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SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated June 6, 2023 and is between Central California Faculty Medical Group, Inc. (CCFMG) a California Professional Corporation (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. County, through its Department of Public Health (DPH), has been designated as the local EMS Agency (“EMS Agency”) of the County of Fresno pursuant to Health and Safety Code section 1797.200.

B. In accordance with Health and Safety Code Section 1797.202, the EMS Agency is required to have a licensed physician and surgeon as medical director, who has substantial experience in the practice of emergency medicine to provide medical control and to assure medical accountability throughout the planning, implementation, and evaluation of the EMS system.

C. Contractor currently provides EMS Agency medical director services to the County through that certain Agreement for EMS Agency medical director services dated June 12, 2018 (County Agreement No. 18-332), which will terminate on June 30, 2023.

D. On November 8, 2022, LOI 23-013 was released through Fresno County Public Purchase requesting letters of interest from qualified vendors to provide EMS Medical Director services for the County. This LOI closed on November 22, 2022, and Contractor was the only acceptable agency to provide letter of interest to the County.

E. Contractor represents that it possesses the skills and professional staff to provide such professional services and desires to continue providing EMS Agency Medical director services for County.

F. Contractor and County have developed this successor Agreement to become effective upon expiration of the existing Agreement.

The parties therefore agree as follows:

1 **Article 1**

2 **Contractor's Services**

3 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
4 Exhibit A to this Agreement, titled "Scope of Services."

5 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
6 able to perform all of the services provided in this Agreement.

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

11 **Article 2**

12 **Compensation, Invoices, and Payments**

13 2.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
14 the performance of its services under this Agreement as described in Exhibit B-1 to this
15 Agreement, titled "Compensation."

16 2.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
17 under this Agreement is as follows:

18 A. Eighty-One Thousand Two Hundred Fifty-Two and 00/100 Dollars (\$81,252.00) for the
19 period of July 1, 2023 through June 30, 2024.

20 B. Eighty-Three Thousand Six Hundred Eighty-Eight and 00/100 Dollars (\$83,688.00) for
21 the period of July 1, 2024 through June 30, 2025.

22 C. Eighty-Six Thousand One Hundred Ninety-Six and 00/100 Dollars (\$86,196.00) for the
23 period of July 1, 2025 through June 30, 2026.

24 D. If the Agreement is extended as described in Section 3.2, the maximum compensation
25 payable to the Contractor under this Agreement is Eighty-Eight Thousand Seven
26 Hundred Seventy-Six and 00/100 Dollars (\$88,776.00) for the period of July 1, 2026
27 through June 30, 2027.
28

1 E. If the Agreement is extended as described in Section 3.2, the maximum compensation
2 payable to the Contractor under this Agreement is Ninety-one Thousand Four Hundred
3 Forty-Four and 00/100 Dollars (\$91,440.00) for the period of July 1, 2027 through June
4 30, 2028.

5 F. The maximum monetary compensation payable under the agreement shall not exceed
6 Four-Hundred Thirty-One Thousand Three Hundred Fifty-Two and 00/100 Dollars
7 (\$431,352.00) for the full five-year term.

8 G. The Contractor 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
10 State law, and with notice that the Contractor may receive compensation under this
11 Agreement only for services performed according to the terms of this Agreement and
12 while this Agreement is in effect, and subject to the maximum amount payable under this
13 section. The Contractor further acknowledges that County employees have no authority
14 to pay the Contractor except as expressly provided in this Agreement.

15 2.3 **Invoices.** The Contractor shall submit monthly invoices and timesheets to the
16 Department of Public Health, Emergency Services Division, P.O. Box 11867, Fresno, CA
17 93775, at CCEMSA@fresnocountyca.gov. The Contractor shall submit each invoice within 15
18 days after the month in which the Contractor performs services and in any case within 60 days
19 after the end of the term or termination of this Agreement.

20 2.4 **Timesheet.** The Contractor shall submit a completed timesheet with invoice each
21 month that includes details regarding functions that Contractor performed over the month being
22 invoiced, as shown in Exhibit B-2.

23 2.5 **Payment.** The County shall pay each correctly completed and timely submitted
24 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's
25 address specified in the invoice.

