

1 **SERVICE AGREEMENT**

2 This Service Agreement (“Agreement”) is dated _____ and is between
3 Fresno Economic Opportunities Commission, a California non-profit 501(c)3 organization
4 (“Contractor”), and the County of Fresno, a political subdivision of the State of California
5 (“County”).

6 **Recitals**

7 A. The Department of Public Health, is in need of partners to provide testing and treatment
8 for communicable diseases with a focus on Sexually Transmitted Infections (STI’s) and
9 Hepatitis C (HCV) in the community; and

10 B. Fresno Economic Opportunities Commission Health clinic provides communicable
11 disease testing and treatment among other services at both its main clinic, and its mobile clinics,
12 which makes them a strong partner to provide these services to the community.

13 C. The Contractor previously provided these services under agreement A-23-172 which
14 effective April 11, 2023, the contractor agreed to provide communicable disease screening and
15 treatment through May 31, 2024.

16 D. The County deems it beneficial to begin receiving services from Contractor under the
17 terms and conditions of this agreement.

18 The parties therefore agree as follows:

19 **Article 1**

20 **Contractor’s Services**

21 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
22 Exhibit A to this Agreement, titled “Scope of Services.”

23 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
24 able to perform all of the services provided in this Agreement.

25 1.3 **Compliance with Laws.** The Contractor 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 **County's Responsibilities**

3 2.1 The County shall provide guidance and assistance to the Contractor with the
4 activities, strategies, and outcomes as set forth in Exhibit A.

5 2.2 When possible or necessary the County shall provide test kits, vaccines, and other
6 items if needed to the Contractor when resources allow.

7 **Article 3**

8 **Compensation, Invoices, and Payments**

9 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
10 the performance of its services under this Agreement as described in Exhibit B to this
11 Agreement, titled "Compensation."

12 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
13 under this Agreement is \$1,500,000, commencing as of October 1, 2024 for the entire term of
14 the Agreement. In no event shall compensation paid for services performed under this
15 agreement exceed One Million Five Hundred Thousand Dollars (\$1,500,000) for the entire term
16 of this Agreement. The Contractor acknowledges that the County is a local government entity
17 and does so with notice that the County's powers are limited by the California Constitution and
18 by State law, and with notice that the Contractor may receive compensation under this
19 Agreement only for services performed according to the terms of this Agreement and while this
20 Agreement is in effect, and subject to the maximum amount payable under this section. The
21 Contractor further acknowledges that County employees have no authority to pay the Contractor
22 except as expressly provided in this Agreement.

23 3.3 **Invoices.** The Contractor shall submit monthly invoices to the County of Fresno,
24 Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attention: Business Office or
25 to dphboap@fresnocountyca.gov. The Contractor shall submit each invoice within 60 days after
26 the month in which the Contractor performs services and in any case within 60 days after the
27 end of the term or termination of this Agreement. Invoices template will include tracking of
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1 specific disease work as outlined in Exhibit A and will either be approved or provided by the
2 County..

3 3.4 **Payment.** The County shall pay each correctly completed and timely submitted
4 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's
5 address specified in the invoice.

6 3.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and
7 expenses that are not specified as payable by the County under this Agreement.

8 **Article 4**

9 **Term of Agreement**

10 4.1 **Term.** This Agreement is effective on October 1, 2024 and terminates on June 30,
11 2027, except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension,"
12 below.

13 4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-
14 year periods only upon written approval of both parties at least 30 days before the first day of
15 the next one-year extension period. The Director or his or her designee is authorized to sign the
16 written approval on behalf of the County based on the Contractor's satisfactory performance.
17 The extension of this Agreement by the County is not a waiver or compromise of any default or
18 breach of this Agreement by the Contractor existing at the time of the extension whether or not
19 known to the County.

20 **Article 5**

21 **Notices**

22 5.1 **Contact Information.** The persons and their addresses having authority to give and
23 receive notices provided for or permitted under this Agreement include the following:

24 **For the County:**
25 Director, Department of Public Health
26 County of Fresno
27 P.O. Box 11867
28 Fresno, CA 93775
DPHContracts@fresnocountyca.gov

For the Contractor:
Emilia Reyes, Chief Executive Office

1 Fresno Economic Opportunities Commission
2 1920 Mariposa Street
3 Fresno, CA 93721

4 5.2 **Change of Contact Information.** Either party may change the information in section
5.1 by giving notice as provided in section 5.3.

