by this Agreement. Contractor(s)
24 shall, upon request by the County, permit the County to audit and inspect all of such records
25 and data necessary to ensure Contractor(s)'s compliance with the terms of this Agreement.

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

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

12 **Article 8**

13 **Confidentiality**

14 8.1 **Confidentiality.** All services performed by Contractor(s) under this Agreement shall
15 be in strict conformance with all applicable Federal, State of California and/or local laws and
16 regulations relating to confidentiality. In addition, Contractor(s) agrees to abide by the terms and
17 conditions of the Business Associate Agreement attached hereto as Exhibit D.

18 **Article 9**

19 **Independent Contractor**

20 9.1 **Status.** In performing under this Agreement, Contractor(s), including its officers,
21 agents, employees, and volunteers, is at all times acting and performing as an independent
22 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
23 venturer, partner, or associate of the County.

24 9.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
25 manner or method of Contractor(s)'s performance under this Agreement, but the County may
26 verify that Contractor(s) is performing according to the terms of this Agreement.

27 9.3 **Benefits.** Because of its status as an independent contractor, Contractor(s) has no
28 right to employment rights or benefits available to County employees. Contractor(s) is solely

1 responsible for providing to its own employees all employee benefits required by law.
2 Contractor(s) shall save the County harmless from all matters relating to the payment of
3 Contractor(s)'s employees, including compliance with Social Security withholding and all related
4 regulations.

5 9.4 **Services to Others.** The parties acknowledge that, during the term of this
6 Agreement, Contractor(s) may provide services to others unrelated to the County.

7 **Article 10**

8 **Indemnity and Defense**

9 10.1 **Indemnity.** Contractor(s) shall indemnify and hold harmless and defend the County
10 (including its officers, agents, employees, and volunteers) against all claims, demands, injuries,
11 damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of
12 any kind to the County, Contractor(s), or any third party that arise from or relate to the
13 performance or failure to perform by Contractor(s) (or any of its officers, agents, subcontractors,
14 or employees) under this Agreement. The County may conduct or participate in its own defense
15 without affecting Contractor(s)'s obligation to indemnify and hold harmless or defend the
16 County. Contractor(s) agrees to indemnify County for Federal and/or State of California audit
17 exceptions resulting from non-compliance herein on the part of Contractor(s).

18 10.2 **Survival.** This Article 10 survives the termination of this Agreement.

19 **Article 11**

20 **Insurance**

21 11.1 Contractor(s) shall comply with all the insurance requirements in Exhibit E to this
22 Agreement.

23 **Article 12**

24 **Assurances**

25 12.1 **Certification of Non-Exclusion or Suspension from Participation in a Federal**
26 **Health Care Program.**

27 (A) In entering into this Agreement, Contractor(s) certifies that it is not excluded from
28 participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social

1 Security Act. Failure to so certify will render all provisions of this Agreement null and void and
2 may result in the immediate termination of this Agreement.

3 (B) In entering into this Agreement, Contractor(s) certifies, that Contractor(s) does
4 not employ or subcontract with providers or have other relationships with providers excluded
5 from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or
6 procurement activities, as set forth in 42 C.F.R. §438.610. Contractor(s) shall conduct initial and
7 monthly exclusion and suspension searches of the following databases and provide evidence of
8 these completed searches of the following databases when requested by County, DHCS, or the
9 U.S. Department of Health and Human Services (DHHS):

10 (1) www.oig.hhs.gov/exclusions - Office of Inspector General's List of Excluded
11 Individuals/Entities (LEIE) Federal Exclusions.

12 (2) www.sam.gov/content/exclusions - General Service Administration (GSA)
13 Exclusions Extract.

14 (3) www.medi-cal.ca.gov – Suspended and Ineligible Provider List

15 (4) <https://nppes.cms.hhs.gov/#/> - National Plan and Provider Enumeration
16 System (NPPES)

17 (5) Any other database required by DHCS or U.S. DHHS.

18 (C) In entering into this Agreement, Contractor(s) certifies, that Contractor(s) does
19 not employ staff or individual contractors/vendors that are on the Social Security
20 Administration's Death Master File. Contractor(s) shall check the following database prior to
21 employing staff or individual contractors/vendors and provide evidence of these completed
22 searches when requested by the County, DHCS or the U.S. DHHS.

23 (1) <https://www.ssdmf.com/> - Social Security Death Master File.

24 (D) Contractor(s) is required to notify County immediately if Contractor(s) becomes
25 aware of any information that may indicate their (including employees/staff and individual
26 contractors/vendors) potential placement on an exclusion list.

27 (E) Contractor(s) shall screen and periodically revalidate all network providers in
28 accordance with the requirements of 42 C.F.R., Part 455, Subparts B and E.

1 (F) Contractor(s) must confirm the identity and determine the exclusion status of all
2 its providers, as well as any person with an ownership or control interest, or who is an agent or
3 managing employee of the contracted agency through routine checks of Federal and State
4 databases. This includes the Social Security Administration's Death Master File, NPPES, the
5 Office of the Investor' General's LEIE, the Medi-Cal Suspended and Ineligible Provider List (S&I
6 List) as consistent with the requirements of 42 C.F.R. § 455.436.

7
8 (G) If Contractor(s) finds a provider that is excluded, it must promptly notify the
9 County as per 42 C.F.R. § 438.608(a)(2),(4). Contractor(s) shall not invoice County for excluded
10 providers, and any such inappropriate payments may be subject to recovery.

11 **Article 13**

12 **Inspections, Audits, and Public Records**

13 **13.1 Inspection of Documents.** Contractor(s) shall make available to the County, and
14 the County may examine at any time during business hours and as often as the County deems
15 necessary, all of Contractor(s)'s records and data with respect to the matters covered by this
16 Agreement, excluding attorney-client privileged communications. Contractor(s) shall, upon
17 request by the County, permit the County to audit and inspect all of such records and data to
18 ensure Contractor(s)'s compliance with the terms of this Agreement.

19 **13.2 State Audit Requirements.** If the compensation to be paid by the County under this
20 Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000), Contractor(s) is subject to
21 the examination and audit of the California State Auditor, as provided in Government Code
22 section 8546.7, for a period of three (3) years after final payment under this Agreement. This
23 section survives the termination of this Agreement. Additional Federal audit requirements may
24 apply if any portion of the compensation to be paid by the County under this Agreement is also
25 provided by Federal funding.

