

1 **LICENSE AGREEMENT**

2 This License Agreement ("Agreement") is dated \_\_\_\_\_ and is between  
3 Central California Faculty Medical Group, Inc., a California corporation, whose principal place of  
4 business is located at 2625 East Divisadero Street, Fresno, CA 93721 ("Licensee"), and the  
5 County of Fresno, a political subdivision of the State of California ("County" or "Licensor").  
6 Licensor and Licensee are collectively referred to herein as "the Parties."

7 **Recitals**

8 A. County entered into County Agreement No. \_\_\_\_\_ on \_\_\_\_\_ with  
9 Licensee to deliver psychiatric services at County's facilities listed in Exhibit A "Location of  
10 Services".

11 B. The County is in need of psychiatric service providers to deliver in-person care to  
12 persons served by County's Department of Behavioral Health (DBH). Through this Agreement,  
13 the Licensee will provide outpatient psychiatric care to adults and children with behavioral health  
14 needs in County-owned facilities.

15 The parties therefore agree as follows:

16 **Article 1**

17 **Scope of Services**

18 1.1 **Scope of Services.** The Licensee shall perform all of the services provided in  
19 Exhibit B to this agreement, titled "Fresno County Department of Behavioral Health Scope of  
20 Work".

21 1.2 **Licensee Requirements.** The Licensee shall comply with all requirements provided  
22 in Exhibit C to this agreement, titled "County of Fresno Licensee Requirements".

23 1.3 **Representation.** The Licensee represents that it is qualified, ready, willing, and able  
24 to perform all of the services provided in this Agreement.

25 1.4 **Compliance with Laws.** The Licensee shall, at its own cost, comply with all  
26 applicable federal, state, and local laws and regulations in the performance of its obligations  
27 under this Agreement, including but not limited to workers compensation, labor, and  
28 confidentiality laws and regulations.

1 **Article 2**

2 **Consideration**

3 2.1 Licensee shall pay to County zero dollars (\$0) in compensation for this Agreement.  
4 County agrees that the services provided by Licensee are adequate consideration for use of  
5 the Premises. These services are set forth in Licensee's Scope of Work, attached as Exhibit B,  
6 and incorporated by this reference. Such consideration, in addition to the mutual promises and  
7 covenants made herein by the Parties, is deemed by the Parties to be sufficient consideration  
8 for use of the Premises.

9 **Article 3**

10 **Term of Agreement**

11 3.1 **Term.** This Agreement is effective on July 1, 2025 and terminates on June 30, 2027  
12 except as provided in Article 5, "Termination and Suspension," below.

13 **Article 4**

14 **Notices**

15 4.1 **Contact Information.** The persons and their addresses having authority to give and  
16 receive notices provided for or permitted under this Agreement include the following:

17 **For the County:**

18 Director, Department of General Services  
19 333 W. Pontiac Way  
20 Clovis, CA 93612  
Facsimile: (559) 600-5927

21 **For the Licensee:**

22 Joyce Fields-Keene, Chief Executive Officer  
23 Central California Faculty Medical Group, Inc.  
24 2625 East Divisadero Street  
Fresno, CA 93721  
(559) 453-5200

25 4.2 **Change of Contact Information.** Either party may change the information in section  
26 4.1 by giving notice as provided in section 4.3.

27 4.3 **Method of Delivery.** Each notice between the County and the Licensee provided for  
28 or permitted under this Agreement must be in writing, state that it is a notice provided under this

1 Agreement, and be delivered either by personal service, by first-class United States mail, by an  
2 overnight commercial courier service, by telephonic facsimile transmission, or by Portable  
3 Document Format (PDF) document attached to an email.

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

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

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

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

17 4.4 **Claims Presentation.** For all claims arising from or related to this Agreement,  
18 nothing in this Agreement establishes, waives, or modifies any claims presentation  
19 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
20 of Title 1 of the Government Code, beginning with section 810).

## 21 **Article 5**

### 22 **Termination and Suspension**

23 5.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are  
24 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
25 are not allocated, then the County, upon at least thirty (30) days' advance written notice to the  
26 Licensee, may:

27 (A) Modify the services provided by the Licensee under this Agreement; or

28 (B) Terminate this Agreement.