5 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
6 for or permitted under this Agreement must be in writing, state that it is a notice provided under
7 this Agreement, and be delivered either by personal service, by first-class United States mail, by
8 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
9 Document Format (PDF) document attached to an email.

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

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

14 (C) A notice delivered by an overnight commercial courier service is effective one
15 County business day after deposit with the overnight commercial courier service,
16 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
17 the recipient.

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

23 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
24 nothing in this Agreement establishes, waives, or modifies any claims presentation
25 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
26 of Title 1 of the Government Code, beginning with section 810).

1 **Article 6**

2 **Termination and Suspension**

3 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
4 contingent on the approval of funds by the appropriating government agency. If sufficient funds
5 are not allocated, then the County, upon at least 30 days' advance written notice to the
6 Contractor, may:

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

8 (B) Terminate this Agreement.

9 6.2 **Termination for Breach.**

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

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

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

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

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

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

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

22 6.3 **Termination without Cause.** In circumstances other than those set forth above, the
23 County may terminate this Agreement by giving at least 30 days advance written notice to the
24 Contractor.

25 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County
26 under this Article 6 is without penalty to or further obligation of the County.

27 6.5 **County's Rights upon Termination.** Upon termination for breach under this Article
28 6, the County may demand repayment by the Contractor of any monies disbursed to the

1 Contractor under this Agreement that, in the County's sole judgment, were not expended in
2 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
3 demand. This section survives the termination of this Agreement.

4 **Article 7**

5 **Funding Source**

6 7.1 **Services Funding Source.** Funding for these services is provided by the State of
7 California, Health and Human Services Agency, California Department of Public Health, STD
8 Control Program.

9 **Article 8**

10 **Confidentiality**

11 8.1 **Confidentiality.** All services performed by the Contractor under this Agreement
12 shall be in strict conformance with all applicable Federal, State of California and/or local laws
13 and regulations relating to confidentiality. In addition, Contractor agrees to abide by the terms
14 and conditions of the Business Associate Agreement attached hereto as Exhibit E.

15 **Article 9**

16 **Independent Contractor**

17 9.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
18 agents, employees, and volunteers, is at all times acting and performing as an independent
19 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
20 venturer, partner, or associate of the County.

21 9.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
22 manner or method of the Contractor's performance under this Agreement, but the County may
23 verify that the Contractor is performing according to the terms of this Agreement.

24 9.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
25 right to employment rights or benefits available to County employees. The Contractor is solely
26 responsible for providing to its own employees all employee benefits required by law. The
27 Contractor shall save the County harmless from all matters relating to the payment of
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1 Contractor's employees, including compliance with Social Security withholding and all related
2 regulations.

3 9.4 **Services to Others.** The parties acknowledge that, during the term of this
4 Agreement, the Contractor may provide services to others unrelated to the County.

5 **Article 10**

6 **Indemnity and Defense**

7 10.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
8 County (including its officers, agents, employees, and volunteers) against all claims, demands,
9 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
10 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to
11 the performance or failure to perform by the Contractor (or any of its officers, agents,
12 subcontractors, or employees) under this Agreement. The County may conduct or participate in
13 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
14 defend the County.

15 10.2 **Survival.** This Article 10 survives the termination of this Agreement.

16 **Article 11**

17 **Insurance**

18 11.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this
19 Agreement.

20 **Article 12**

21 **Inspections, Audits, and Public Records**

22 12.1 **Inspection of Documents.** The Contractor shall make available to the County, and
23 the County may examine at any time during business hours and as often as the County deems
24 necessary, all of the Contractor's records and data with respect to the matters covered by this
25 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
26 request by the County, permit the County to audit and inspect all of such records and data to
27 ensure the Contractor's compliance with the terms of this Agreement.

1 12.2 **State Audit Requirements.** If the compensation to be paid by the County under this
2 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
3 California State Auditor, as provided in Government Code section 8546.7, for a period of three
4 years after final payment under this Agreement. This section survives the termination of this
5 Agreement. Additional Federal audit requirements may apply if any portion of the compensation
6 to be paid by the County under this Agreement is also provided by Federal funding.