26 **11.3 Single Audit Clause.** If Contractor(s) expends Seven Hundred Fifty Thousand and
27 No/100 Dollars (\$750,000.00) or more in Federal and Federal flow-through monies,
28 Contractor(s) agrees to conduct an annual audit in accordance with the requirements of the

1 Single Audit Standards as set forth in Office of Management and Budget (OMB) 2 CFR 200.
2 Contractor(s) shall submit said audit and management letter to County. The audit must include
3 a statement of findings or a statement that there were no findings. If there were negative
4 findings, Contractor(s) must include a corrective action plan signed by an authorized individual.
5 Contractor(s) agrees to take action to correct any material non-compliance or weakness found
6 as a result of such audit. Such audit shall be delivered to County's DPH Finance Division for
7 review within nine (9) months of the end of any fiscal year in which funds were expended and/or
8 received for the program. Failure to perform the requisite audit functions as required by this
9 Agreement may result in County performing the necessary audit tasks, or at County's option,
10 contracting with a public accountant to perform said audit, or may result in the inability of County
11 to enter into future agreements with Contractor(s). All audit costs related to this Agreement are
12 the sole responsibility of Contractor(s).
13

14 A single audit report is not applicable if Contractor(s)'s Federal contracts do not
15 exceed the Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) requirement or
16 Contractor(s)'s only funding is through Medi-Cal. If a single audit is not applicable, a program
17 audit must be performed and a program audit report with management letter shall be submitted
18 by Contractor(s) to County as a minimum requirement to attest to Contractor(s) solvency. Said
19 audit report shall be delivered to County's DPH Finance Division for review no later than nine (9)
20 months after the close of the fiscal year in which the funds supplied through this Agreement are
21 expended. Failure to comply with this Act may result in County performing the necessary audit
22 tasks or contracting with a qualified accountant to perform said audit. All audit costs related to
23 this Agreement are the sole responsibility of Contractor(s) who agrees to take corrective action
24 to eliminate any material noncompliance or weakness found as a result of such audit. Audit
25 work performed by County under this paragraph shall be billed to Contractor(s) at County cost,
26 as determined by County's Auditor-Controller/Treasurer-Tax Collector.
27
28

Contractor(s) shall make available all records and accounts for inspection by County,

1 the State of California, if applicable, the Comptroller General of the United States, the Federal
2 Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a
3 period of at least three (3) years following final payment under this Agreement or the closure of
4 all other pending matters, whichever is later.

5 **13.3 Public Records.** The County is not limited in any manner with respect to its public
6 disclosure of this Agreement or any record or data that Contractor(s) may provide to the County.
7 The County's public disclosure of this Agreement or any record or data that Contractor(s) may
8 provide to the County may include but is not limited to the following:

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

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

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

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

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

27 (F) Any marking of confidentiality or restricted access upon or otherwise made with
28 respect to any record or data that Contractor(s) may provide to the County shall be

1 disregarded and have no effect on the County's right or duty to disclose to the public or
2 governmental agency any such record or data.

3 **13.4 Public Records Act Requests.** If the County receives a written or oral request
4 under the CPRA to publicly disclose any record that is in Contractor(s)'s possession or control,
5 and which the County has a right, under any provision of this Agreement or applicable law, to
6 possess or control, then the County may demand, in writing, that Contractor(s) deliver to the
7 County, for purposes of public disclosure, the requested records that may be in the possession
8 or control of Contractor(s). Within five business days after the County's demand, Contractor(s)
9 shall (a) deliver to the County all of the requested records that are in Contractor(s)'s possession
10 or control, together with a written statement that Contractor(s), after conducting a diligent
11 search, has produced all requested records that are in Contractor(s)'s possession or control, or
12 (b) provide to the County a written statement that Contractor(s), after conducting a diligent
13 search, does not possess or control any of the requested records. Contractor(s) shall cooperate
14 with the County with respect to any County demand for such records. If Contractor(s) wishes to
15 assert that any specific record or data is exempt from disclosure under the CPRA or other
16 applicable law, it must deliver the record or data to the County and assert the exemption by
17 citation to specific legal authority within the written statement that it provides to the County
18 under this section. Contractor(s)'s assertion of any exemption from disclosure is not binding on
19 the County, but the County will give at least 10 days' advance written notice to Contractor(s)
20 before disclosing any record subject to Contractor(s)'s assertion of exemption from disclosure.
21 Contractor(s) shall indemnify the County for any court-ordered award of costs or attorney's fees
22 under the CPRA that results from Contractor(s)'s delay, claim of exemption, failure to produce
23 any such records, or failure to cooperate with the County with respect to any County demand for
24 any such records.

25 **Article 14**

26 **Disclosure of Self-Dealing Transactions**

27 **14.1 Applicability.** This Article 14 applies if Contractor(s) is operating as a corporation, or
28 changes its status to operate as a corporation.

1 14.2 **Duty to Disclose.** If any member of Contractor(s)'s board of directors is party to a
2 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
3 "Self-Dealing Transaction Disclosure Form" (Exhibit F to this Agreement) and submitting it to the
4 County before commencing the transaction or immediately after.

5 14.3 **Definition.** "Self-dealing transaction" means a transaction to which Contractor(s) is a
6 party and in which one or more of its directors, as an individual, has a material financial interest.

7 **Article 15**

8 **Federal and State Laws**

9 15.1 **Health Insurance Portability and Accountability Act.** Contractor(s) shall comply
10 with HIPAA requirements in Exhibit D to this Agreement.

11 15.2 **Child Abuse Reporting Act.** Contractor(s) shall establish a procedure acceptable to
12 County's DPH Director, or designee, to ensure that all of Contractor(s)'s employees,
13 consultants, subcontractors, or agents described in the Child Abuse Reporting Act, Section
14 11166 *et. seq.* of the Penal Code, and performing services under this Agreement shall report all
15 known or suspected child abuse or neglect to a child protective agency as defined in Penal
16 Code Section 11165.9. This procedure shall include:

17 (A) A requirement that all Contractor(s)'s employees, consultants, subcontractors, or
18 agents performing services shall sign a statement that they know of and will comply with the
19 reporting requirements as defined in Penal Code Section 11166(a).

20 (B) Establishing procedures to ensure reporting even when employees, consultants,
21 subcontractors, or agents who are not required to report child abuse under Penal Code Section
22 11166(a), gain knowledge of or reasonably suspect that a child has been a victim of abuse or
23 neglect.

24 **Article 16**

25 16.1 **Data Security Requirements.** Contractor(s) shall comply with data security
26 requirements in Exhibit G to this Agreement.

