

AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of April, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and CALIFORNIA STATE UNIVERSITY, FRESNO, a Public University whose address is 5150 North Maple Avenue, Fresno, California 93740-0111, hereinafter referred to as "UNIVERSITY".

WITNESSETH:

WHEREAS, trustees of UNIVERSITY have approved various educational programs for the UNIVERSITY that require facilities to provide clinical and field experience for mandatory learning experiences for its students; and

WHEREAS, COUNTY, through its Departments of Social Services (DSS), Behavioral Health (DBH), Public Health (DPH), Sheriff's Office (Sheriff), Public Defender's Office (Public Defender), Probation Department (Probation) and Fresno County Public Library (Library) maintain and operate facilities and programs suitable for furnishing such clinical and field experience; and

WHEREAS, it is to the mutual benefit of the parties hereto that personnel and students of UNIVERSITY use such facilities of COUNTY for their clinical and field experience.

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

1. **UNIVERSITY's USE OF COUNTY FACILITIES**

A. The COUNTY agrees to allow personnel and students of UNIVERSITY to use certain COUNTY facilities to provide UNIVERSITY students necessary clinical and field experience. The COUNTY facilities to be provided for UNIVERSITY's use shall include facilities maintained and operated by COUNTY's Departments of Social Services (DSS), Behavioral Health (DBH), Public Health (DPH), Sheriff's Office (Sheriff), Public Defender's Office (Public Defender), Probation Department (Probation) and Fresno County Public Library (Library), hereinafter referred to singularly as responsible COUNTY Department and collectively as responsible COUNTY Departments. The COUNTY facilities to be provided shall be agreed to in writing by the responsible COUNTY Department's Director, or designee, and the UNIVERSITY, as

1 set forth in Paragraph 3.E. of this Agreement. In the event one of the above listed COUNTY
2 Departments wishes to discontinue its participation in this Agreement, that COUNTY Department's
3 Director, or designee shall provide sixty (60) days written notice to UNIVERSITY and to the
4 Director of the Department of Social Services of their intent to discontinue their participation.

5 B. The UNIVERSITY programs that are subject to this Agreement are as
6 follows:

- 7 1. Nursing Programs
- 8 2. Physical Therapy Programs
- 9 3. Communicative Sciences and Deaf Studies Programs
- 10 4. Health Science Programs
- 11 5. Social Work Programs
- 12 6. Psychology Programs
- 13 7. Food Science and Nutrition (Dietetic) Programs
- 14 8. Business Administration Programs
- 15 9. Teacher Education Programs
- 16 10. Recreation Administration and Recreation Therapy Programs
- 17 11. Kinesiology Programs
- 18 12. Rehabilitation Counseling Programs
- 19 13. Marriage, Family and Child Counseling Programs
- 20 14. Social Sciences Programs
- 21 15. Arts and Humanities Programs
- 22 16. Philosophy – Pre-Law Programs
- 23 17. Criminology Programs
- 24 18. Upward Bound Programs
- 25 19. Jan and Bud Richter Center for Community Engagement and Service
26 Learning Programs
- 27 20. Career Services Programs

28 Other UNIVERSITY programs may be added to this Agreement upon the written agreement of the

1 responsible COUNTY Department's Director, or designee, and the University.

2 2. **RESPONSIBILITIES OF UNIVERSITY**

3 A. UNIVERSITY agrees that each participating student and/or instructor from
4 UNIVERSITY shall be in compliance with COUNTY's health clearance and background check
5 requirements. Prior to the first rotation of each student and/or instructor at COUNTY's facilities,
6 UNIVERSITY must provide COUNTY proof that each instructor assigned to COUNTY meets COUNTY's
7 health clearance requirements, and will require each student to provide the COUNTY with proof that the
8 student meets the COUNTY's health clearance requirements, including but not limited to:

9 1. Hepatitis B Vaccination Series - Since some participating students may be
10 exposed to and/or lead to a reasonably anticipated skin, eye, mucous membrane, or parenteral contact
11 with blood or other potentially infectious materials, each student and/or instructor must have received a
12 Hepatitis B vaccination series prior to commencing placement at COUNTY; or