7 12.3 **Public Records.** The County is not limited in any manner with respect to its public
8 disclosure of this Agreement or any record or data that the Contractor may provide to the
9 County. The County's public disclosure of this Agreement or any record or data that the
10 Contractor may provide to the County may include but is not limited to the following:

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

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

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

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

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

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

5 **12.4 Public Records Act Requests.** If the County receives a written or oral request
6 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
7 and which the County has a right, under any provision of this Agreement or applicable law, to
8 possess or control, then the County may demand, in writing, that the Contractor deliver to the
9 County, for purposes of public disclosure, the requested records that may be in the possession
10 or control of the Contractor. Within five business days after the County's demand, the
11 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
12 possession or control, together with a written statement that the Contractor, after conducting a
13 diligent search, has produced all requested records that are in the Contractor's possession or
14 control, or (b) provide to the County a written statement that the Contractor, after conducting a
15 diligent search, does not possess or control any of the requested records. The Contractor shall
16 cooperate with the County with respect to any County demand for such records. If the
17 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
18 CPRA or other applicable law, it must deliver the record or data to the County and assert the
19 exemption by citation to specific legal authority within the written statement that it provides to
20 the County under this section. The Contractor's assertion of any exemption from disclosure is
21 not binding on the County, but the County will give at least 10 days' advance written notice to
22 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
23 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
24 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
25 failure to produce any such records, or failure to cooperate with the County with respect to any
26 County demand for any such records.

1 **Article 13**

2 **Disclosure of Self-Dealing Transactions**

3 13.1 **Applicability.** This Article 13 applies if the Contractor is operating as a corporation,
4 or changes its status to operate as a corporation.

5 13.2 **Duty to Disclose.** If any member of the Contractor’s board of directors is party to a
6 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
7 “Self-Dealing Transaction Disclosure Form” (Exhibit C to this Agreement) and submitting it to
8 the County before commencing the transaction or immediately after.

9 13.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is
10 a party and in which one or more of its directors, as an individual, has a material financial
11 interest.

12 **Article 14**

13 **General Terms**

14 14.1 **Modification.** Except as provided in Article 6, “Termination and Suspension,” this
15 Agreement may not be modified, and no waiver is effective, except by written agreement signed
16 by both parties. Notwithstanding the above, changes to object levels in the budget, attached
17 hereto as Exhibit B, that do not exceed ten percent (10%) of the maximum compensation
18 payable to the Contractor, may be made with the written approval of the County’s Department of
19 Public Health Director, or designee. The ten percent (10%) budget modification maximum
20 applies to the cumulative adjustments made through the life of the Agreement. Additionally,
21 said budget changes shall not result in any change to the maximum compensation amount
22 payable to Contractor, nor shall it reduce the delivery of services or significantly modify the
23 scope of the services originally intended and approved under this Agreement, as stated herein.
24 The Contractor acknowledges that County employees have no authority to modify this
25 Agreement except as expressly provided in this Agreement. All budget modifications requests
26 must be submitted in writing to the County by Contractor for review and approval.

27 14.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
28 under this Agreement without the prior written consent of the other party.

1 14.3 **Governing Law.** The laws of the State of California govern all matters arising from
2 or related to this Agreement.

3 14.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
4 County, California. Contractor consents to California jurisdiction for actions arising from or
5 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
6 brought and maintained in Fresno County.

7 14.5 **Construction.** The final form of this Agreement is the result of the parties' combined
8 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
9 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
10 against either party.

11 14.6 **Days.** Unless otherwise specified, "days" means calendar days.

12 14.7 **Headings.** The headings and section titles in this Agreement are for convenience
13 only and are not part of this Agreement.

14 14.8 **Severability.** If anything in this Agreement is found by a court of competent
15 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
16 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
17 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
18 intent.

19 14.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
20 not unlawfully discriminate against any employee or applicant for employment, or recipient of
21 services, because of race, religious creed, color, national origin, ancestry, physical disability,
22 mental disability, medical condition, genetic information, marital status, sex, gender, gender
23 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
24 all applicable State of California and federal statutes and regulation.

25 14.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
26 of the Contractor under this Agreement on any one or more occasions is not a waiver of
27 performance of any continuing or other obligation of the Contractor and does not prohibit
28 enforcement by the County of any obligation on any other occasion.