1 **Article 17**

2 **General Terms**

3 17.1 **Modification.** Except as provided in Article 5, "Termination and Suspension," this
4 Agreement may not be modified, and no waiver is effective, except by written agreement signed
5 by both parties. Notwithstanding the above, changes to object levels in the budget, attached
6 hereto as Exhibit C, that do not exceed ten percent (10%) of the maximum compensation
7 payable to Contractor(s), may be made with the written approval of the County's Department of
8 Public Health Director, or designee. The ten percent (10%) budget modification maximum
9 applies to the cumulative adjustments made through the life of the Agreement. Additionally, said
10 budget changes shall not result in any change to the maximum compensation amount payable
11 to Contractor(s), nor shall it reduce the delivery of services or significantly modify the scope of
12 the services originally intended and approved under this Agreement, as stated herein.
13 Contractor(s) acknowledges that County employees have no authority to modify this Agreement
14 except as expressly provided in this Agreement.

15 17.2 **Separate Agreement.** It is mutually understood by the parties that this Agreement
16 does not, in any way, create a joint venture among Contractors. By execution of this Agreement,
17 Contractor(s) understand that a separate Agreement is formed between each individual
18 Contractor and County.

19 17.3 **Additions/Deletions of Contractor(s).** The County reserves the right at any time
20 during the Agreement to add Contractor(s) to those listed in Exhibit A "List of Contractors". It is
21 understood that any such additions will not effect the compensation paid to other Contractor(s),
22 and therefore such additions may be made with County without notice to or approval from the
23 Contractor(s) under this Agreement. The County's DPH Director, or designee, may remove a
24 Contractor from this Agreement where there is mutual written consent between the DPH
25 Director, or designee, and Contractor.

26 17.4 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
27 under this Agreement without the prior written consent of the other party.
28

1 17.5 **Governing Law.** The laws of the State of California govern all matters arising from
2 or related to this Agreement.

3 17.6 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
4 County, California. Contractor(s) consents to California jurisdiction for actions arising from or
5 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
6 brought and maintained in Fresno County.

7 17.7 **Construction.** The final form of this Agreement is the result of the parties' combined
8 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
9 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
10 against either party.

11 17.8 **Days.** Unless otherwise specified, "days" means calendar days.

12 17.9 **Headings.** The headings and section titles in this Agreement are for convenience
13 only and are not part of this Agreement.

14 17.10 **References to Laws and Rules.** In the event any law, regulation, or policy referred
15 to in this Agreement is amended during the term thereof, the parties hereto agree to comply with
16 the amended provision as of the effective date of such amendment.

17 17.11 **Severability.** If anything in this Agreement is found by a court of competent
18 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
19 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
20 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
21 intent.

22 17.12 **Nondiscrimination.** During the performance of this Agreement, Contractor(s) shall
23 not unlawfully discriminate against any employee or applicant for employment, or recipient of
24 services, because of race, religious creed, color, national origin, ancestry, physical disability,
25 mental disability, medical condition, genetic information, marital status, sex, gender, gender
26 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
27 all applicable State of California and federal statutes and regulation.

28 ///

1 Contractor(s) shall take affirmative action to ensure that services to persons served
2 are provided without use of any policy or practice that has the effect of discriminating on the
3 basis of race, color, religion, ancestry, marital status, national origin, ethnic group identification,
4 sex, sexual orientation, gender, gender identity, age, medical condition, genetic information,
5 health status, or need for health care services, or mental or physical disability.

6 17.13 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
7 of Contractor(s) under this Agreement on any one or more occasions is not a waiver of
8 performance of any continuing or other obligation of Contractor(s) and does not prohibit
9 enforcement by the County of any obligation on any other occasion.

10 17.14 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
11 between Contractor(s) and the County with respect to the subject matter of this Agreement, and
12 it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
13 publications, and understandings of any nature unless those things are expressly included in
14 this Agreement. If there is any inconsistency between the terms of this Agreement without its
15 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
16 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
17 exhibits.

18 17.15 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
19 create any rights or obligations for any person or entity except for the parties.

20 17.16 **Authorized Signature.** Contractor(s) represents and warrants to the County that:

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

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

26 17.17 **Electronic Signatures.** The parties agree that this Agreement may be executed by
27 electronic signature as provided in this section.

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

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

11 (C) The provisions of this section satisfy the requirements of Civil Code section
12 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
13 Part 2, Title 2.5, beginning with section 1633.1).

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

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

21 17.18 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
22 original, and all of which together constitute this Agreement.

23 [SIGNATURE PAGE FOLLOWS]
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

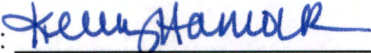
CONTRACTOR
See Exhibit A

COUNTY OF FRESNO



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

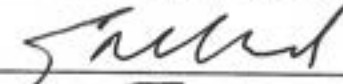
For accounting use only:

Org No.: 5620
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CONTRACTOR:

Wynden Stark LLC dba GQR Global Markets

By 

Print Name Josh Redland

Title EVP

Date 11.1.24

By _____

Print Name _____

Title _____

Date _____

**PLEASE SEE ADDITIONAL
SIGNATURE PAGES ATTACHED**

Mailing Address:
316 W 12th St, Suite 210
Austin, TX 78701
Phone (424) 348-0560
Contact: Executive Vice President

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CONTRACTOR:


Cell Staff LLC

By 

Print Name Eric Dodden

Title Vice President

Date 10/23/24

By 

Print Name Rami Isa

Title Managing Partner

Date 10/31/24

**PLEASE SEE ADDITIONAL
SIGNATURE PAGES ATTACHED**

Mailing Address:
1715 N Westshore Blvd, Suite 525
Tampa, FL 33607
Phone (855) 392-9310
Contact: Owner

1 **CONTRACTOR:**

2 **Amergis Healthcare Staffing, Inc.**

3 Signed by:
By *Austin Koehn*
E0FE80E0034040B...

4 Print Name Austin Koehn

5 Title Assistant Controller

6 Date 31-Oct-24

7 _____

8 By _____

9 Print Name _____

10 Title _____

11 Date _____

12 _____

13 _____

14 _____

15 _____

16 _____

17 _____

18 Mailing Address:
6715 N. Palm Ave, Suite 108
Fresno, California 93704
19 Phone (559) 490-5604
20 Contact: Business Development Manager