1       **5.2 Termination for Breach.**

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

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

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

10           (1) Failed to comply with any part of this Agreement;

11           (2) Submitted a substantially incorrect or incomplete report to the County; or

12           (3) Improperly performed any of its obligations under this Agreement.

13       **5.3 Termination without Cause.** In circumstances other than those set forth above, the  
14       County may terminate this Agreement by giving at least thirty (30) days advance written notice  
15       to the Licensee.

16       **5.4 Economic Sanctions.** In accordance with Executive Order N-6-22 regarding  
17       Economic Sanctions against Russia and Russian entities and individuals, the County may  
18       terminate this Agreement if the Licensee is a target of Economic Sanctions or is conducting  
19       prohibited transactions with sanctioned individuals or entities. The County shall provide at least  
20       thirty (30) days advance written notice to the Licensee.

21       **5.5 No Penalty or Further Obligation.** Any termination of this Agreement by the County  
22       under this Article 5 is without penalty to or further obligation of the County.

23       **5.6** County shall have the right to terminate this Agreement immediately in the event  
24       Licensee ceases to provide the services in Exhibit A, herein, in a manner that is to County's sole  
25       satisfaction. As to County, the Director of General Services or the Director of the Department of  
26       Behavioral Health, or one of their designees, may provide written notice of termination of this  
27       Agreement to Licensee.

1 **Article 6**

2 **Independent Contractor**

3 6.1 **Status.** In performing under this Agreement, the Licensee, 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 Licensee's performance under this Agreement, but the County may  
9 verify that the Licensee is performing according to the terms of this Agreement, the service the  
10 Contractor is providing, and the language in Exhibit B.

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

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

18 **Article 7**

19 **Indemnity and Defense**

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

28 7.2 **Survival.** This Article 7 survives the termination of this Agreement.

1 **Article 8**

2 **Insurance**

3 8.1 The Licensee shall comply with all the insurance requirements in Exhibit D to this  
4 Agreement.

5 **Article 9**

6 **Data Security**

7 9.1 Licensee shall comply with data security requirements in Exhibit E to this Agreement.

8 **Article 10**

9 **Disclosure of Self-Dealing Transactions**

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

12 10.2 **Duty to Disclose.** If any member of the Licensee's board of directors is party to a  
13 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
14 "Self-Dealing Transaction Disclosure Form" (Exhibit F to this Agreement) and submitting it to the  
15 County before commencing the transaction or immediately after.

16 10.3 **Definition.** "Self-dealing transaction" means a transaction to which the Licensee is a  
17 party and in which one or more of its directors, as an individual, has a material financial interest.

18 **Article 11**

19 **General Terms**

20 11.1 **Modification.** Except as provided in Article 5, "Termination and Suspension," this  
21 Agreement may not be modified, and no waiver is effective, except by written agreement signed  
22 by both parties. The Licensee acknowledges that County employees have no authority to modify  
23 this Agreement except as expressly provided in this Agreement.

24 11.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
25 under this Agreement without the prior written consent of the other party.

26 11.3 **Governing Law.** The laws of the State of California govern all matters arising from  
27 or related to this Agreement.  
28

1       11.4   **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
2 County, California. Licensee consents to California jurisdiction for actions arising from or related  
3 to this Agreement, and, subject to the Government Claims Act, all such actions must be brought  
4 and maintained in Fresno County.

5       11.5   **Construction.** The final form of this Agreement is the result of the parties' combined  
6 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
7 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
8 against either party.

9       11.6   **Contingency of Professional Services Agreement.** The Parties agree that  
10 execution of this License is contingent upon execution of the PSA, and it is the intent of the  
11 Parties that this License and the PSA be executed simultaneously. In the event the Parties  
12 cannot execute this License and the PSA simultaneously, then this License and the PSA shall  
13 be void and unenforceable, and the Parties shall be released from any and all liabilities and  
14 obligations hereunder and thereunder, unless this License and the PSA are executed within five  
15 (5) days of the execution of the other. This License Agreement shall only be in effect if the PSA  
16 is in effect; should the PSA terminate, this License Agreement also shall terminate.

17       11.7   **Days.** Unless otherwise specified, "days" means calendar days.