13 2. Hepatitis B Vaccine Declination Form - In lieu of student and/ or instructor
14 certifying to COUNTY that the student has been vaccinated for Hepatitis B, COUNTY will accept from
15 each student and/or instructor a form declining the Hepatitis B vaccination. The declination form shall
16 comply with the requirements of 29 Code of Federal Regulations, Section 1910.1030, as set forth in
17 Exhibit A, and by this reference incorporated herein. Student and/or instructor may use COUNTY's
18 Hepatitis B Vaccine Declination Form, identified as Exhibit A, attached hereto and by this reference
19 incorporated herein, to meet the above requirements; and

20 3. Tuberculosis (TB) clearance - Provide proof of a negative skin test within
21 the past twelve (12) months, or, for positive Purified Protein Derivative (PPD) reactors, initial
22 assessment and yearly assessment for signs and symptoms of disease; and

23 4. Measles, Mumps, and Rubella (MMR) – Provide proof or serological
24 evidence of immunity to rubella or rubeola; and

25 5. OSHA Blood-Borne Pathogen Standards – Provide proof of fulfilling OSHA
26 Blood-Borne Pathogen Standards (mandated training and post-exposure follow-up); and

27 6. Any other health clearance requirements - as may be mandated during the
28 term of this Agreement by COUNTY due to licensing regulations and/or requirements.

1 B. COUNTY and UNIVERSITY mutually recognize that the health clearance
2 requirements identified above may be different and/or may change, as determined by COUNTY,
3 depending upon classification of student and/or instructor and the type of work performed in addition to
4 potential patient/incarcerated youth/adult inmate exposure.

5 C. UNIVERSITY recognizes that the clinical and field education programs conducted
6 pursuant to the terms and conditions of this Agreement are educational programs of UNIVERSITY and
7 not of COUNTY, and that students participating in UNIVERSITY's programs shall at all times be under
8 the exclusive jurisdiction of UNIVERSITY with the respect to educational matters.

9 D. UNIVERSITY shall designate students enrolled in the various educational
10 programs of UNIVERSITY to be assigned for clinical and field experience at COUNTY facilities, in such
11 numbers to be mutually agreed upon by both COUNTY and UNIVERSITY.

12 E. UNIVERSITY shall establish a rotational plan for the learning experience available
13 at COUNTY facilities and shall schedule the students in conformity with the calendar of UNIVERSITY's
14 academic year and with the curriculum of the educational programs of UNIVERSITY; provided however,
15 that the specific COUNTY patient care areas and COUNTY locations/facilities to be utilized by
16 UNIVERSITY shall be selected subsequently by mutual agreement between the responsible COUNTY
17 Department's Director, or designee, and UNIVERSITY's chairperson or duly authorized representative
18 of the responsible University department/program listed in Section 1 of this Agreement hereinabove.

19 F. UNIVERSITY shall supervise all academic instruction relating to the clinical and
20 field experience given at COUNTY facilities to assigned students and shall provide the necessary
21 instructors for educational training programs provided for under this Agreement.

22 G. UNIVERSITY shall keep all attendance and academic records of students
23 participating in the clinical and field experience programs provided for under this Agreement.

24 H. UNIVERSITY shall certify to COUNTY at the time each student first reports to
25 COUNTY's facilities to participate in the clinical and field educational program, that the student has paid
26 the student health center fee.

27 I. UNIVERSITY shall advise students to behave professionally and appropriately
28 while at COUNTY facilities.

1 J. UNIVERSITY shall require every student to conform to all applicable COUNTY
2 policies, procedures, regulations, and all requirements and restrictions specified by COUNTY.

3 K. UNIVERSITY shall require its instructors to notify the responsible COUNTY
4 Department Director, or designee, as appropriate in advance of student placement regarding:

5 1. Locations, dates, times and the number of hours or changes thereof,
6 regarding student availability for clinical or field assignment; and

7 2. Any change in the placement of students in clinical and field assignments.