21 _____

22 _____

23 _____

24 _____

25 _____

26 _____

27 _____

28 _____

**PLEASE SEE ADDITIONAL
SIGNATURE PAGES ATTACHED**

1 **CONTRACTOR:**

2 **Worldwide Travel Staffing, Limited**

3 By 

4 Print Name Leo R. Blatz

5 Title C.E.O.

6 Date 10/24/2024

8 By _____

9 Print Name _____

10 Title _____

11 Date _____

- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Mailing Address:
2829 Sheridan Drive
Tonawanda, NY 14150
Phone (866) 633-3700
Contact: Director of Government Contracting

Exhibit A

List of Contractors

CONTRACTOR NAME	EXHIBIT REFERENCE
Wynden Stark, LLC dba GQR Global Markets	C-1
Cell Staff, LLC	C-2
Amergis Healthcare Staffing Services, Inc.	C-3
Worldwide Travel Staffing, Limited	C-4

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

Contact Information

- 1
2
3 1. Wynden Stark, LLC dba GQR Global Markets
4 Contact: Lily Kholina, Executive Vice President
5 316 W 12 St Suite 210
6 Austin, TX 78701
7 Phone: (424) 384-0560
8 Email: lily.kholina@gqr.com
9
- 10 2. Cell Staff, LLC
11 Contact: Rami Isa, Owner
12 1715 N Westshore Blvd Suite 525
13 Tampa, FL 33607
14 Phone: (855) 392-9310
15 Email: Bids@cellstaff.com
16
- 17 3. Amergis Healthcare Staffing Services, Inc.
18 Contact: Austin Koehn, Assistant Controller
19 6715 N. Palm Ave, Suite 108
20 Fresno, CA 93702
21 Phone: (559) 224-0299
22 Email: aukoehn@amergis.com
23
- 24 4. Worldwide Travel Staffing, Limited
25 Contact: Sam Giordano, Director of Government Contracting
26 2829 Sheridan Drive
27 Tonawanda, New York 14150
28 Phone: (866) 633-3700
Email: sgiardano@worlwidetravelstaffing.com

Exhibit B

Scope of Services

A. Description of Services:

Contractor(s) are temporary staffing recruiting firms specializing in the recruitment of the job classifications listed in each Contractor(s) Exhibit C-1 et. seq. which will assist in providing services to County's DPH programs and persons served.

Upon request of County's DPH Director, or designee, Contractor(s) shall identify and recruit qualified candidates who satisfy the criteria, as established by the County of Fresno.

County's DPH shall arrange interviews with candidates, and advance timely offers when appropriate.

B. Contractor(s) Responsibilities:

1. Be able to provide one or more of the identified staff classifications for a predetermined, temporary basis.
2. Refer qualified individuals that meet the specific criteria of their identified classification, within the timeframe specified by County's DPH.
3. Ensure acknowledgment with candidates, that all candidates are independent contractors, thus not employees of the County of Fresno, and are at will employees, as stated in Section 6 of this Agreement.
4. Although not employees of the County, candidates are to abide by all County rules and regulations upon commencing work duties with DPH.
5. Provide information regarding number of temporary staff available upon request from DPH.
 - a. Since candidates will not be County employees, staff wages will be paid by Contractor(s), which will be reflected on invoices submitted by Contractor(s) to DPH.
6. Ensure each candidate is trained in, and shall abide by, all Health Insurance Portability and Accountability Act (HIPAA), and all other confidentiality requirements, as set forth in Article 12 of the Agreement.

Exhibit B

- 1 7. Ensure each candidate remains in compliance with all professional certifications,
2 licenses, and any credentials required as part of their respective job classification,
3 throughout the entirety of their placement with DPH.
- 4 8. DPH has the authority to dismiss any candidate deemed incapable of performing
5 duties set forth within the specifications of their respective job classification.
- 6 9. Contractor(s) shall be responsible for ensuring recovery of any and all County
7 property checked out to temporary staff, either upon request or dismissal of staff.
8 This may include, but is not limited to:
 - 9 a. ID badge
 - 10 b. Laptop, bag, charger, etc.
 - 11 c. Desk keys
 - 12 d. Cell phone
- 13 10. It is acknowledged that staffing services are to be on a temporary basis. At the point
14 DPH no longer needs staffing services, DPH will notify Contractor(s) immediately
15 that staff will no longer be needed to report moving forward.
- 16 11. Contractor(s) will be compensated by County for staffing costs incurred to the point
17 of termination of the candidate.
 - 18 a. All staffing costs shall be represented by the hourly rate as set forth in each
19 respective Contractors' rates sheet (Exhibit C-1, et. seq.)
 - 20 b. No additional charges may be added, such as overtime, with the sole
21 exception of travel mileage cost incurred during a given workday where
22 temporary staff may need to travel between work sites, and only if pre-
23 approved and instructed by staff's assigned DPH supervisor.
 - 24 c. Mileage rates will be billed and paid to staff at the I.R.S. rate (\$0.67 per mile
25 at the time of execution of this agreement). Subsequent changes to the IRS
26 mileage rate shall become effective on the date published by the IRS. The
27 reimbursement will be paid dollar for dollar in those instances where staff are
28 eligible. There will be no mark up by Contractor(s) to this reimbursement.

Exhibit B

12. Staff Qualifications:

- a. Prior to providing candidates, Contractor(s) shall be required to present credentials, screen all candidates, provide complete background checks, curriculum vitae, certifications and licensure of candidates to DPH.
- b. Contractor(s) shall provide qualified candidates licensed to practice in the State of California and who are not debarred, excluded or suspended by any local, State, or Federal regulatory agency from practicing or billing for services to Medi-Cal.
- c. Contractor(s) shall provide qualified candidates immediately available and located within the County of Fresno.
- d. Qualifications may include but are not limited to possession of the following:
 - i. Valid Licensed Vocational Nurse's license issued by the State of California, Department of Consumer Affairs, Board of Vocational Nursing and Psychiatric Technicians.
 - ii. Valid California Driver's License.
 - iii. Valid Venipuncture Certification.
 - ix. Ability to participate in respiratory protection fit testing and comply with using the identified respirator when required on the job.
- e. Candidates must also be acceptable to County's DPH Director, or designee.
- f. Once a candidate is chosen, County staff will notify Contractor(s) of a start date for the candidate.

