

**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 HEALTH CAREER CONNECTION , a California Non-Profit Organization, whose address is 300 Frank H. Ogawa Plaza, Suite 243, Oakland, California, 94612, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

WHEREAS, CONTRACTOR, has developed a ten (10) week summer college health care management internship program, hereinafter referred to as the "Internship Program", that seeks partnerships with other organizations to provide health care management experience for students, hereinafter referred to as "Interns", from various colleges and universities; and

WHEREAS, COUNTY, through its Department of Public Health (DPH), maintains and operates facilities suitable for furnishing such health care management internship experience and has experienced staff who can provide preceptorship and close supervision of such Interns; and

WHEREAS, it is to the mutual benefit of the parties hereto that personnel and students of CONTRACTOR use such facilities of COUNTY for the Internship Program; and

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 identify an individual within its organization who shall serve as the Coordinator for each Intern. The Coordinator will be responsible for overseeing the placement of the Intern with the COUNTY and shall be the principal CONTRACTOR contact for each Intern's preceptor. CONTRACTOR may also from time to time promulgate policies and procedures governing Interns and the Internship Program as a whole, and COUNTY agrees to comply with all such policies and procedures for which it is made aware and shall not ask Intern to breach any such policies and procedures.

B. CONTRACTOR may schedule up to four (4) hours per week of educational and/or social activities for the Intern during the COUNTY's normal business hours, and CONTRACTOR or Intern

1 will inform COUNTY at the beginning of the placement, or from time to time as applicable, of the schedule  
2 for such activities. COUNTY will not ask Interns to be available during these time periods including the time  
3 required to travel to and from such activities.

4 C. CONTRACTOR recognizes that the Internship Program conducted pursuant to the  
5 terms and conditions of this Agreement is not considered an educational program of COUNTY. Interns  
6 participating in CONTRACTOR's Internship Program shall work under the close partnership developed  
7 between CONTRACTOR and COUNTY.

8 D. CONTRACTOR shall recruit students to interview with COUNTY for a possible  
9 internship assignment at COUNTY facilities, in such numbers to be mutually agreed upon by both  
10 COUNTY and CONTRACTOR.

11 E. CONTRACTOR shall keep all attendance and academic records of students  
12 participating in the Internship Program provided for under this Agreement.

13 F. CONTRACTOR shall ensure students act professionally and appropriately while at  
14 COUNTY facilities.

15 G. CONTRACTOR shall require every student to conform to all applicable COUNTY  
16 policies, procedures, regulations, and all requirements and restrictions specified jointly by representatives of  
17 CONTRACTOR and COUNTY.

18 H. CONTRACTOR shall notify COUNTY's DPH Director, or designee, in advance of  
19 student placement regarding:

20 1) Locations, dates, times and the number of hours or changes thereof,  
21 regarding student availability for the Internship Program; and

22 2) Any change in the placement of students in Internship Program  
23 assignments.

24 3) Intern placement shall be from June through August for ten (10) consecutive  
25 weeks at forty (40) hours per week.

26 I. CONTRACTOR shall, in consultation and coordination with COUNTY's DPH  
27 Director, or designee, arrange for periodic conferences as necessary between appropriate representatives  
28 of CONTRACTOR and COUNTY to evaluate the Internship Program provided under this Agreement.

1 J. CONTRACTOR shall provide for an introductory orientation of students assigned to  
2 COUNTY facilities, which shall provide an overview of the Internship Program assignment(s) and the terms  
3 and conditions of Intern placement at COUNTY facilities.

4 K. CONTRACTOR shall agree that any special reports, projects, thesis, and/or  
5 publications based upon studies and research arising out of the cooperative health care management  
6 education experience permitted by this Agreement, shall be reviewed and approved prior to release by  
7 COUNTY's DPH Director, or designee, as appropriate.

8 L. CONTRACTOR's employees, agents and Interns placed by CONTRACTOR shall  
9 abide by the provisions of State of California Law relating to confidentiality of medical records, further  
10 described in Paragraph 11 of this Agreement.

11 M. CONTRACTOR's employees, agents, and Interns placed by CONTRACTOR shall  
12 be issued COUNTY identification badges which must be worn only at COUNTY facilities while participating  
13 in the Internship Program, pursuant to the terms and conditions of the Agreement.

14 N. For any CONTRACTOR Intern placed at COUNTY, CONTRACTOR agrees to  
15 provide COUNTY with a copy of the executed agreement between the intern and CONTRACTOR.