1 14.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
2 between the Contractor and the County with respect to the subject matter of this Agreement,
3 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
4 publications, and understandings of any nature unless those things are expressly included in
5 this Agreement. If there is any inconsistency between the terms of this Agreement without its
6 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
7 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
8 exhibits.

9 14.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
10 create any rights or obligations for any person or entity except for the parties.

11 14.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

17 14.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
18 electronic signature as provided in this section.

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

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

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

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

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

11 14.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
12 original, and all of which together constitute this Agreement.

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[SIGNATURE PAGE FOLLOWS]

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

2 FRESNO ECONOMIC OPPORTUNITIES
3 COMMISSION

COUNTY OF FRESNO

4 *Emilia Reyes*

5 _____
6 Emilia Reyes, Chief Executive Office

7 1920 Mariposa Street
8 Fresno, California 93721

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

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

9
10 By: _____
Deputy

11 For accounting use only:

12 Org No.: 56201645/1661
13 Account No.: 7295
14 Fund No.: 0001
15 Subclass No.: 10000
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Communicable Diseases Testing, Treatment and Care Coordination Project

SCOPE OF WORK 2024 – 2029

1. Service Overview

The purpose of the project is for Fresno Economic Opportunities Commission to provide outreach, education, screening and testing activities to communities at-risk for various communicable diseases in Fresno County. Groups most at-risk for various communicable diseases include: teens and young adults, LGBTQ+, Black/African American and Hispanic/Latinx and other men who have sex with other men, trans and non-binary persons, people with human immunodeficiency virus (HIV) or recent history of a sexually transmitted infection.

2. Service Location

The services shall be performed at applicable sites and locations within Fresno County. Service hours shall be provided during normal business hours Monday through Friday, excluding official holidays.

3. Services to be Performed

Fresno Economic Opportunities Commission shall perform the following services:

- A. Implement/operate health screenings and treatment clinics for all communicable diseases.
- B. Conduct outreach/education efforts as well as administer vaccines and/or testing for populations at-risk for communicable diseases, particularly those disproportionately impacted by the disease.
 - a. Identify through data analysis any targeted high risk populations such as LGBTQ, Homeless, at-risk Black/African American, Hispanic/Latinx and Asians.
- C. Communicate with partner organizations:
 - a. Coordinate with FCDPH staff all communication leads from various clinic sites to plan and coordinate communication strategies.
 - b. Plan health education talking points, messages and materials within targeted populations.
 - i. Flyer distribution
 - ii. Events tabling
 - iii. In-person training

Exhibit A

- iv. Virtual training
 - v. Social media direct messaging
 - c. Promote clinic locations in each local area.
- D. Accept, store and administer vaccines for treatment.
- E. Onboard and have a valid California Immunization Registry (CAIR) Or Code.
- F. Electronically report all vaccine doses administered in CAIR.
- G. Submit data/record of tests and treatment administered.
- H. Submit Annual Reports:
 - a. Number of Events Completed
 - b. Number of outreach screenings, testing, treatment of communicable diseases.
- I. Submit complete budget by the established deadline stated in the agreement.