13. Reports

- a. Contractor(s) shall submit a monthly report along with each invoice using a template, as provided and periodically updated by County.
 - i. Report shall include, but is not limited to:
 1. Temporary Staff names
 2. Job titles
 3. Original start dates

Exhibit B

- 1 4. Total hours worked for corresponding month of service
- 2 5. Total miles billed for staff, if applicable
- 3 6. Assigned County supervisor
- 4 7. Name of individual who requested service
- 5 8. An account of all County owned equipment checked out to the
- 6 staff
- 7 9. Termination date should staff's services be ended during that
- 8 billing period.

9 ii. Report shall also include most current agency contact information for:

- 10 1. Recruitment activities
- 11 2. Billing
- 12 3. Administrative personnel for contract updates and legal updates

13 14. It shall be the responsibility of Contractor(s)'s staff to subscribe to and monitor the
14 email updates provided by County through the email service they implement.
15 Contractor(s) shall be responsible for informing any and all necessary agency staff of
16 those recruitments and updates that may come through these email updates
17 including but not limited to recruitment announcements, billing requirements, County
18 staff contact information updates, County policies, safety notices, and various County
19 updates.

20 15. Contractor(s) shall ensure that any and all emails sent regarding matters under this
21 agreement shall also include a CC to DPH Personnel

22 dphpersonnel@fresnocountyca.gov.

Exhibit C

SERVICE RATES AND COMPENSATION

Contractors will be compensated for performance of services under this agreement, as provided in this Exhibit C. Contractors are not entitled to any compensation except as expressly provided in this Exhibit C.

Wynden Stark, LLC dba GQR Global Markets will provide temporary staffing to the County of Fresno, Department of Public Health in accordance with the rates listed below.

Compensation

The hourly rate of pay is not to exceed the following for each position identified below:

Position	Rates
Licensed Vocational Nurse	--
Licensed Vocational Nurse (Traveler Rate)	\$85.00

The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by Contractor to this reimbursement.

No additional charges may be added, such as overtime, with the sole exception of travel mileage cost incurred during a given workday where temporary staff may need to travel between work sites, and only if pre-approved and instructed by staff's assigned supervisor.

Mileage rates will be billed and paid to staff at the I.R.S. rate (\$0.67 per mile at the time of execution of this agreement). Subsequent changes to the IRS mileage rate shall become effective on the date published by the IRS. The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by Contractor(s) to this reimbursement.

Traveler Rate positions require that the temp's primary residence be at least 60 miles away from their assigned work site. Utilization of the Traveler rates will need to be expressly acknowledged and approved by DPH at the time of hiring. Switching from the regular to the traveler rate will require a new job offer from DPH under the traveler rate and will only be effective and billable after the official start date under the new traveler rated position.

SERVICE RATES AND COMPENSATION

Contractors will be compensated for performance of services under this agreement, as provided in this Exhibit C. Contractors are not entitled to any compensation except as expressly provided in this Exhibit C.

Cell Staff, LLC will provide temporary staffing to the County of Fresno, Department of Public Health in accordance with the rates listed below.

Compensation

The hourly rate of pay is not to exceed the following for each position identified below:

Position	Rates
Licensed Vocational Nurse	\$47.25
Licensed Vocational Nurse (Traveler Rate)	\$52.25

The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by Contractor to this reimbursement.

No additional charges may be added, such as overtime, with the sole exception of travel mileage cost incurred during a given workday where temporary staff may need to travel between work sites, and only if pre-approved and instructed by staff's assigned supervisor.

Mileage rates will be billed and paid to staff at the I.R.S. rate (\$0.67 per mile at the time of execution of this agreement). Subsequent changes to the IRS mileage rate shall become effective on the date published by the IRS. The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by Contractor(s) to this reimbursement.

Traveler Rate positions require that the temp's primary residence be at least 60 miles away from their assigned work site. Utilization of the Traveler rates will need to be expressly acknowledged and approved by DPH at the time of hiring. Switching from the regular to the traveler rate will require a new job offer from DPH under the traveler rate and will only be effective and billable after the official start date under the new traveler rated position.

SERVICE RATES AND COMPENSATION

Contractors will be compensated for performance of services under this agreement, as provided in this Exhibit C. Contractors are not entitled to any compensation except as expressly provided in this Exhibit C.

Amergis Healthcare Staffing Services, Inc. will provide temporary staffing to the County of Fresno, Department of Public Health in accordance with the rates listed below.

Compensation

The hourly rate of pay is not to exceed the following for each position identified below:

Position	Rates
Licensed Vocational Nurse	\$53.00

The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by Contractor to this reimbursement.

No additional charges may be added, such as overtime, with the sole exception of travel mileage cost incurred during a given workday where temporary staff may need to travel between work sites, and only if pre-approved and instructed by staff's assigned supervisor.

Mileage rates will be billed and paid to staff at the I.R.S. rate (\$0.67 per mile at the time of execution of this agreement). Subsequent changes to the IRS mileage rate shall become effective on the date published by the IRS. The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by Contractor(s) to this reimbursement.

Traveler Rate positions require that the temp's primary residence be at least 60 miles away from their assigned work site. Utilization of the Traveler rates will need to be expressly acknowledged and approved by DPH at the time of hiring. Switching from the regular to the traveler rate will require a new job offer from DPH under the traveler rate and will only be effective and billable after the official start date under the new traveler rated position.

SERVICE RATES AND COMPENSATION

Contractors will be compensated for performance of services under this agreement, as provided in this Exhibit C. Contractors are not entitled to any compensation except as expressly provided in this Exhibit C.

Worldwide Travel Staffing, Limited will provide temporary staffing to the County of Fresno, Department of Public Health in accordance with the rates listed below.

Compensation

The hourly rate of pay is not to exceed the following for each position identified below:

Position	Rates
Licensed Vocational Nurse	\$57.75
Licensed Vocational Nurse (Traveler Rate)	\$67.75

The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by Contractor to this reimbursement.

No additional charges may be added, such as overtime, with the sole exception of travel mileage cost incurred during a given workday where temporary staff may need to travel between work sites, and only if pre-approved and instructed by staff's assigned supervisor.

Mileage rates will be billed and paid to staff at the I.R.S. rate (\$0.67 per mile at the time of execution of this agreement). Subsequent changes to the IRS mileage rate shall become effective on the date published by the IRS. The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by Contractor(s) to this reimbursement.

Traveler Rate positions require that the temp's primary residence be at least 60 miles away from their assigned work site. Utilization of the Traveler rates will need to be expressly acknowledged and approved by DPH at the time of hiring. Switching from the regular to the traveler rate will require a new job offer from DPH under the traveler rate and will only be effective and billable after the official start date under the new traveler rated position.