16 **2. OBLIGATIONS OF THE COUNTY**

17 A. CONTRACTOR's internship program is intended as a professional educational  
18 experience for the Interns. Interns are not employees of CONTRACTOR or COUNTY. It is anticipated and  
19 expected that Interns will be assigned projects and assignments that are vocational in nature. COUNTY  
20 has broad discretion to assign Intern a variety of tasks and work commensurate with Intern's educational  
21 background and experience. Interns are not, however, to be utilized as replacement or temporary  
22 employees and Intern's placement is not intended to displace any of COUNTY's existing personnel. Interns  
23 shall be utilized June through August for ten (10) consecutive weeks at forty (40) hours per week.

24 It is the intention of CONTRACTOR and COUNTY that Interns have broad exposure  
25 to COUNTY's health care management practices and that the internship experience will provide Interns  
26 with practical on-the job experience in areas of health care management that complement Intern's  
27 educational experience. Providing Intern with exposure to strategic planning, budgeting, personnel  
28 management and other management functions of COUNTY that reinforce subject areas included in Intern's

1 academic program is strongly encouraged.

2 COUNTY understands that Interns are students seeking an educational work  
3 experience and mentoring by health care professionals, and agrees to exercise reasonable efforts to  
4 involve Interns in activities that will provide them with learning opportunities and a range of professional  
5 experiences.

6 B. CONTRACTOR's Interns placed at the COUNTY shall be considered only a student  
7 or trainee, not an employee of CONTRACTOR or COUNTY. COUNTY is not obliged to, and will not pay  
8 Intern any form of employee compensation or provide Intern any employee benefits.

9 C. COUNTY's DPH Director, or designee, shall have sole authority to determine how  
10 many placements for internships shall be made available to CONTRACTOR during each term of this  
11 Agreement. In addition, COUNTY shall permit each student who is designated by CONTRACTOR to  
12 receive health care management internship experience at appropriate COUNTY facilities at an agreed  
13 (between COUNTY and CONTRACTOR) number of hours, and shall furnish and permit students free  
14 access to appropriate COUNTY facilities for such health care management internship experience, subject  
15 to the terms and conditions of this Agreement.

16 D. COUNTY shall identify an individual who shall serve as a Preceptor for each Intern.  
17 The Preceptor shall be responsible for assigning all tasks and shall make reasonable efforts to obtain  
18 feedback concerning the Intern's experiences, training and performance. The Preceptor shall provide the  
19 Intern with not less than two (2) reviews of the Intern's work, one (1) review being provided not later than  
20 the sixth (6th) week of the placement and another review being provided not earlier than the ninth (9th)  
21 week of the placement. The reviews shall be utilized for the purpose of providing the Intern with feedback  
22 concerning the Intern's professional training experience in health care management. The review shall not  
23 be structured or presented as a performance evaluation similar to those used for COUNTY's employees.

24 E. COUNTY shall, subject to budgetary and operational concerns, maintain facilities  
25 used for the learning experience in a manner that shall at all times conform to the requirements of  
26 CONTRACTOR's Internship Program.

27 F. All Interns shall be subject to the policies and procedures of the COUNTY generally  
28 applicable to business visitors and invitees and to other educational trainees at COUNTY's facilities.

1 COUNTY shall make reasonable efforts to inform Interns of these policies and procedures.

2 G. COUNTY shall reserve the absolute right to review, authorize, and in its sole  
3 discretion, deny access or admission by any student and/or CONTRACTOR representatives in COUNTY  
4 facilities.

5 H. COUNTY shall provide input into the evaluation conducted by CONTRACTOR, of  
6 Intern's skills and progress.

7 I. COUNTY shall agree to allow Interns to use existing dining room/break area space  
8 in the departments where they are placed. CONTRACTOR's Interns shall purchase food in the regular  
9 system or bring food with them; no special arrangements for food will be made.

10 J. COUNTY shall not be responsible for providing transportation or auto liability  
11 coverage for participating Interns as they will not be permitted to operate COUNTY vehicles to perform  
12 activities related to this Agreement.

13 **3. TERM**

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

20 **4. TERMINATION**

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

26 B. Breach of Contract - The COUNTY may immediately suspend or terminate this  
27 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 28 1) An illegal or improper use of funds;

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

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

**5. COMPENSATION/INVOICING**

CONTRACTOR's Internship Program conducted pursuant to the terms and conditions of this Agreement shall be performed without the payment of any monetary consideration between CONTRACTOR and COUNTY, from one party to the other.

**6. INDEPENDENT CONTRACTOR**

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

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

Because of its status as an independent contractor, CONTRACTOR employees and Interns shall have absolutely no right to employment rights and benefits available to COUNTY employees.

CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all other regulations governing such matters. As between COUNTY and CONTRACTOR, should the Interns be deemed employees, by any governmental or

1 regulatory body, the Interns shall be the employees of CONTRACTOR. It is acknowledged that during the  
2 term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or  
3 to this Agreement.

