

**AGREEMENT**

THIS AGREEMENT is made and entered into this 18th day of June, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Occu-Med, Ltd., a Delaware corporation, whose address is 2121 West Bullard Avenue, Fresno, CA 93711, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

WHEREAS, COUNTY is in need of DMV, pre-employment, and periodic medical screening and evaluation services to be conducted by qualified licensed Physicians as required by the State of California; and

WHEREAS, COUNTY sought bids for the provision of these medical screening and evaluation services by issuing Request for Proposal (RFP) No. 19-047; and

WHEREAS, CONTRACTOR submitted a response to RFP No. 19-047, representing it is qualified and willing to provide such services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

**1. OBLIGATIONS OF THE CONTRACTOR**

A. CONTRACTOR shall perform all services and fulfill responsibilities as identified in COUNTY'S Request for Proposal (RFP) No. 19-047, dated February 1, 2019 and ADDENDUM ONE, dated February 15, 2019, and CONTRACTOR'S response to said RFP, dated February 28, 2019, all incorporated herein by reference and made part of this Agreement. In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including Exhibit "A", 2) to the RFP, and 3) to the Responses to the RFP. A copy of COUNTY's RFP No 19-047, and CONTRACTOR's responses, shall be retained by COUNTY's Human Resources Department, and made available during the term of this Agreement.

B. CONTRACTOR shall maintain and develop, when necessary, medical standards and/or guidelines for each job classification upon the request of COUNTY's Department of Human Resources.

C. CONTRACTOR shall schedule and conduct DMV, pre-employment, and periodic

1 medical exams and provide medical recommendations for each examination upon the request of  
2 COUNTY's Department of Human Resources. Medical examinations shall be scheduled within ten (10)  
3 COUNTY business days from the date of the request, unless otherwise agreed upon, in writing, by  
4 COUNTY's Department of Human Resources Director or designee and CONTRACTOR.

5 D. CONTRACTOR shall provide a medical recommendation for each examination  
6 within three (3) COUNTY business days from the date of medical exam and shall seek out additional  
7 information from candidates whose recommendations are not immediately medically qualified (also known  
8 as RDQA services).

9 E. CONTRACTOR shall ensure that their staff have and shall maintain appropriate  
10 licensure to perform the medical examinations as required by the State of California.

11 F. CONTRACTOR shall ensure a licensed physician performs the medical  
12 examinations as required by the State of California or other regulations/statutes. As allowable when  
13 examinations are conducted by staff other than licensed physicians, they must be under a licensed  
14 physicians supervision. In such cases, the medical examination reports must be reviewed and signed by a  
15 licensed physician.

16 G. CONTRACTOR shall use all forms and instructions as specified in RFP No. 19-  
17 047 in conducting the pre-employment, DMV, and periodic examinations consistent with COUNTY's  
18 medical standards, guidelines and evaluations.

19 H. CONTRACTOR shall ensure all COUNTY employees and candidates with  
20 scheduled appointments are examined in a timely manner. Waiting time for each employee to be seen by  
21 the examining staff shall not exceed thirty (30) minutes from their scheduled appointment time.

22 I. CONTRACTOR shall ensure that any services provided at more than one facility  
23 will provide for the examinee to travel only a short distance to receive all required tests. In the event  
24 examinees are required to travel to another facility, every effort shall be made to have everything completed  
25 on the same day (immediately following the initially scheduled appointment, with the exception of  
26 components that require follow up, such as TB Skin Testing results).

27 J. CONTRACTOR shall forward the applicable completed medical examination  
28 forms and any additional required paperwork and x-ray, lab tests, etc. for interpretation/recommendation to

1 medical standards staff, within two (2) County business days.

2 K. CONTRACTOR shall perform medical examinations in accordance with the  
3 general outline (including the Scope of Work section) as specified in RFP No. 19-047, as well as any  
4 specialized training provided by CONTRACTOR'S medical standards administrator staff. CONTRACTOR  
5 shall at all times conduct such examinations in a professional and courteous manner.

6 L. CONTRACTOR shall perform medical examinations, pursuant to the terms of this  
7 Agreement, for classifications not listed in Exhibit A, when County has adopted newly created medical  
8 exam profiles and COUNTY and CONTRACTOR have agreed in writing to the cost of the new exams. The  
9 Department of Human Resources Director, or designee, shall have the authority to agree to the addition of  
10 exams and their cost to this Agreement. The addition of these new exams and their costs shall in no event  
11 result in a change in this Agreement's total not to exceed amount set forth in Section 5.