Exhibit D

Health Insurance Portability and Accountability Act (HIPAA)

1. The County is a “Covered Entity,” and Contractor(s) is a “Business Associate,” as these terms are defined by 45 CFR 160.103. In connection with providing services under the Agreement, the parties anticipate that Contractor(s) will create and/or receive Protected Health Information (“PHI”) from or on behalf of the County. The parties enter into this Business Associate Agreement (BAA) to comply with the Business Associate requirements of HIPAA, to govern the use and disclosures of PHI under this Agreement. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

The parties to this Agreement shall be in strict conformance with all applicable federal and State of California laws and regulations, including, but not limited to California Welfare and Institutions Code sections 5328, 10850, and 14100.2 *et seq.*; 42 CFR 2; 42 CFR 431; California Civil Code section 56 *et seq.*; the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), including, but not limited to, 45 CFR Parts 160, 45 CFR 162, and 45 CFR 164; the Health Information Technology for Economic and Clinical Health Act (“HITECH”) regarding the confidentiality and security of patient information, including, but not limited to 42 USC 17901 *et seq.*; and the Genetic Information Nondiscrimination Act (“GINA”) of 2008 regarding the confidentiality of genetic information.

Except as otherwise provided in this Agreement, Contractor(s), as a business associate of the County, may use or disclose Protected Health Information (“PHI”) to perform functions, activities or services for or on behalf of the County, as specified in this Agreement, provided that such use or disclosure shall not violate HIPAA Rules. The uses and disclosures of PHI may not be more expansive than those applicable to the County, as the “Covered Entity” under the HIPAA Rules, except as authorized for management, administrative or legal responsibilities of Contractor(s).

2. Contractor(s), including its subcontractors and employees, shall protect from unauthorized access, use, or disclosure of names and other identifying information, including genetic information, concerning persons receiving services pursuant to this Agreement, except where permitted in order to carry out data aggregation purposes for health care operations [45 CFR §§ 164.504(e)(2)(i), 164.504(e)(2)(ii)(A), and 164.504(e)(4)(i)]. This pertains to any and all

Exhibit D

Health Insurance Portability and Accountability Act (HIPAA)

persons receiving services pursuant to a County-funded program. This requirement applies to electronic PHI. Contractor(s) shall not use such identifying information or genetic information for any purpose other than carrying out Contractor(s)'s obligations under this Agreement.

3. Contractor(s), including its subcontractors and employees, shall not disclose any such identifying information or genetic information to any person or entity, except as otherwise specifically permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164 or other law, required by the Secretary of the United States Department of Health and Human Services ("Secretary"), or authorized by the client/patient in writing. In using or disclosing PHI that is permitted by this Agreement or authorized by law, Contractor(s) shall make reasonable efforts to limit PHI to the minimum necessary to accomplish intended purpose of use, disclosure or request.

4. For purposes of the above sections, identifying information shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as fingerprint or voiceprint, or photograph.

5. For purposes of the above sections, genetic information shall include genetic tests of family members of an individual or individual(s), manifestation of disease or disorder of family members of an individual, or any request for or receipt of genetic services by individual or family members. Family member means a dependent or any person who is first, second, third, or fourth degree relative.

6. Contractor(s) shall provide access, at the request of the County, and in the time and manner designated by the County, to PHI in a designated record set (as defined in 45 CFR § 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR § 164.524 regarding access by individuals to their PHI. With respect to individual requests, access shall be provided within thirty (30) days from request. Access may be extended if Contractor(s) cannot provide access and provides the individual with the reasons for the delay and the date when access may be granted. PHI shall be provided in the form and format requested by the individual or the County.

Contractor(s) shall make any amendment(s) to PHI in a designated record set at the

Exhibit D

Health Insurance Portability and Accountability Act (HIPAA)

request of the County or individual, and in the time and manner designated by the County in accordance with 45 CFR § 164.526.

Contractor(s) shall provide to the County or to an individual, in a time and manner designated by the County, information collected in accordance with 45 CFR § 164.528, to permit the County to respond to a request by the individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

7. Contractor(s) shall report to the County, in writing, any knowledge or reasonable belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of unsecured PHI not permitted by this Agreement of which Contractor(s) becomes aware, immediately and without reasonable delay and in no case later than two (2) business days of discovery. Immediate notification shall be made to the County's Information Security Officer and Privacy Officer and the County's Department of Public Health ("DPH") HIPAA Representative, within two (2) business days of discovery. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or breached. Contractor(s) shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and State laws and regulations. Contractor(s) shall investigate such breach and is responsible for all notifications required by law and regulation or deemed necessary by the County and shall provide a written report of the investigation and reporting required to the County's Information Security Officer and Privacy Officer and the County's DPH HIPAA Representative.

This written investigation and description of any reporting necessary shall be postmarked within the thirty (30) working days of the discovery of the breach to the addresses below:

County of Fresno
Department of Public Health
HIPAA Representative
(559) 600-6439
P.O. Box 11867
Fresno, California 93775

County of Fresno
Department of Public Health
Privacy Officer
(559) 600-6403
P.O. Box 11867
Fresno, California 93775

County of Fresno
Department of Internal
Services
Information Security Officer
(559) 600-5800
333 W. Pontiac Way
Clovis, California 93612

Exhibit D

Health Insurance Portability and Accountability Act (HIPAA)

8. Contractor(s) shall make its internal practices, books, and records relating to the use and disclosure of PHI received from the County, or created or received by Contractor(s) on behalf of the County, in compliance with HIPAA's Privacy Rule, including, but not limited to the requirements set forth in Title 45, CFR, Sections 160 and 164. Contractor(s) shall make its internal practices, books, and records relating to the use and disclosure of PHI received from the County, or created or received by Contractor(s) on behalf of the County, available to the Secretary upon demand.

Contractor(s) shall cooperate with the compliance and investigation reviews conducted by the Secretary. PHI access to the Secretary must be provided during Contractor(s)'s normal business hours; however, upon exigent circumstances access at any time must be granted. Upon the Secretary's compliance or investigation review, if PHI is unavailable to Contractor(s) and in possession of a subcontractor of Contractor(s), Contractor(s) must certify to the Secretary its efforts to obtain the information from the subcontractor.