26 2.6 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and
27 expenses that are not specified as payable by the County under this Agreement.
28

1 2.7 **Third Party Reimbursement.** The Contractor shall not charge or seek
2 reimbursement from any third party for any services furnished under this Agreement.

3 **Article 3**

4 **Term of Agreement**

5 3.1 **Term.** This Agreement is effective on July 1, 2023 and terminates on June 30, 2026,
6 except as provided in section 3.2, "Extension," or Article 5, "Termination and Suspension,"
7 below.

8 3.2 **Extension.** The term of this Agreement may be extended for no more than two, one-
9 year periods only upon written approval of both parties at least 30 days before the first day of
10 the next one-year extension period. The Director of the Department of Public Health or his or
11 her designee is authorized to sign the written approval on behalf of the County based on the
12 Contractor's satisfactory performance. The extension of this Agreement by the County is not a
13 waiver or compromise of any default or breach of this Agreement by the Contractor existing at
14 the time of the extension whether or not known to the County.

15 **Article 4**

16 **Notices**

17 4.1 **Contact Information.** The persons and their addresses having authority to give and
18 receive notices provided for or permitted under this Agreement include the following:

19 **For the County:**

20 Director, Department of Public Health
21 County of Fresno
22 P.O. Box 11867
23 Fresno, CA 93775
24 CCEMSA@fresnocountyca.gov

25 **For the Contractor:**

26 President and CEO
27 CCFMG Inc.
28 2625 E Divisadero Street
Fresno, CA 93721

29 4.2 **Change of Contact Information.** Either party may change the information in section
30 5.1 by giving notice as provided in section 5.3.

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

5.2 **Termination for Breach.**

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

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

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

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

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

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

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

1 **Article 6**

2 **Independent Contractor**

3 6.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
4 agents, employees, and volunteers, is at all times acting and performing as an independent
5 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
6 venturer, partner, or associate of the County.

7 6.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
8 manner or method of the Contractor's performance under this Agreement, but the County may
9 verify that the Contractor is performing according to the terms of this Agreement.

10 6.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
11 right to employment rights or benefits available to County employees. The Contractor is solely
12 responsible for providing to its own employees all employee benefits required by law. The
13 Contractor shall save the County harmless from all matters relating to the payment of
14 Contractor's employees, including compliance with Social Security withholding and all related
15 regulations.

16 6.4 **Services to Others.** The parties acknowledge that, during the term of this
17 Agreement, the Contractor may provide services to others unrelated to the County.

18 **Article 7**

19 **Indemnity and Defense**

20 7.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
21 County (including its officers, agents, employees, and volunteers) against all claims, demands,
22 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
23 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to
24 the performance or failure to perform by the Contractor (or any of its officers, agents,
25 subcontractors, or employees) under this Agreement. The County may conduct or participate in
26 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
27 defend the County.

1 County. The County's public disclosure of this Agreement or any record or data that the
2 Contractor may provide to the County may include but is not limited to the following:

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

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

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

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

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

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

25 **9.4 Public Records Act Requests.** If the County receives a written or oral request
26 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
27 and which the County has a right, under any provision of this Agreement or applicable law, to
28 possess or control, then the County may demand, in writing, that the Contractor deliver to the

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

19 **Article 10**

20 **Disclosure of Self-Dealing Transactions**

21 10.1 **Applicability.** This Article 10 applies if the Contractor is operating as a corporation,
22 or changes its status to operate as a corporation.

23 10.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
24 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
25 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to
26 the County before commencing the transaction or immediately after.
27
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1 10.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
2 a party and in which one or more of its directors, as an individual, has a material financial
3 interest.

4 **Article 11**

5 **General Terms**

6 11.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
7 Agreement may not be modified, and no waiver is effective, except by written agreement signed
8 by both parties. The Contractor acknowledges that County employees have no authority to
9 modify this Agreement except as expressly provided in this Agreement.

10 11.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
11 under this Agreement without the prior written consent of the other party.

12 11.3 **Governing Law.** The laws of the State of California govern all matters arising from
13 or related to this Agreement.

14 11.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
15 County, California. Contractor consents to California jurisdiction for actions arising from or
16 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
17 brought and maintained in Fresno County.

18 11.5 **Construction.** The final form of this Agreement is the result of the parties' combined
19 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
20 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
21 against either party.