4 **7. MODIFICATION**

5 Any matters of this Agreement may be modified from time to time by the written consent of  
6 all the parties without, in any way, affecting the remainder.

7 **8. NON-ASSIGNMENT**

8 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties  
9 under this Agreement without the prior written consent of the other party.

10 **9. HOLD HARMLESS**

11 A. CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S  
12 request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses  
13 (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to  
14 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents,  
15 employees, or Interns under this Agreement, and from any and all costs and expenses (including attorney's  
16 fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or  
17 corporation who may be injured or damaged by the performance, or failure to perform, of  
18 CONTRACTOR, its officers, agents, employees, or Interns under this Agreement. CONTRACTOR also  
19 agrees to indemnify COUNTY from and against any and all costs and expenses (including attorney's fees  
20 and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY from a claim by any  
21 Intern that he or she is an employee of COUNTY. In addition, CONTRACTOR agrees to indemnify  
22 COUNTY for Federal, State of California and/or local audit exceptions resulting from noncompliance herein  
23 on the part of CONTRACTOR.

24 B. COUNTY and CONTRACTOR shall give timely notice to the other of any claim,  
25 demand, lien or suit coming to its knowledge which in any way might affect the other party and each party  
26 shall have the right to participate in the defense of the same to the extent of its interest. COUNTY and  
27 CONTRACTOR recognize that the significant mutual benefits of this Agreement depend upon close  
28 cooperation and good faith handling of the matters subject to such indemnification provisions.

1           **10.    INSURANCE**

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

6           A.    Commercial General Liability

7           Commercial General Liability Insurance with limits of not less than One Million  
8 Dollars (\$1,000,000.00) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000.00).  
9 This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
10 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
11 liability or any other liability insurance deemed necessary because of the nature of this contract.

12           B.   Automobile Liability

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

16           C.   Professional Liability

17           If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,  
18 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million  
19 Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

20           D.   Worker's Compensation

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

23           Additional Requirements Relating to Insurance

24           CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance  
25 naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional  
26 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for  
27 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
28 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance

1 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without  
2 a minimum of thirty (30) days advance written notice given to COUNTY.

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

8 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
9 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
10 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box  
11 11867, Fresno, CA 93775, Attention: Contracts Section – 6<sup>th</sup> Floor, stating that such insurance coverage  
12 have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will  
13 not be responsible for any premiums on the policies; that for such worker's compensation insurance the  
14 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any  
15 amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such  
16 Commercial General Liability insurance names the County of Fresno, its officers, agents and employees,  
17 individually and collectively, as additional insured, but only insofar as the operations under this Agreement  
18 are concerned; that such coverage for additional insured shall apply as primary insurance and any other  
19 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess  
20 only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this  
21 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice  
22 given to COUNTY.

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

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

1           **11.    CONFIDENTIALITY**

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

5           **12.    DATA SECURITY**

6           For the purpose of preventing the potential loss, misappropriation or inadvertent  
7 access, viewing, use or disclosure of COUNTY data including sensitive or personal client  
8 information; abuse of COUNTY resources; and/or disruption to COUNTY operations, individuals  
9 and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of  
10 providing services under this Agreement must employ adequate data security measures to protect  
11 the confidential information provided to CONTRACTOR by the COUNTY, including but not limited  
12 to the following:

13                   A.     CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices

14 CONTRACTOR may not connect to COUNTY networks via personally-owned mobile, wireless or  
15 handheld devices, unless the following conditions are met:

- 16                           1)     CONTRACTOR has received authorization by COUNTY for  
17 telecommuting purposes;
- 18                           2)     Current virus protection software is in place;
- 19                           3)     Mobile device has the remote wipe feature enabled; and
- 20                           4)     A secure connection is used.

21                   B.     CONTRACTOR-Owned Computers or Computer Peripherals

22 CONTRACTOR may not bring CONTRACTOR-owned computers or computer peripherals into the  
23 COUNTY for use without prior authorization from the COUNTY's Chief Information Officer, and/or  
24 designee(s), including but not limited to mobile storage devices. If data is approved to be  
25 transferred, data must be stored on a secure server approved by the COUNTY and transferred by  
26 means of a Virtual Private Network (VPN) connection, or another type of secure connection. Said  
27 data must be encrypted.

28                   C.     COUNTY-Owned Computer Equipment

1 CONTRACTOR or anyone having an employment relationship with the COUNTY, may not use  
2 COUNTY computers or computer peripherals on non-COUNTY premises without prior  
3 authorization from the COUNTY's Chief Information Officer, and/or designee(s).

4 D. CONTRACTOR may not store COUNTY's private, confidential or sensitive  
5 data on any hard-disk drive, portable storage device, or remote storage installation unless  
6 encrypted.