9. Safeguards

Contractor(s) shall implement administrative, physical, and technical safeguards as required by the HIPAA Security Rule, Subpart C of 45 CFR Part 164, that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of the County and to prevent unauthorized access, viewing, use, disclosure, or breach of PHI other than as provided for by this Agreement. Contractor(s) shall conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity and availability of electronic PHI. Contractor(s) shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Contractor(s)'s operations and the nature and scope of its activities. Upon the County's request, Contractor(s) shall provide the County with information concerning such safeguards.

Contractor(s) shall implement strong access controls and other security safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g., PHI) or

Exhibit D

Health Insurance Portability and Accountability Act (HIPAA)

sensitive data to authorized users only. Said safeguards and precautions shall include the following administrative and technical password controls for all systems used to process or store confidential, personal, or sensitive data:

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

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

1. Network-based firewall and/or personal firewall;
2. Continuously updated anti-virus software; and
3. Patch management process including installation of all operating system/software vendor security patches.

Contractor(s) shall utilize a commercial encryption solution that has received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic

Exhibit D

Health Insurance Portability and Accountability Act (HIPAA)

media (including, but not limited to, compact disks and thumb drives) and on portable computing devices (including, but not limited to, laptop and notebook computers).

Contractor(s) shall not transmit confidential, personal, or sensitive data via e-mail or other internet transport protocol unless the data is encrypted by a solution that has been validated by the National Institute of Standards and Technology (NIST) as conforming to the Advanced Encryption Standard (AES) Algorithm. Contractor(s) must apply appropriate sanctions against its employees who fail to comply with these safeguards. Contractor(s) must adopt procedures for terminating access to PHI when employment of employee ends.

10. Mitigation of Harmful Effects

Contractor(s) shall mitigate, to the extent practicable, any harmful effect that is suspected or known to Contractor(s) of an unauthorized access, viewing, use, disclosure, or breach of PHI by Contractor(s) or its subcontractors in violation of the requirements of these provisions. Contractor(s) must document suspected or known harmful effects and the outcome.

11. The Contractor's Subcontractors

Contractor(s) shall ensure that any of its contractors, including subcontractors, if applicable, to whom Contractor(s) provides PHI received from or created or received by Contractor(s) on behalf of the County, agree to the same restrictions, safeguards, and conditions that apply to Contractor(s) with respect to such PHI and to incorporate, when applicable, the relevant provisions of these provisions into each subcontract or sub-award to such agents or subcontractors.

Nothing in this section 11 or this Exhibit E authorizes Contractor(s) to perform services under this Agreement using subcontractors.

12. Employee Training and Discipline

Contractor(s) shall train and use reasonable measures to ensure compliance with the requirements of these provisions by employees who assist in the performance of functions or activities on behalf of the County under this Agreement and use or disclose PHI, and discipline such employees who intentionally violate any provisions of these provisions, which may include termination of employment.

Exhibit D

Health Insurance Portability and Accountability Act (HIPAA)

13. Termination for Cause

Upon the County's knowledge of a material breach of these provisions by Contractor(s), the County will either:

A. Provide an opportunity for Contractor(s) to cure the breach or end the violation, and the County may terminate this Agreement if Contractor(s) does not cure the breach or end the violation within the time specified by the County; or

B. Immediately terminate this Agreement if Contractor(s) has breached a material term of this Exhibit E and cure is not possible, as determined by the County.

C. If neither cure nor termination is feasible, the County's Privacy Officer will report the violation to the Secretary of the U.S. Department of Health and Human Services.

14. Judicial or Administrative Proceedings

The County may terminate this Agreement if: (1) Contractor(s) is found guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) there is a finding or stipulation in an administrative or civil proceeding in which Contractor(s) is a party that Contractor(s) has violated a privacy or security standard or requirement of the HITECH Act, HIPAA or other security or privacy laws.

15. Effect of Termination

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

16. Compliance with Other Laws

To the extent that other state and/or federal laws provide additional, stricter and/or more

Exhibit D

Health Insurance Portability and Accountability Act (HIPAA)

protective privacy and/or security protections to PHI or other confidential information covered under this BAA, Contractor(s) agrees to comply with the more protective of the privacy and security standards set forth in the applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA Rules or are otherwise more favorable to the individual.

17. Disclaimer

The County makes no warranty or representation that compliance by Contractor(s) with these provisions, the HITECH Act, or the HIPAA Rules, will be adequate or satisfactory for Contractor(s)'s own purposes or that any information in Contractor(s)'s possession or control, or transmitted or received by Contractor(s), is or will be secure from unauthorized access, viewing, use, disclosure, or breach. Contractor(s) is solely responsible for all decisions made by Contractor(s) regarding the safeguarding of PHI.

18. Amendment

The parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit E may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to amend this agreement in order to implement the standards and requirements of the HIPAA Rules, the HITECH Act and other applicable laws relating to the security or privacy of PHI. The County may terminate this Agreement upon thirty (30) days written notice in the event that Contractor(s) does not enter into an amendment providing assurances regarding the safeguarding of PHI that the County in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA Rules, and the HITECH Act.

19. No Third-Party Beneficiaries

Nothing expressed or implied in the provisions of this Exhibit E is intended to confer, and nothing in this Exhibit E does confer, upon any person other than the County or Contractor(s) and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

Exhibit D

Health Insurance Portability and Accountability Act (HIPAA)

20. Interpretation

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

21. Regulatory References

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

22. Survival

The respective rights and obligations of Contractor(s) as stated in this Exhibit E survive the termination or expiration of this Agreement.

23. No Waiver of Obligation

Change, waiver or discharge by the County of any liability or obligation of Contractor(s) under this Exhibit E on any one or more occasions is not a waiver of performance of any continuing or other obligation of Contractor(s) and does not prohibit enforcement by the County of any obligation on any other occasion.

Exhibit E

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from Contractor(s) or any third parties, Contractor(s), 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. Contractor(s) 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 Contractor(s)'s policy. Coverage shall also include an Injury to Leased Workers endorsement (providing scope of coverage equivalent to ISO policy form CG 04 24).
- (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. Coverage shall also include an Alternate Employer Endorsement, providing scope of coverage equivalent to ISO policy form WC 00 03 01 A, naming the County as the Alternate Employer.
- (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) Contractor(s) 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 Contractor(s) shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to,

Exhibit E

alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of Contractor(s).