22 11.6 **Days.** Unless otherwise specified, "days" means calendar days.

23 11.7 **Headings.** The headings and section titles in this Agreement are for convenience
24 only and are not part of this Agreement.

25 11.8 **Severability.** If anything in this Agreement is found by a court of competent
26 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
27 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
28

1 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
2 intent.

3 11.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
4 not unlawfully discriminate against any employee or applicant for employment, or recipient of
5 services, because of race, religious creed, color, national origin, ancestry, physical disability,
6 mental disability, medical condition, genetic information, marital status, sex, gender, gender
7 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
8 all applicable State of California and federal statutes and regulation.

9 11.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
10 of the Contractor under this Agreement on any one or more occasions is not a waiver of
11 performance of any continuing or other obligation of the Contractor and does not prohibit
12 enforcement by the County of any obligation on any other occasion.

13 11.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
14 between the Contractor and the County with respect to the subject matter of this Agreement,
15 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
16 publications, and understandings of any nature unless those things are expressly included in
17 this Agreement. If there is any inconsistency between the terms of this Agreement without its
18 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
19 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
20 exhibits.

21 11.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
22 create any rights or obligations for any person or entity except for the parties.

23 11.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

1 11.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
2 electronic signature as provided in this section.

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

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

13 (C) The provisions of this section satisfy the requirements of Civil Code section
14 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
15 Part 2, Title 2.5, beginning with section 1633.1).

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

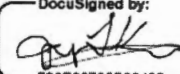
20 (E) This Agreement is not conditioned upon the parties conducting the transactions
21 under it by electronic means and either party may sign this Agreement with an original
22 handwritten signature.

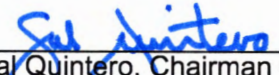
23 11.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
24 original, and all of which together constitute this Agreement.

25 [SIGNATURE PAGE FOLLOWS]
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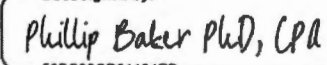
1 The parties are signing this Agreement on the date stated in the introductory clause.

2 Central California Faculty Medical Group COUNTY OF FRESNO
3

4 DocuSigned by:

728E00706928432
5 _____
6 President or CEO


7 _____
8 Sal Quintero, Chairman of the Board of
9 Supervisors of the County of Fresno

7 Joyce Fields-Keene, MPA, CMPEO
8 _____
9 Print Name and Title

9 DocuSigned by:

698E0030691194E0
10 _____
11 Corporate Secretary or CFO/Treasurer

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

12 Phillip Baker PhD, CPA CFO
13 _____
14 Print Name and Title

By: 
15 _____
16 Deputy

14 2625 E Divisadero Street

15 For accounting use only:

16 Org No.: 56201695
17 Account No.: 7295
18 Fund No.: 0001
19 Subclass No.: 10000
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Exhibit A

Scope of Services

- 1
- 2 A. Contractor shall provide services for the EMS Agency, encompassing medical
- 3 control activities for Fresno, Kings, Madera, and Tulare Counties and medical
- 4 direction or EMS training and specialty care programs.
- 5 B. All physicians supplied under this Agreement shall:
- 6 1) Be licensed to practice medicine in the State of California;
- 7 2) Meet the qualifications of a local EMS Agency Medical Director under the
- 8 California Health and Safety Code section 1797.202; and
- 9 3) Be acceptable to County.
- 10 C. It is acknowledged between both parties to this Agreement that sixty (60) days
- 11 prior to the assignment of any new physician to the EMS Agency, Contractor
- 12 shall provide to County the name(s), qualifications, and work history of
- 13 physician(s) being considered for the EMS Agency.
- 14 In this regard:
- 15 1) County reserves the right to review qualifications and/or work history.
- 16 2) County reserves the right to reject any physician regardless of
- 17 qualifications and/or work history.
- 18 3) Contractor shall furnish County with EMS Medical Director services as
- 19 stated in this Exhibit A for an average of thirty (30) hours each month as
- 20 mutually scheduled between County and Contractor. As part of its
- 21 commitment to this Agreement, the designated EMS Medical Director
- 22 shall:
- 23 i. Provide a minimum of 4 hours each month for in-office hours at
- 24 the EMS Agency offices. Additional in-office hours may be
- 25 requested when necessary to address projects or specific needs;
- 26 However, the total hours shall not exceed the maximum hours for
- 27 that month.
- 28