18       11.8   **Headings.** The headings and section titles in this Agreement are for convenience  
19 only and are not part of this Agreement.

20       11.9   **Severability.** If anything in this Agreement is found by a court of competent  
21 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
22 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
23 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
24 intent.

25       11.10   **Nondiscrimination.** During the performance of this Agreement, the Licensee shall  
26 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
27 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
28 mental disability, medical condition, genetic information, marital status, sex, gender, gender

identity, gender expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of California and federal statutes and regulation.

Licensee shall take affirmative action to ensure that services to intended Medi-Cal beneficiaries are provided without use of any policy or practice that has the effect of discriminating on the basis of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability.

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

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

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

11.14 **Authorized Signature.** The Licensee represents and warrants to the County that:

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

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



1       11.15 **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       11.16 **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]*  
26  
27  
28

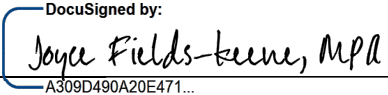
The parties are signing this Agreement on the date stated in the introductory clause.

LICENSEE:

LICENSOR:

CENTRAL CALIFORNIA FACULTY  
MEDICAL GROUP, INC.

COUNTY OF FRESNO

By:  DocuSigned by:  
A309D490A20E471...

Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the County of  
Fresno


Print Name: Joyce Fields-Keene, MPA

Title: Chief Executive Officer  
Chairman of the Board, or President,  
or any Vice President

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

Date: 06/06/2025

By: \_\_\_\_\_  
Deputy

By:  Signed by:  
1AFFEAE83F9479...

Print Name: Devin Nugent

Title: Chief Administrative Officer  
Secretary (of Corporation), or any  
Assistant Secretary, or Chief Financial  
Officer, or any Assistant Treasurer

Date: 06/06/2025

Mailing Address:  
2625 East Divisadero Street  
Fresno, CA 93721

Phone No.: (559) 453-5200 ext. 11230  
Contact: Devin Nugent

For accounting use only:

Org No.: 56302920  
56302246  
Account No.: 7295/0  
Fund No.: 0001  
Subclass No. 10000

**FRESNO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
LOCATION OF SERVICES**

Health and Wellness Center  
1925 E. Dakota Avenue  
Fresno, CA 93726

Children's Outpatient Clinic  
2719 Air Fresno Drive  
Fresno, CA 93727

Adult Outpatient Clinic  
4441 E. Cesar Chavez Blvd.  
Fresno, CA 93702

West Fresno Regional Center  
188 E. California Avenue  
Fresno, CA 93706

Service locations may change over the course of this Agreement.

**FRESNO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SCOPE OF WORK**

**I. PROGRAM NAME**

License Agreement with Central California Faculty Medical Group, Inc.

**II. DESCRIPTION OF SERVICES**

**A. Services Start Date**

Psychiatric services shall begin July 1, 2025 and terminates on June 30, 2027.

**B. Summary of Services**

Licensee shall use County facilities identified in Exhibit A to provide psychiatric services to persons served by the Fresno County Department of Behavioral Health in accordance with Exhibit C.

# County of Fresno Licensee Requirements

## **I. Licensee Requirements**

- a. As to the Premises, Licensee acknowledges that Licensor is a public governmental entity. Accordingly, if any work is undertaken at the Premises by or on behalf of Licensee, it may be deemed a “public works” project, and Licensee shall comply with, and shall ensure compliance by all contractors and subcontractors with, all applicable laws and regulations, including the payment of prevailing wages pursuant to Section 1770 et. seq. of the Labor Code, and as described herein.
- b. In accordance with Labor Code section 1770, et seq., the Director of the Department of Industrial Relations of the State of California has determined the general prevailing wages rates and employer payments for health and welfare pension, vacation, travel time and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done.
- c. Information pertaining to applicable Prevailing Wage Rates may be found on the website for the State of California – Department of Industrial Relations:  
<http://www.dir.ca.gov/oprl/PWD/index.htm>. Information pertaining to applicable prevailing wage rates for apprentices may be found on the website for the State of California – Department of Industrial Relations:  
<http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>.
- d. It shall be mandatory upon Licensee, Licensee’s contractor, and upon any subcontractor to pay not less than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or mechanics employed for work completed to the Premises under this License, including those workers employed as apprentices. Further, Licensee and each subcontractor shall comply with Labor Code sections 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-mentioned prevailing wage rates shall be posted by Licensee at the job site for any work completed to the Premises under this License, where it will be available to any interested party.
- e. Licensee shall comply with Labor Code section 1775, and shall forfeit as a penalty to the County of Fresno Two Hundred Dollars (\$200.00) for each calendar day or portions

thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any work done under this License by Licensee, Licensee's contractor, or by any subcontractor under Licensee in violation of Labor Code section 1770, et seq. In addition to the penalty, the difference between the prevailing wage rates and amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Licensee, Licensee's contractor, or subcontractor.

- f. Licensee, Licensee's contractor, and subcontractor shall keep an accurate record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with any work completed to the Premises under this License. In accordance with Labor Code section 1776, each payroll record shall be certified and verified by a written declaration under penalty of perjury stating that the information within the payroll record is true and correct and that Licensee, Licensee's contractor, or subcontractor have complied with the requirements of Labor Code sections 1771, 1811 and 1815 for any work performed by their employees on the Premises under this License. These records shall be open at all reasonable hours to inspection by Licensor, its officers and agents, and to the representatives of the State of California – Department of Industrial Relations, including but not limited to the Division of Labor Standards Enforcement.

## **II. General Requirements**

- a. **Premises.** County shall make available to Licensee adequate office space at the Building location as found in Exhibit A. If, at any time during the term of this Agreement, County's lease for the Premises terminates and County has not acquired title to the Premises, Licensee and County agree to amend this Agreement to change the location of the Premises, which will be owned or leased by County. County shall notify Licensee of the new location at least thirty (30) days in advance of that location change.
- b. **Right of Entry.** County, or its representative(s), shall have the right to enter the Premises at any time during business hours with reasonable notice, and at such other times as County deems appropriate, to make any alterations, repairs or improvements to the

Premises. The normal business of Licensee or its invitees shall not be unnecessarily inconvenienced.

- c. **Utilities.** County shall provide for electricity, natural gas, water, sewer, garbage, and telephone costs used at the Premises by Licensee in accordance with Agreement No. \_\_\_\_\_. County cost of the utilities will be invoiced to the Licensee monthly, if applicable.
- d. **Use.**
  - i. Licensee shall use the Premises 12 hours per day, 264 days per year to provide the services described in Exhibit B. Licensee agrees that its use of the Premises shall only be used to provide these services. Special requests must be coordinated and approved through Department of Behavioral Health (DBH) Facilities. Licensee agrees not to commit, suffer or permit any waste or nuisance on the Premises, and not to use or permit the use of the Premises for any illegal or immoral purposes. Licensee further agrees to comply with all state laws, local ordinances and other governmental regulations which may be required by any governmental authorities.
  - ii. County shall make the Premises available in “as is” condition. Prior to the execution of this Agreement, Licensee shall visit the Premises, and by its independent determination confirm that the Premises are suitable for its use.
- e. **Furniture.** Licensee agrees that any furniture, modular equipment, fixtures or apparatus installed in or on the Premises by Licensee is the property of County and may not be removed by Licensee at any time.
- f. **Fixtures.** Licensee agrees that any equipment, fixtures or apparatus installed in or on the Premises by Licensee is the property of County and may not be removed by Licensee at any time.
- g. **Keys and Access.** Licensee will be provided keys, if applicable, and badge access to the Premises. Additional key and new badge requests shall be submitted to DBH Facilities. Lost keys and badges shall be reported within twenty-four (24) hours. Licensee may be charged for replacement keys and badges. Keys and badges of staff who are no longer employed by Licensee must be turned into DBH Facilities within (7) seven days. Please refer to “Exhibit B – Attachment A” for additional badge access details.

- h. **Authority.** Each individual executing this Agreement on behalf of Licensee represents and warrants that that individual is duly authorized to execute and deliver this Agreement on behalf of Licensee, and that this Agreement is binding upon Licensee in accordance with its terms. The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to such terms as are included in this Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement, arrangement, understanding or negotiation (whether oral or written).