Exhibit B

FRESNO ECONOMIC OPPORTUNITIES COMMISSION HEALTH SERVICES - STD & HCV BUDGET

PERSONNEL	AMOUNT	JUSTIFICATION
Project Director	\$ 51,292	Will provide oversight of the "STD Screening & Hepatitis C Project" for Fresno County Department of Public Health and ensure that all quality standards and performance on the delivery of scope of work are met. Project Director has deep knowledge and experience leading and managing program implementation. Time will be used in working to provide oversight and supervision of project activities and implementation, contract compliance, quality assurance, budget adherence and program outcomes. Salary supported request. Salary and Fringe Benefits ----- 10% of FTE
Project Coordinator	\$ 168,962	Coordinates all activities with staff and team. Provides program implementation and delivery. Will build relationships with partnering community and establish clinic sites for screening, testing and treatment. Project Coordinator will devote 50% of her time on this project. Salary supported request. Salary and Fringe Benefits ----- 50% of FTE
Clinician	\$ 182,312	Will provide all screening, testing and treatment to receive services at various clinical events. Will ensure that all supplies and materials are available and screening information are collected and reported at each event. 25% of time will be used on this project. Salary supported request. Salary and Fringe Benefits ---- 25% of FTE
Clinician	\$ 208,680	Will provide all screening, testing and treatment to receive services at various clinical events. Will ensure that all supplies and materials are available and screening information are collected and reported at each event. 10 hours per week
Community Outreach and Healthcare Educator	\$ 225,858	Will provide outreach, education and recruit of clients to participate in clinical events. Will provide education on STD's such as Chlamydia, Gonorrhea, HIV/AIDS, Syphilis, and HCV prevention and treatment. 100% of time will be used on this project. Salary supported request. Salary and Fringe Benefits --- 100% of FTE
PERSONNEL SUB-TOTAL	<u>\$ 837,104</u>	
FRINGE BENEFITS	<u>\$ 213,603</u>	including Payroll Taxes, Health, Pension, Life and Worker Comp.
INDIRECT CHARGES	<u>\$ 157,606</u>	15% of total personnel (wages and fringes benefit)
PERSONNEL TOTAL	<u>\$ 1,208,313</u>	
OPERATION EXPENSES		
Medical Supplies	\$ 100,000	Purchase of STD/HIV/HCV testing kits and supplies. Purchase of medications and supplies for patients that tested positive. 23.33% of budget will be allocated for Hepatitis C screening and treatment and 76.67% fo the budget for STD screening and treatment.
Office Supplies	\$ 5,737	Office supplies for staff to complete their essential fucntions
Facility Rent	\$ 76,500	Office space rent includes utilities and Janitorial Service
Phone Lines/Internet Connections	\$ 11,800	Landline connections, Internet and Wifi connections, servers, cell phones for staff
Copier Lease	\$ 5,900	Office will need copier and Scanner
Travel	\$ 8,050	Mileage for staff to outreach, recruit and attend events.
Professional Services	\$ 83,700	Physician - Medical Director to provide clinical oversight and compliance.
OPERATING EXPENSES TOTAL	<u>\$ 291,687</u>	
TOTAL BUDGET FOR 5 YEAR	<u>\$ 1,500,000</u>	

Exhibit C

Self-Dealing Transaction Disclosure Form

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

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

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

Instructions

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

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

Exhibit C

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

Exhibit D

Insurance Requirements

1. Required Policies

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

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

Exhibit D

Definition of Cyber Risks. “Cyber Risks” include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor’s obligations under Article 1 of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after 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 of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attention: Contracts Section – 6th Floor, or email, DPHContracts@fresnocountyca.gov, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) 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.

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- (v) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
 - (vi) 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.

Exhibit D

(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.

Exhibit E

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

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

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

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

Exhibit E

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

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

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

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

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

The Contractor shall make any amendment(s) to PHI in a designated record set at the request of the County or individual, and in the time and manner designated by the County in

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accordance with 45 CFR § 164.526.

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

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

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

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

County of Fresno
Department of Public Health
Privacy Officer
(559) 600-6405
P.O. Box 11867
Fresno, California 93775

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

8. The Contractor shall make its internal practices, books, and records relating to

Exhibit E

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

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

9. Safeguards

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

The Contractor shall implement strong access controls and other security safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only. Said safeguards and precautions shall include

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the following administrative and technical password controls for all systems used to process or store confidential, personal, or sensitive data:

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

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

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

The Contractor shall utilize a commercial encryption solution that has received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, compact disks and thumb drives) and on portable

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computing devices (including, but not limited to, laptop and notebook computers).

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

10. Mitigation of Harmful Effects

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

11. The Contractor's Subcontractors

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

Nothing in this section 11 or this Exhibit F authorizes the Contractor to perform services under this Agreement using subcontractors.

12. Employee Training and Discipline

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

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13. Termination for Cause

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

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

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

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

14. Judicial or Administrative Proceedings

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

15. Effect of Termination

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

16. Compliance with Other Laws

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

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

17. **Disclaimer**

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

18. **Amendment**

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

19. **No Third-Party Beneficiaries**

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

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20. Interpretation

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

21. Regulatory References

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

22. Survival

The respective rights and obligations of the Contractor as stated in this Exhibit F survive the termination or expiration of this Agreement.

23. No Waiver of Obligation

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