7 E. CONTRACTOR shall be responsible to employ strict controls to ensure the  
8 integrity and security of COUNTY's confidential information and to prevent unauthorized access,  
9 viewing, use or disclosure of data maintained in computer files, program documentation, data  
10 processing systems, data files and data processing equipment which stores or processes  
11 COUNTY data internally and externally.

12 F. Confidential client information transmitted to one party by the other by means  
13 of electronic transmissions must be encrypted according to Advanced Encryption Standards  
14 (AES) of 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

15 G. CONTRACTOR is responsible to immediately notify COUNTY of any  
16 violations, breaches or potential breaches of security related to COUNTY's confidential  
17 information, data maintained in computer files, program documentation, data processing systems,  
18 data files and data processing equipment which stores or processes COUNTY data internally or  
19 externally.

20 H. COUNTY shall provide oversight to CONTRACTOR's response to All  
21 Incidents arising from a possible breach of security related to COUNTY's confidential client  
22 information provided to CONTRACTOR. CONTRACTOR will be responsible to issue any  
23 notification to affected individuals as required by law or as deemed necessary by COUNTY in its  
24 sole discretion. CONTRACTOR will be responsible for all costs incurred as a result of providing  
25 the required notification. As used herein, "All Incidents" refers only to those incidents which are  
26 within CONTRACTOR's control (e.g. incidents involving its employees and/or subcontractors).

27 **13. NO EMPLOYMENT GUARANTEES**

28 CONTRACTOR and COUNTY acknowledge and agree that although COUNTY may

1 employ Intern at some future date, neither CONTRACTOR nor COUNTY has made any statement,  
2 representation or offer to Intern guaranteeing Intern employment with COUNTY based upon Intern's  
3 participation in, or completion of, the Internship Program, The Internship Program is not a recruiting  
4 mechanism for COUNTY and the Internship Program is not intended to screen potential applicants for  
5 future employment opportunities with the COUNTY. After the internship period has expired, COUNTY may  
6 consider qualified Interns for future employment opportunities.

7 **14. AUDITS AND INSPECTIONS**

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

13 **15. NON-DISCRIMINATION**

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

20 **16. NOTICES**

21 The persons and their addresses having authority to give and receive notices under this  
22 Agreement include the following:

23 COUNTY

24 Director, County of Fresno  
25 Department of Public Health  
26 P.O. Box 11867  
27 Fresno, CA 93775

CONTRACTOR

23 Joseph Cortes, Senior Vice President  
24 Health Career Connection  
25 300 Frank H. Ogawa Plaza, Suite 243  
26 Oakland, CA 94612

27 All notices between the COUNTY and CONTRACTOR provided for or permitted under this  
28 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

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

13 **17. GOVERNING LAW**

14 Venue for any action arising out of or related to this Agreement shall only be in Fresno  
15 County, California.

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

18 **18. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

1 transaction or immediately thereafter.

2 **19. SEVERABILITY**

3 The positions of this Agreement are severable. The invalidity or unenforceability of any  
4 one provision in the Agreement shall not affect the other provisions.

5 **20. ENTIRE AGREEMENT**

6 This Agreement constitutes the entire agreement between the CONTRACTOR and  
7 COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations,  
8 proposals, commitments, writings, advertisements, publications, and understanding of any nature  
9 whatsoever unless expressly included in this Agreement.

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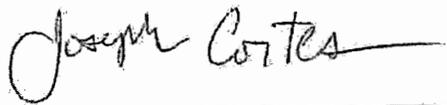
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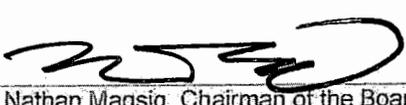
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1 IN WITNESS WHEREOF, he parties hereto have executed this Agreement as of the day and year first  
2 hereinabove written.

3 CONTRACTOR:  
4 HEALTH CAREER CONNECTION

COUNTY OF FRESNO:

5 



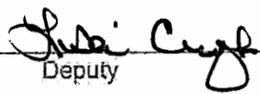
6 (Authorized Signature)

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

7  
8  
9  
10 Joseph Cortes, Senior Vice President.

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

11  
12  
13 (Authorized Signature)

By:   
Deputy

14  
15  
16 Print Name & Title  
17 (Corporation, or any Assistant Secretary, or Chief  
Financial Officer, or any Assistant Treasurer)

18  
19  
20 Mailing Address  
21 300 Frank H. Ogawa Plaza, Suite 243  
22 Oakland, CA 94612  
23 Phone #: (866) 579-4442 Fax: (866) 966-9462  
Contact: Joseph Cortes, Senior Vice President

24  
25 FOR ACCOUNTING USE ONLY:  
26 ORG No.: 5620  
Subclass/Fund: 10000/0001

27 JW  
28

## 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 A

<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>	