12 2. OBLIGATIONS OF THE COUNTY

13 A. COUNTY's Department of Human Resources shall provide CONTRACTOR  
14 appropriate notification for scheduling medical examinations, including employee or candidate name, job  
15 classification and type of examination to be performed.

16 3. TERM

17 The term of this Agreement shall be for a period of three (3) years, commencing on  
18 the 1st day of July, 2019 through and including the 30th day of June, 2022. This Agreement may be  
19 extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties  
20 no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The  
21 Director of Human Resources or his or her designee is authorized to execute such written approval on  
22 behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

23 4. TERMINATION

24 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be  
25 provided hereunder, are contingent on the approval of funds by the appropriating government agency.  
26 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
27 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

28 B. Breach of Contract - The COUNTY may immediately suspend or terminate this

1 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 2 1) An illegal or improper use of funds;
- 3 2) A failure to comply with any term of this Agreement;
- 4 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 5 4) Improperly performed service.

6 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any  
7 breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither  
8 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or  
9 default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the  
10 COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of  
11 the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR  
12 shall promptly refund any such funds upon demand.

13 C. Without Cause - Under circumstances other than those set forth above, this  
14 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an  
15 intention to terminate to CONTRACTOR.

16 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and  
17 CONTRACTOR agrees to receive compensation at the rates identified on Exhibit "A", attached hereto and  
18 by this reference incorporated herein. CONTRACTOR shall submit monthly invoices to the County of  
19 Fresno Department of Human Resources, 2220 Tulare Street, 14<sup>th</sup> Floor, Fresno, CA 93721, Attn:  
20 Employment Services. CONTRACTOR shall submit invoices in accordance with RFP No. 19-047.

21 In no event shall services performed under this Agreement be in excess of One  
22 Hundred and Eighty-Seven Thousand Dollars and No/100 Dollars (\$187,000) annually for each twelve (12)  
23 month period during the potential five year term of this Agreement, as set forth in Section 3. It is  
24 understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement  
25 shall be borne by CONTRACTOR. Payments by County shall be in arrears, within forty-five (45) days after  
26 receipt and verification of CONTRACTORS' invoices by COUNTY, for services provided during the  
27 preceding month. If an invoice submitted by the CONTRACTOR contains discrepancies/inaccuracies, it will  
28 not be processed. The CONTRACTOR will be required to submit a revised and accurate invoice for

1 payment to be processed.

2           6.     INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations  
3 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that  
4 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all  
5 times be acting and performing as an independent contractor, and shall act in an independent capacity and  
6 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.  
7 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which  
8 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer  
9 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the  
10 terms and conditions thereof.

11                     CONTRACTOR and COUNTY shall comply with all applicable provisions of law and  
12 the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject  
13 thereof.

14                     Because of its status as an independent contractor, CONTRACTOR shall have  
15 absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR  
16 shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required  
17 employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless  
18 from all matters relating to payment of CONTRACTOR'S employees, including compliance with Social  
19 Security withholding and all other regulations governing such matters. It is acknowledged that during the  
20 term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or  
21 to this Agreement.

22           7.     MODIFICATION: Any matters of this Agreement may be modified from time to time  
23 by the written consent of all the parties without, in any way, affecting the remainder.

24           8.     NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this  
25 Agreement nor their rights or duties under this Agreement without the prior written consent of the other  
26 party.

27           9.     HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and  
28 at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and

1 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or  
2 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its  
3 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including  
4 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,  
5 or corporation who may be injured or damaged by the performance, or failure to perform, of  
6 CONTRACTOR, its officers, agents, or employees under this Agreement.

7           10.     INSURANCE

8                     Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or  
9 any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following  
10 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling  
11 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement.

12                     A.   Commercial General Liability

13                     Commercial General Liability Insurance with limits of not less than Two Million  
14 Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This  
15 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
16 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
17 liability or any other liability insurance deemed necessary because of the nature of this contract.

18                     B.   Automobile Liability

19                     Comprehensive Automobile Liability Insurance with limits of not less than One  
20 Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should  
21 include any auto used in connection with this Agreement.

22                     C.   Professional Liability

23                     If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,  
24 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One  
25 Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.  
26 This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole  
27 expense, in full force and effect for a period of three years following the termination of this Agreement, one  
28 or more policies of professional liability insurance with limits of coverage as specified herein.