### **III. Maintenance and Repairs of Premises**

- a. As this is a County owned facility, GSD-Facilities shall be responsible for the structural condition of the Premises, and for all exterior and interior maintenance, including but not limited to, air conditioning, heating, plumbing, roof, painting, landscaping and parking lot. County covenants that the Premises shall be maintained in substantially the same condition as that existing at the commencement of this Agreement.
- b. Licensee shall report any damages to the Premises within twenty-four (24) hours after they occur to DBH Facilities [dbhfacilities@fresnocountyca.gov](mailto:dbhfacilities@fresnocountyca.gov).
- c. Licensee shall be responsible to pay for all damages and resulting building maintenance caused by the actions of persons served by the Licensee's, employees, and invitees.

### **IV. Improvements to the Premises**

- a. If Licensee desires to make improvements to the Premises, Licensee shall provide drawings and plans describing the improvements to the Director of the Department of Behavioral Health, for review and written approval. Licensee's request to make improvements is in County's sole discretion. Licensee shall pay all costs associated with its requested improvements. The construction of Licensee's improvements to the Premises shall be performed by County or its approved agent.
- b. Disability Access Inspection. Neither the Building nor the common areas located on the Premises have undergone inspection by a Certified Access Specialist (CASP) within the meaning of California Civil Code Section 1938, and County is not providing any representations or warranties regarding whether the Premises meets all applicable construction-related accessibility standards. If Licensee desires to make improvements



to the Premises, Licensee shall comply with California Civil Code Section 1938 as related to all improvements.

- c. Compliance with Laws including Americans With Disabilities Act. If Licensee desires to make improvements to the Premises, all improvements shall be in compliance with all applicable federal, state and local laws, ordinances and regulations, including but not limited to human occupancy and safety laws and regulations, health and building codes, and the Americans With Disabilities Act (42 United States Codes, secs. 12101, et seq., and all related guidelines, standards, and regulations.)

## **V. Enforcement of the Agreement**

- a. If Licensee defaults on any of the covenants or agreements contained in this Agreement, County shall give written notice of such default to Licensee, and Licensee shall have thirty (30) days to cure such default. If Licensee does not cure the default within thirty (30) days, County may, at its option, at any time after such default or breach and without any demand on or notice to Licensee or to any other person, of any kind whatsoever, re-enter and take possession of the Premises, and remove all persons or property therefrom, and Licensee waives any legal remedy to defeat County's rights and possessions hereunder. However, nothing contained herein shall prevent County from seeking any other legal or equitable remedies in a court of law which arise from such breach or default.

## **VI. Surrender of Possession**

- a. Upon the expiration or termination of this Agreement, Licensee will surrender the Premises to County in such condition as existed at the commencement of this Agreement less reasonable wear and tear, less the effects of any Casualty as herein defined, and less the effects of any breach of County's covenant to maintain. Licensee will not be responsible for any damage which Licensee was not obligated hereunder to repair.
- b. Casualty is defined as any damage or destruction as a result of fire, act of God, or any other identifiable event of a sudden, unexpected, or unusual nature.

**VII. Possessory Interest Tax**

- a. The parties acknowledge that California Revenue & Taxation Code § 107.6 provides, in relevant part, the following: “(a) The state or any local public entity of government, when entering into a written contract with a private party whereby a possessory interest subject to property taxation may be created, shall include, or cause to be included, in that contract, a statement that the property interest may be subject to property taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on the interest.” Accordingly, the parties agree that County is a ‘local public entity of government,’ and that Licensee is a “private party,” respectively, within the meaning of California Revenue & Taxation Code § 107.6(a), and that this Agreement (to the extent that it may be necessary under California Revenue & Taxation Code § 107.6(a) for the Parties to acknowledge and agree herein with respect to this Agreement) is a “contract,” which creates a possessory interest that may be subject to property taxation pursuant to California Revenue & Taxation Code § 107.6(a). Licensee agrees to pay any possessory interest tax which may be levied upon the Premises. In this respect, Licensee understands that Licensee's use of property owned by a tax-exempt public agency may be subject to property taxation, and Licensee (the person in whom the possessory interest is vested) is subject to the payment of property taxes levied on such interest.