8 L. UNIVERSITY shall, in consultation and coordination with the responsible
9 COUNTY Department Director, or designee, arrange for periodic conferences between appropriate
10 representatives of UNIVERSITY and COUNTY to evaluate the clinical and field experience programs
11 provided under this Agreement.

12 M. UNIVERSITY shall provide and be responsible for the use and control of its
13 educational supplies, materials and equipment used for instruction during the clinical and field
14 experience programs.

15 N. UNIVERSITY shall distribute to each student a statement which explains the
16 hazards of drug abuse in their profession.

17 O. UNIVERSITY shall provide for an introductory orientation of students assigned to
18 COUNTY facilities, which shall provide an overview of the clinical and field assignment(s) and the terms
19 and conditions of student placement at COUNTY facilities.

20 P. UNIVERSITY agrees that special reports, projects, thesis, and/or publications
21 based upon studies and research arising out of the cooperative education experience permitted by this
22 Agreement, shall be submitted by the student for review and approval by the responsible COUNTY
23 Department Director, or designee, as appropriate, prior to any release, including any release to
24 UNIVERSITY employees or agents, including faculty. Approval of reports by UNIVERSITY's planning
25 committee and the responsible COUNTY Department Director, or designee, shall not be unreasonably
26 withheld.

27 Q. UNIVERSITY shall agree to complete an evaluation of each student at least once
28 during a specific program period.

1 R. UNIVERSITY shall allow COUNTY Program Managers and other designated
2 personnel to attend meetings of UNIVERSITY's faculty, or any committee thereof, to coordinate the
3 clinical and field experience programs provided under this Agreement and to designate lines of authority
4 and communication for coordination of relations between COUNTY personnel and UNIVERSITY
5 instructors.

6 S. UNIVERSITY' s employees, agents and students shall abide by the provisions of
7 State of California and Federal law relating to confidentiality of information/records, including, but not
8 limited to, medical records, criminal records, probation records, investigative reports, and juvenile
9 dependency and public assistance records. Any person knowingly and intentionally violating the
10 provisions of applicable laws relating to confidentiality may be guilty of a misdemeanor. UNIVERSITY
11 shall not permit students to disclose Individually Identifiable Health Information, as that term is defined
12 by regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA) at 45
13 C.F.R. § 160.103, to UNIVERSITY or UNIVERSITY employees or agents, provided, however, that
14 students may disclose health information that has been de-identified except for the patient's age, gender
15 and ethnicity. Otherwise, UNIVERSITY, its employees, and its agents shall not gain access to
16 Individually Identifiable Health Information from COUNTY or students unless the patient has first given
17 consent using a form approved by COUNTY that complies with applicable State of California and
18 Federal law, including HIPAA and the California Confidentiality of Medical Information Act (California
19 Civil Code Sections 56 56.16). COUNTY shall reasonably assist UNIVERSITY in obtaining such consent
20 in appropriate circumstances.

21 Further, UNIVERSITY's employees, agents and students obtaining clinical and
22 field experience in the Probation, Sheriff, or Public Defender departments may have access to
23 confidential criminal, probation, and investigative records, Department of Motor Vehicle records, or other
24 criminal justice information, much of which is controlled by State and Federal law, including but not
25 limited to California Penal Code sections 11105, 13300, 11141-11143, and 13302-13304; California
26 Government Code section 6200; and California Vehicle Code section 1808.5. Any misuse of said
27 information in violation of state or federal law may result in criminal and/or civil action.
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1 T. In addition, UNIVERSITY and its employees and agents, including faculty, shall
2 not re-disclose or republish any Individually Identifiable Health Information obtained from patients,
3 except in de-identified form, as described in Paragraph 1.S above. UNIVERSITY has the obligation to
4 report to COUNTY any discovered re-disclosure in writing within thirty (30) days of such a discovery.
5 UNIVERSITY shall also indemnify COUNTY for such re-disclosure, further described in Paragraph 2.I of
6 this Agreement.

7 U. UNIVERSITY's employees, agents and students shall be issued COUNTY
8 identification badges which must be worn only at COUNTY facilities while participating in the clinical and
9 field experience programs, pursuant to the terms and conditions of this Agreement.