1 D. Worker's Compensation

2 A policy of Worker's Compensation insurance as may be required by the California  
3 Labor Code.

4 Additional Requirements Relating to Insurance

5 CONTRACTOR shall obtain endorsements to the Commercial General Liability  
6 insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as  
7 additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage  
8 for additional insured shall apply as primary insurance and any other insurance, or self-insurance,  
9 maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with  
10 insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or  
11 changed without a minimum of thirty (30) days advance written notice given to COUNTY.

12 CONTRACTOR hereby waives its right to recover from COUNTY, its officers,  
13 agents, and employees any amounts paid by the policy of worker's compensation insurance required by  
14 this Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be  
15 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under  
16 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

17 Within Thirty (30) days from the date CONTRACTOR signs and executes this  
18 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all  
19 of the foregoing policies, as required herein, to the County of Fresno, (Paul Nerland, Director of Human  
20 Resources, 2220 Tulare Street, 14<sup>th</sup> Floor, Fresno, CA 93721), stating that such insurance coverage have  
21 been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be  
22 responsible for any premiums on the policies; that for such worker's compensation insurance the  
23 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any  
24 amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such  
25 Commercial General Liability insurance names the County of Fresno, its officers, agents and employees,  
26 individually and collectively, as additional insured, but only insofar as the operations under this Agreement  
27 are concerned; that such coverage for additional insured shall apply as primary insurance and any other  
28 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess

only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

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

12. NOTICES: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

COUNTY OF FRESNO  
Department of Human Resources  
2220 Tulare Street, 14<sup>th</sup> Floor  
Fresno, CA 93721

CONTRACTOR

Occu-Med, LTD  
2121 West Bullard Ave.  
Fresno, CA 93711

All notices between the COUNTY and the CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service



1 is effective one COUNTY business day after deposit with the overnight commercial courier service, deliver  
2 fees prepaid, with deliver instructions given for the next day delivery, addressed to the recipient. A noticed  
3 delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such  
4 transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be  
5 effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine  
6 record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in  
7 this section establishes, waives, or modifies any claims presentation requirements or procedures provided  
8 by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government  
9 Code, beginning with section 810).

10 13. GOVERNING LAW: Venue for any action arising out of or related to this Agreement  
11 shall only be in Fresno County, California.

12 The rights and obligations of the parties and all interpretation and performance of this  
13 Agreement shall be governed in all respects by the laws of the State of California.

14 14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

15 This provision is only applicable if the CONTRACTOR is operating as a corporation  
16 (a for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR  
17 changes its status to operate as a corporation.

18 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing  
19 transactions that they are a party to while CONTRACTOR is providing goods or performing services  
20 under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR  
21 is a party and in which one or more of its directors has a material financial interest. Members of the  
22 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and  
23 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit "B" and incorporated  
24 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing  
25 transaction or immediately thereafter.

26 15. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between  
27 the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous  
28 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and

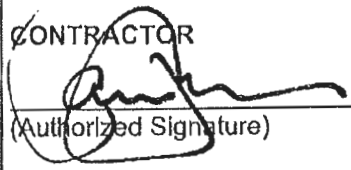
1 understanding of any nature whatsoever unless expressly included in this Agreement.

2 16. CONFIDENTIALITY

3 All services performed by CONTRACTOR under this Agreement shall be in strict conformance  
4 with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality.

5 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and  
6 year first hereinabove written.

7 CONTRACTOR

8   
9 (Authorized Signature)

10 JAMES A. JOHNSON

11 Jim Johnson, President

12 

13 (Authorized Signature)

14 DEVONNA M. KAJI, MD

15 Devonna M. Kaji, M.D. Corporate Secretary

16 Mailing Address

17 2121 W. Bullard Avenue

18 Fresno, CA 93711

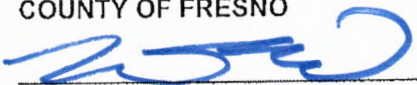
19 FOR ACCOUNTING USE ONLY:

20 Fund/Subclass: 0001/10000

21 ORG No.: 10100400

22 Account No.: 7295

COUNTY OF FRESNO

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

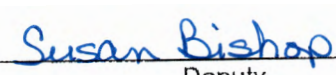
ATTEST:

Bernice E. Seidel

Clerk of the Board of Supervisors

County of Fresno, State of California

By:

  
Deputy

# EXHIBIT "A"

## Cost of Services

### Medical Examinations

Cost per exam based on components of specific examination outlines (refer to Attachment "A" of RFP 19-047 dated February 1, 2019)

Service	Year 1	Year 2	Year 3	Year 4	Year 5
Pre-Placement					
Chief Probation Officer	\$516.22	\$516.22	\$516.22	\$531.71	\$531.71
Probation Division Director	\$516.22	\$516.22	\$516.22	\$531.71	\$531.71
Probation Services Manager	\$516.22	\$516.22	\$516.22	\$531.71	\$531.71
Deputy Probation Officer III/IV	\$516.22	\$516.22	\$516.22	\$531.71	\$531.71
Deputy Probation Officer I	\$516.22	\$516.22	\$516.22	\$531.71	\$531.71
Supervising Juvenile Correctional Officer	\$516.22	\$516.22	\$516.22	\$531.71	\$531.71
Senior Juvenile Correctional Officer	\$516.22	\$516.22	\$516.22	\$531.71	\$531.71
Juvenile Correctional Officer II	\$516.22	\$516.22	\$516.22	\$531.71	\$531.71
Juvenile Correctional Officer I	\$516.22	\$516.22	\$516.22	\$531.71	\$531.71
Sheriff's Captain	\$516.22	\$516.22	\$516.22	\$531.71	\$531.71
Sheriff's Lieutenant	\$516.22	\$516.22	\$516.22	\$531.71	\$531.71
Sheriff's Sergeant	\$516.22	\$516.22	\$516.22	\$531.71	\$531.71
Deputy Sheriff III	\$516.22	\$516.22	\$516.22	\$531.71	\$531.71
Deputy Sheriff II	\$516.22	\$516.22	\$516.22	\$531.71	\$531.71
Deputy Sheriff I	\$516.22	\$516.22	\$516.22	\$531.71	\$531.71
Reserve Officer	\$454.99	\$454.99	\$454.99	\$468.64	\$468.64
Uniform Field Division Reserve Deputy Sheriff (UFD)	\$516.22	\$516.22	\$516.22	\$531.71	\$531.71
Reserve Deputy Sheriff (Special Guard – 108)	\$516.22	\$516.22	\$516.22	\$531.71	\$531.71
Communications Dispatcher	\$133.09	\$133.09	\$133.09	\$137.08	\$137.08
Community Service Officer	\$194.32	\$194.32	\$194.32	\$200.15	\$200.15
Correctional Officer Lieutenant	\$516.22	\$516.22	\$516.22	\$531.71	\$531.71
Correctional Officer Sergeant	\$516.22	\$516.22	\$516.22	\$531.71	\$531.71
Correctional Officer IV	\$516.22	\$516.22	\$516.22	\$531.71	\$531.71
Correctional Officer I/II/III	\$516.22	\$516.22	\$516.22	\$531.71	\$531.71
Supervising District Attorney Investigator	\$351.22	\$351.22	\$351.22	\$361.76	\$361.76

District Attorney Investigator I/II/Sr	\$536.22	\$536.22	\$536.22	\$552.31	\$552.31
Deputy Coroner I	\$214.32	\$214.32	\$214.32	\$220.75	\$220.75
Forensic Autopsy Technician	\$214.32	\$214.32	\$214.32	\$220.75	\$220.75
DMV	\$80.50	\$80.50	\$80.50	\$82.92	\$82.92
Periodic	Same as Pre-Placement for classifications identified above	Same as Pre-Placement for classifications identified above	Same as Pre-Placement for classifications identified above	Same as Pre-Placement for classifications identified above	Same as Pre-Placement for classifications identified above

### Medical Examination Review

Service	Year 1	Year 2	Year 3	Year 4	Year 5
Pre-Placement	\$70	\$70	\$70	\$70	\$70
DMV	\$40	\$40	\$40	\$40	\$40
Periodic	\$70	\$70	\$70	\$70	\$70

### Medical Profiles/Screening Guidelines

Service	Year 1	Year 2	Year 3	Year 4	Year 5
Job Analysis	\$1000/day	\$1000/day	\$1000/day	\$1000/day	\$1000/day

### Additional Services

Service	Year 1	Year 2	Year 3	Year 4	Year 5
Medical Examination Component Profile (MECP) Creation	\$50 each	\$50 each	\$50 each	\$50 each	\$50 each

## SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "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 utilized 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.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit B

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