## **Exhibit C – Attachment A**

### **Identification Badge Guidelines for Contracted Vendors**

**EXPECTATION:** The County of Fresno, Department of Behavioral Health (DBH) is firmly committed to full compliance with all applicable laws, regulations, rules, and guidelines that apply to its Behavioral Health operations and services. All Contracted Vendors will be required to acknowledge and certify their compliance with this intention (by reading and signing or implementing this guideline).

#### **PROCEDURE:**

##### **I. SCOPE**

This guideline applies to all Contracted Vendors (including contractor's employees and subcontractors) working in Behavioral Health programs. This sets forth the guidelines for obtaining and use of County Identification badges within the Department of Behavioral Health.

##### **II. RESPONSIBILITIES**

###### **A. Supervisors**

Requests for identification badges are to be sent to the DBH Facilities mailbox ([DBHFacilities@fresnocountyca.gov](mailto:DBHFacilities@fresnocountyca.gov)). Please provide the following:

**Staff name:**

**Position/Title:**

**Last four of the Social Security number:**

**Cost Center:**

**Organization Name:**

Once received, DBH Facilities will inform the Supervisor a request was submitted to County Security and will be instructed to email or call County Security to schedule a time to take a picture and pick up the badge. All Contracted Supervisors are responsible for ensuring their staff are aware of and adhere to this instruction. Contracted Supervisors are also responsible for the enforcement of wearing photo identification badges within their team.

###### **B. Staff**

To ensure a safe workplace, staff are required to wear a photo identification badge in a visible position during working hours.

The identification badge must show a photograph of the individual, along with their name, job title, and The County of Fresno logo. Identification badges must not be left unattended. At no time shall an employee loan their identification badge to another employee or client for access to a building, restroom, or other secure area. Staff are responsible for the security of their own identification badge.

"Tailgating" or "Shadowing" is not allowed and is a type of physical security breach where an unauthorized person (Staff without a badge) follows an authorized person (staff with a badge) into a secured area. It is the responsibility of the employee to always have their identification badge with them during work hours. In the event this does not happen, access to Fresno County buildings may not be permitted. The employee will be asked to return home to retrieve their identification badge to gain building access.

### **III. ADMINISTRATIVE**

#### **A. Role Changes and/or Name Changes**

Any changes to County identification badges must be emailed to DBH Facilities with the aforementioned information, after which time a request will be submitted to County Security.

#### **B. Separation**

The identification badge should be returned to DBH Facilities and any issued building keys on an employee's last day of employment.

#### **C. Loss of Badge**

The Supervisor must be informed by the employee immediately, if their badge is lost or stolen. The Supervisor shall then report this to DBH Facilities, so that the lost or stolen identification badge can be deactivated, and a replacement identification badge requested. Employees may be subject to a replacement identification badge fee.

## 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 Five Million Dollars (\$5,000,000). 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) **Real and Property Insurance.** Contractor shall maintain a policy of insurance for all risk personal property coverage which shall be endorsed naming the County of Fresno as an additional loss payee. The personal property coverage shall be in an amount that will cover the total of the County purchase and owned property.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (E) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.

### 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 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.
  - (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that

the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (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.

## Data Security

### 1. Definitions

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

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



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

## 2. Standard of Care

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

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

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

### **3. Information Security**

- (A) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.
- (B) The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.
- (C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:
- (i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
  - (ii) ensuring that all of the Contractor's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
  - (iii) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b)

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

- (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);
  - (v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information;
  - (vi) having a patch management process including installation of all operating system and software vendor security patches;
  - (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and
  - (viii) providing appropriate privacy and information security training to Authorized Employees.
- (D) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit. The Contractor shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.
- (E) The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.
- (F) The Contractor shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable,

erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

#### **4. Security Breach Procedures**

- (A) Immediately upon the Contractor's awareness or reasonable belief of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email addresses: [incidents@fresnocountyca.gov](mailto:incidents@fresnocountyca.gov), 559-600-5900, (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- (B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:
- (i) assisting the County in conducting any investigation;
  - (ii) providing the County with physical access to the facilities and operations affected;
  - (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and
  - (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

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

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

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

## **5. Oversight of Security Compliance**

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

**6. Return or Destruction of Personal Information.** Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit,

such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County according, specifying the reason, and continue to extend the protections of this Exhibit to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. The Contractor's obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

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

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

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

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

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

## 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).



<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>	