Exhibit A

- 1 ii. Preside as chair of the Regional Emergency Medical Control
- 2 Committee and provide a minimum attendance of 75% of
- 3 scheduled meetings. Since this committee is primarily an advisory
- 4 committee to the EMS Medical Director, meetings may be
- 5 cancelled when the EMS Medical Director is unable to attend.
- 6 iii. Assume role as the designated Medical Director of the Fresno
- 7 County Primary Paramedic Training Course and assist course
- 8 director as necessary.
- 9 iv. Attend all regularly scheduled Continuous Quality Improvement
- 10 meetings, which may be assigned to an assistant EMS Medical
- 11 Director.
- 12 v. Participate in the review of quality improvement reports
- 13 vi. Attend, at a minimum, 75% of the following meetings:
- 14 1. Regional Trauma Audit Committee meetings
- 15 2. EMS Operations (EMSOC) meetings
- 16 vii. Attend, at a minimum, 50% of Emergency Medical Directors
- 17 Advisory Committee (EMDAC) meetings.
- 18 viii. Attend other meetings upon request of the EMS Director.
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Exhibit B-1

Compensation

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

Contractor will be compensated according to the following schedule:

Jul 2023	\$6,771
Aug 2023	\$6,771
Sep 2023	\$6,771
Oct 2023	\$6,771
Nov 2023	\$6,771
Dec 2023	\$6,771
Jan 2024	\$6,771
Feb 2024	\$6,771
Mar 2024	\$6,771
Apr 2024	\$6,771
May 2024	\$6,771
Jun 2024	\$6,771
Jul 2024	\$6,974
Aug 2024	\$6,974
Sep 2024	\$6,974
Oct 2024	\$6,974
Nov 2024	\$6,974
Dec 2024	\$6,974
Jan 2025	\$6,974
Feb 2025	\$6,974
Mar 2025	\$6,974
Apr 2025	\$6,974
May 2025	\$6,974
Jun 2025	\$6,974
Jul 2025	\$7,183
Aug 2025	\$7,183
Sep 2025	\$7,183
Oct 2025	\$7,183
Nov 2025	\$7,183
Dec 2025	\$7,183
Jan 2026	\$7,183
Feb 2026	\$7,183
Mar 2026	\$7,183
Apr 2026	\$7,183

May 2026	\$7,183
Jun 2026	\$7,183
Jul 2026	\$7,398
Aug 2026	\$7,398
Sep 2026	\$7,398
Oct 2026	\$7,398
Nov 2026	\$7,398
Dec 2026	\$7,398
Jan 2027	\$7,398
Feb 2027	\$7,398
Mar 2027	\$7,398
Apr 2027	\$7,398
May 2027	\$7,398
Jun 2027	\$7,398
Jul 2027	\$7,620
Aug 2027	\$7,620
Sep 2027	\$7,620
Oct 2027	\$7,620
Nov 2027	\$7,620
Dec 2027	\$7,620
Jan 2028	\$7,620
Feb 2028	\$7,620
Mar 2028	\$7,620
Apr 2028	\$7,620
May 2028	\$7,620
Jun 2028	\$7,620

Exhibit B-2

MEDICAL DIRECTOR TIMESHEET

For Month of:

Meetings / Task	Date Completed
Office Hours - Provided a minimum of 4 hours	
Attended and Chaired Medical Control Committee	
Attended EMS Operations Committee Meeting	
Attended Trauma Audit Committee Meeting	
Attended CQI Committee Meeting	
Provided Review of Quality Improvement Reports (Mark "X" if completed)	
Provided support for Training Program (Mark "X" if completed)	
Provided On-Call Hours (Mark "X" if completed)	
Attended the Quarterly Emergency Medical Directors Advisory Committee (EMDAC)	

Note: If no meeting scheduled please document "n/a"

Print Name

Signature

Date

Office Use Only

Approved: _____

Exhibit C

Self-Dealing Transaction Disclosure Form

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

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

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

Instructions

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

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

Exhibit C

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

Exhibit D

Insurance Requirements

1. Required Policies

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

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

If the Contractor is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th

Exhibit D

Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

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

Exhibit D

to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

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