10 V. UNIVERSITY will ensure each participating student referred for program
11 participation has adequate transportation and auto insurance as participating students will not be
12 permitted to operate COUNTY vehicles to perform activities related to this Agreement.

13 W. UNIVERSITY acknowledges that services performed in certain COUNTY facilities
14 shall be performed in accordance with Exhibit B "No Hostage Facility", attached hereto and incorporated
15 herein by this reference.

16 X. UNIVERSITY acknowledges that select students shall be required to have
17 fingerprinting and background checks performed prior to entry to certain facilities. All students assigned
18 to Probation or Sheriff shall be fingerprinted prior to entry to any Probation or Sheriff facilities. All
19 students assigned to Probation, Sheriff, or Public Defender shall be required to pass a background
20 check (conducted at Probation's expense for students assigned to Probation) prior to assignment, which
21 may include but is not limited to fingerprints, Department of Motor Vehicle and local criminal records
22 check.

23 Y. UNIVERSITY shall comply with all Prison Rape Elimination Act (PREA) standards
24 for juvenile and adult correctional facilities. Training will be provided by Probation and Sheriff Staff
25 respectively.

26 3. **COUNTY RESPONSIBILITIES**

27 A. COUNTY shall permit each student who is designated by UNIVERSITY pursuant
28 to Paragraph 1.D. of this Agreement, to receive clinical and field experience at appropriate COUNTY

1 facilities at an agreed (between COUNTY and UNIVERSITY) number of hours, and shall furnish and
2 permit students and/or instructors free access to appropriate COUNTY facilities for such clinical and
3 field experience subject to the terms and conditions of this Agreement.

4 B. COUNTY shall furnish appropriate facilities, on a rotational basis, in such a
5 manner that there will be no conflict in the use thereof between UNIVERSITY's students and those from
6 other educational institutions, if any.

7 C. COUNTY shall, subject to budgetary and operational concerns, maintain clinical
8 and field facilities used for learning experience, in a manner that shall at all times conform to the
9 requirements of UNIVERSITY's Baccalaureate and Higher Degree Programs.

10 D. COUNTY shall provide staff adequate in number and quality to provide safe and
11 continuous health care to patients involved in said clinical and field learning programs.

12 E. With the exception of Probation, Sheriff, and Public Defender, which shall only
13 provide access to restroom facilities, COUNTY shall provide to students and instructors taking part in
14 clinical and field experience (subject to space limitations) the following facilities:

15 1. A conference type room or office space suitably furnished for
16 UNIVERSITY's instructors and faculty to conduct clinical and/or field classes;

17 2. Storage area for instructional materials and supplies;

18 3. Shelf space for books and other space for the use of UNIVERSITY's
19 students and instructors; and

20 4. Restroom facilities and appropriate space for changing and storage of
21 uniforms.

22 F. COUNTY shall provide emergency health care (on a fee-for-service basis) for any
23 student and/or instructor who becomes sick or injured by conditions arising out of or in the course of any
24 student's and/or instructor's participation in clinical and field experience at COUNTY facilities. The
25 recipient of emergency health care shall be responsible for the payment of all emergency health care
26 provided.

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1 G. COUNTY shall permit and encourage members of its responsible COUNTY
2 Department staff to participate in the instructional phase of UNIVERSITY's clinical and field experience
3 programs.

4 H. COUNTY shall permit students to perform health care services for patients only
5 under the direct supervision of a registered, licensed or certified clinician/professional approved and
6 employed by COUNTY, and registered, licensed or certified in the discipline in which services are
7 provided. Students are trainees, not employees of COUNTY, and are not to replace COUNTY staff. As
8 trainees, students shall be considered members of COUNTY's "workforce" as that term is defined by the
9 regulations promulgated under HIPAA at 45 C.F.R. § 160.103, notwithstanding the fact that
10 UNIVERSITY has agreed to provide Workers' Compensation coverage for students, and even though
11 students are not paid by COUNTY. As members of COUNTY's "workforce," students shall be subject to
12 all applicable State and Federal statutes and regulations regarding confidentiality of health care
13 information and COUNTY's policies respecting the confidentiality of Individually Identifiable Health
14 Information as that term is defined at 45 C.F.R. § 160.103. In order to ensure that students comply with
15 such policies, COUNTY shall provide students with substantially the same training that it provides to its
16 regular employees.