Definition of Cyber Risks. “Cyber Risks” include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor’s obligations under Article 16 of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after Contractor(s) 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, Contractor(s) shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attention: Contracts Section – 6th floor, or email, DPHContracts@fresnocountyca.gov, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) Contractor(s) 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 Contractor(s)’s policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

Exhibit E

- (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, Contractor(s) 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, Contractor(s) 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, Contractor(s) 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 Contractor(s) 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 Contractor(s) 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, Contractor(s) shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** Contractor(s) 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. Contractor(s) is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but Contractor(s)'s waiver of subrogation under this paragraph is effective whether or not Contractor(s) obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If Contractor(s) 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 Contractor(s). The County may offset such charges against any amounts owed by the County to Contractor(s) under this Agreement.
- (G) **Subcontractors.** Contractor(s) shall require and verify that all subcontractors used by Contractor(s) to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize Contractor(s) to provide services under this Agreement using subcontractors.

Exhibit F

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 F

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

Exhibit G
Data Security

1. Definitions

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

- (A) **“Authorized Employees”** means Contractor(s)’s employees who have access to Personal Information.
- (B) **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of Contractor(s)’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to Contractor(s), 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 F.
- (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 Contractor(s) 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 Contractor(s)’s (or any Authorized Person’s) privacy practices or alleging a Security Breach. Such complaint shall have sufficient detail to enable Contractor(s) to promptly investigate and take remedial action under this Exhibit F.
- (H) **“Security Safeguards”** means physical, technical, administrative or organizational security procedures and practices put in place by Contractor(s) (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 F.

Exhibit G
Data Security

- (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) Contractor(s) acknowledges that, in the course of its engagement by the County under this Agreement, Contractor(s), or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- (B) Contractor(s) 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, Contractor(s), or any Authorized Persons. Contractor(s) 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 Contractor(s)'s, or any Authorized Person's, Use of that Personal Information.
- (C) Contractor(s) agrees and covenants in favor of the County that Contractor(s) 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 Contractor(s) pursuant to the terms of this Exhibit F;
 - (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for Contractor(s)'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 Contractor(s) 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(s) 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 Contractor(s), or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County

Exhibit G Data Security

before such Personal Information is offered by Contractor(s) 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 Contractor(s) shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

- (E) Contractor(s) 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 Contractor(s)'s own actions and omissions.

3. Information Security

- (A) Contractor(s) covenants, represents and warrants to the County that Contractor(s)'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 Contractor(s) ses credit, debit or other payment cardholder information, Contractor(s) 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 Contractor(s)'s sole cost and expense.
- (B) Contractor(s) covenants, represents and warrants to the County that, as of the effective date of this Agreement, Contractor(s) 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 Contractor(s)'s obligations under section 3(A) of this Exhibit F, Contractor(s)'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 Contractor(s)'s and Authorized Persons' technical and administrative personnel who are necessary for Contractor(s)'s, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
 - (ii) ensuring that all of Contractor(s)'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 G Data Security

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 Contractor(s), including any Authorized Person, or anyone with whom Contractor(s) 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 Contractor(s), Contractor(s) shall cause such Authorized Employees to abide strictly by Contractor(s)'s obligations under this Exhibit F. Contractor(s) shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.
- (E) Contractor(s) shall, in a secure manner, backup daily, or more frequently if it is Contractor(s)'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 Contractor(s), through the Internet.
- (F) Contractor(s) 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 Contractor(s) and shall be

Exhibit G Data Security

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

- (G) Contractor(s) 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 Contractor(s)'s awareness or reasonable belief of a Security Breach, Contractor(s) shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email address: (559) 600-8900 / incidents@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 Contractor(s)'s notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit F, the Parties shall coordinate with each other to investigate the Security Breach. Contractor(s) 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 Contractor(s)'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, Contractor(s) 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 Contractor(s) shall provide a written report of the investigation and reporting required to the Director within 30 days after Contractor(s)'s discovery of the Security Breach.

- (C) County shall promptly notify Contractor(s) of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon Contractor(s)'s receipt of that notification, Contractor(s) shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit F, all at Contractor(s)'s sole expense, in accordance with applicable privacy rights, laws, regulations and standards.

Exhibit G Data Security

In the event Contractor(s) discovers a Security Breach, Contractor(s) shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of Contractor(s)'s receipt of notification of such Privacy Practices Complaint, Contractor(s) 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) Contractor(s) 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 Contractor(s)'s sole expense, in accordance with applicable privacy rights, laws, regulations and standards. Contractor(s) 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 F.
- (E) Contractor(s) 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) Contractor(S) shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of Contractor(s)'s operations and the nature and scope of its activities.
- (B) Upon the County's written request, to confirm Contractor(s)'s compliance with this Exhibit F, as well as any applicable laws, regulations and industry standards, Contractor(s) 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 Contractor(s)'s physical and technical environment in relation to all Personal Information that is Used by Contractor(s) pursuant to this Agreement. Contractor(s) 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 Contractor(s) for Personal Information pursuant to this Agreement. In addition, Contractor(s) shall provide the County with the results of any audit by or on behalf of Contractor(s) that assesses the effectiveness of Contractor(s)'s information security program as relevant to the security and confidentiality of Personal Information Used by Contractor(s) or Authorized Persons during the course of this Agreement under this Exhibit F.
- (C) Contractor(s) shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit F that apply to Contractor(s) with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between Contractor(s) and such Authorized Persons, or amending any written agreements to provide same.

Exhibit G Data Security

6. Return or Destruction of Personal Information. Upon the termination of this Agreement, Contractor(s) 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 Contractor(s) is authorized to dispose of any such Personal Information, as provided in this Exhibit F, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. Contractor(s) 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, Contractor(s) shall notify the County accordingly, specifying the reason, and continue to extend the protections of this Exhibit F to all such Personal Information and copies of Personal Information. Contractor(s) shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. Contractor(s)'s obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information that Contractor(s) retains if return or disposal is not feasible and to all Personal Information that Contractor(s) may later discover.

7. Equitable Relief. Contractor(s) acknowledges that any breach of its covenants or obligations set forth in this Exhibit F 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. Contractor(s) 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 attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit F 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 Contractor(s)'s, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit F or arising out of or resulting from Contractor(s)'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 County. The provisions of this section 8 are cumulative to any other obligation of Contractor(s) 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.

Exhibit G
Data Security

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

10. No Third Party Beneficiary. Nothing express or implied in the provisions of in this Exhibit F is intended to confer, nor shall anything in this Exhibit F confer, upon any person other than the County or Contractor(s) 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 Contractor(s)'s (or any Authorized Person's) possession or control, or Use by Contractor(s) (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.