17 I. COUNTY shall permit students to have access to Individually Identifiable Health
18 Information only when necessary in the course of clinical experience. Neither UNIVERSITY nor
19 UNIVERSITY's employees or agents shall be granted access to Individually Identifiable Health
20 Information unless the patient has first given consent using a form approved by COUNTY that complies
21 with applicable State of California and Federal law, including HIPAA and the California Confidentiality of
22 Medical Information Act. COUNTY shall reasonably assist UNIVERSITY in obtaining such consent in
23 appropriate circumstances. In addition, UNIVERSITY and its employees and agents, including faculty,
24 shall not re-disclose or republish any Individually Identifiable Health Information obtained from patients,
25 except in de-identified form, as described above in Paragraph 1.S. UNIVERSITY has the obligation to
26 report to COUNTY any discovered re-disclosure in writing within thirty (30) days of such a discovery.
27 UNIVERSITY agrees to indemnify, save, hold harmless, and at COUNTY's request, defend COUNTY,
28 its officers, agents, and employees from any and all costs and expenses, including attorney fees and

1 court costs, civil penalties, damages, liabilities, claims and losses occurring or resulting to COUNTY in
2 connection with such re-disclosure, and from any and all costs and expenses, including attorney fees
3 and court costs, civil penalties, damages, liabilities, claims and losses occurring or resulting to any
4 person, firm or corporation who may be injured or damaged by such re-disclosure.

5 J. COUNTY shall permit students to perform services as it relates to juvenile
6 dependency and public assistance programs only under the direct supervision of a COUNTY employee.
7 Students are trainees, not employees of COUNTY, and are not to replace COUNTY staff. As trainees,
8 students shall be considered members of COUNTY's "workforce" for purposes of access to juvenile
9 dependency and public assistance case files. COUNTY shall permit students to have access to juvenile
10 dependency case files and public assistance case files only when necessary in the course of clinical
11 experience. Neither UNIVERSITY nor UNIVERSITY's employees or agents shall be granted access to
12 juvenile dependency case files or public assistance case files. As members of COUNTY's "workforce,"
13 students shall be subject to all applicable State and Federal statutes and regulations regarding
14 confidentiality of juvenile dependency and public assistance case files, including Welfare & Institutes
15 Code section 827, 10850, et. seq., and all applicable COUNTY policies. In order to ensure that students
16 comply with all applicable laws and COUNTY policies, COUNTY shall provide students with
17 substantially the same training that it provides to its regular employees.

18 K. COUNTY shall permit its various Program Managers and other designated
19 personnel to attend meetings of UNIVERSITY's faculty, or any committee thereof, to coordinate the
20 clinical and field experience programs provided for under this Agreement, and to designate lines of
21 authority and communication for coordination of relations between UNIVERSITY instructors and
22 COUNTY personnel.

23 L. COUNTY shall provide an introductory orientation for UNIVERSITY instructors
24 and faculty staff which shall provide an overview of COUNTY facilities, field and experience programs,
25 and the terms and conditions of student placement at COUNTY's facilities.

26 M. COUNTY shall notify UNIVERSITY's instructors, in advance, of any change in its
27 responsible COUNTY Department Directors, or designee(s).

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1 N. COUNTY shall, within the limits of its resources, provide whatever equipment,
2 supplies and assistance necessary for the care of COUNTY' s clients in the course of UNIVERSITY' s
3 students learning experience and consistent with COUNTY' s plan of care.

4 O. COUNTY shall reserve the absolute right to review, authorize, and in its sole
5 discretion, deny access or admission by any student, instructor and/or UNIVERSITY representative into
6 COUNTY facilities.

7 P. COUNTY shall provide input into the evaluation conducted by UNIVERSITY, of
8 students' skills and progress.

9 Q. COUNTY shall agree to allow access to existing dining room space for students'
10 break and meal periods. UNIVERSITY's students shall purchase food in the regular system or bring
11 food with them; no special arrangements for food will be made.

12 R. COUNTY shall agree to work directly with UNIVERSITY on processes to ensure
13 timely engagement with student interns.

14 4. **TERM**

15 The term of this Agreement shall be for a period of three (3) years, commencing on the 1st
16 day of July 2019 through and including the 30th day of June 2022. This Agreement may be extended for
17 two (2) additional twelve (12) month periods upon the same terms and conditions herein set forth, unless
18 written notice of non-renewal is given no later than thirty (30) days prior to the first day of the next twelve
19 (12) month extension period. The Director of the Department of Social Services or his or her designee is
20 authorized to execute such written approval on behalf of COUNTY based on UNIVERSITY's satisfactory
21 performance.

22 5. **TERMINATION**

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

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

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

c. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY or COUNTY's DSS Director, or designee upon the giving of six (6) months advance written notice of an intention to terminate to UNIVERSITY.

6. COMPENSATION

The clinical and field education programs conducted pursuant to the terms and conditions of this Agreement shall be performed without the payment of any monetary consideration by UNIVERSITY or COUNTY, one to the other, or by or to any student participating in the programs.

7. INDEPENDENT CONTRACTOR

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

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

Because of its status as an independent contractor, UNIVERSITY, its instructors, employees and students, shall have absolutely no right to employment rights and benefits available to COUNTY employees. UNIVERSITY shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, UNIVERSITY shall be solely responsible

1 and save COUNTY harmless from all matters relating to payment of UNIVERSITY'S employees, including
2 compliance with Social Security withholding and all other regulations governing such matters. As between
3 COUNTY and UNIVERSITY, should the students be deemed employees by any governmental or
4 regulatory body, the student(s) shall be the employee of UNIVERSITY for Worker's Compensation
5 purposes only, but not withstanding the foregoing, students shall be deemed members of COUNTY's
6 workforce for purposes of HIPAA as provided by Paragraphs 2.H and 2.J of this Agreement, hereinabove.

7 In consideration of the benefits the UNIVERSITY derives from this Agreement and subject
8 to the provisions herein, UNIVERSITY shall not consider the students to be employees of, or claim the
9 students are employees of the COUNTY for the purposes of determining liability for any and all costs and
10 expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or
11 resulting to the UNIVERSITY or to any person, firm or corporation who may be injured or damaged by any
12 act or failure to act, of any student or person participating in or connected with the programs that are the
13 subject of this Agreement.

14 It is acknowledged that during the term of this Agreement, UNIVERSITY may be providing
15 services to others unrelated to the COUNTY or to this Agreement.

16 8. **MODIFICATION**

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

19 9. **NON-ASSIGNMENT**

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

22 10. **HOLD HARMLESS**

23 A. In addition to the indemnifications provided in Paragraph 2.I of this Agreement,
24 UNIVERSITY agrees to indemnify, save, hold harmless, and at COUNTY's request, defend COUNTY,
25 its officers, agents, and employees from any and all costs and expenses, including attorney fees and
26 court costs, damages, liabilities, claims and losses occurring or resulting to COUNTY in connection with
27 the performance, or failure to perform, by UNIVERSITY, its officers, agents, instructors, faculty,
28 employees, and volunteers under this Agreement, and from any and all costs and expenses, including

1 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any
2 person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of
3 UNIVERSITY, its officers, agents, instructors, faculty, employees, and volunteers under this Agreement.
4 In addition, UNIVERSITY agrees to indemnify COUNTY for Federal, State of California and/or local
5 audit exceptions resulting from noncompliance herein on the part of UNIVERSITY.

6 B. COUNTY agrees to indemnify, save, hold harmless, and at UNIVERSITY's
7 request, defend UNIVERSITY, its officers, agents and employees from any and all costs and expenses,
8 including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to
9 UNIVERSITY in connection with the performance, or failure to perform, by COUNTY, its officers, agents,
10 employees and volunteers under this Agreement, and from any and all costs and expenses, including
11 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any
12 person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of
13 COUNTY, its officers, agents, employees, and volunteers under this Agreement. In addition, COUNTY
14 agrees to indemnify UNIVERSITY for Federal, State of California and/or local audit exceptions resulting
15 from noncompliance herein on the part of COUNTY.

16 C. COUNTY and UNIVERSITY shall give timely notice to the other of any claim,
17 demand, lien or suit coming to its knowledge which in any way might affect the other party and each
18 party shall have the right to participate in the defense of the same to the extent of its interest. COUNTY
19 and UNIVERSITY recognize that the significant mutual benefits of this Agreement depend upon close
20 cooperation and good faith handling of matters subject to such indemnification provisions and agree to
21 collaborate with each other in the defense of any such claim, demand, lien or suit brought against either
22 party to this Agreement.

23 11. **INSURANCE**

24 Subject to the provisions of Paragraph 9 of this Agreement herein, without limiting
25 COUNTY's right to obtain indemnification from UNIVERSITY or any third parties, UNIVERSITY, at its sole
26 expense, shall maintain in full force and effect the following insurance policies or a program of self-
27 insurance, including but not limited to, an insurance pooling or Joint Powers Agreement (JPA) throughout
28 the term of this Agreement:

1 a. Commercial General Liability

2 Commercial General Liability Insurance with limits of not less than Two Million
3 Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million
4 Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis.
5 COUNTY may require specific coverages including completed operations, products
6 liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or
7 any other liability insurance deemed necessary because of the nature of this
8 contract.

9 b. Automobile Liability

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

14 c. Professional Liability

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

19 UNIVERSITY shall ensure that each student who participates in COUNTY's
20 "covered functions" (as defined by the HIPAA regulations at 45 C.F.R. §164.501) is
21 provided with and maintains in force during the term of this Agreement, Professional
22 Liability Insurance in amounts reasonably necessary to protect the student against
23 liability arising from any and all negligent acts or incidents caused by the student.
24 Coverage under such professional liability insurance shall not be less than One
25 Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000)
26 annual aggregate. This policy shall include Limited General Liability coverage for
27 sexual harassment and abuse, standards of care, property damage, bodily injury,
28 and personal injury within the stated limits.

d. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California
Labor Code. UNIVERSITY shall be responsible for Workers' Compensation
coverage for students who participate in the program.

e. Molestation

Sexual abuse / molestation liability insurance with limits of not less than One Million
Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual
aggregate. This policy shall be issued on a per occurrence basis.

Additional Requirements Relating to Insurance

UNIVERSITY shall obtain endorsements to the Commercial General Liability insurance
naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional

1 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
2 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
3 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
4 provided under UNIVERSITY's policies herein. This insurance shall not be cancelled or changed without a
5 minimum of thirty (30) days advance written notice given to COUNTY.

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

11 Within Thirty (30) days from the date UNIVERSITY signs and executes this Agreement,
12 UNIVERSITY shall provide certificates of insurance and endorsements as stated above for all of the
13 foregoing policies, as required herein, to the County of Fresno, (P.O. Box 1912, Fresno, CA 93718-1219,
14 Attention: Contract Analyst), stating that such insurance coverage have been obtained and are in full force;
15 that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on
16 the policies; that such Commercial General Liability insurance names the County of Fresno, its officers,
17 agents and employees, individually and collectively, as additional insured, but only insofar as the operations
18 under this Agreement are concerned; that such coverage for additional insured shall apply as primary
19 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and
20 employees, shall be excess only and not contributing with insurance provided under UNIVERSITY's
21 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)
22 days advance, written notice given to COUNTY.

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

26 Subject to the provisions of Section Six (6) of this Agreement, without limiting
27 UNIVERSITY's right to obtain indemnification from COUNTY or any third parties, COUNTY, at its sole
28 expense, shall maintain in full force and effect the following insurance policies or a program of self-

insurance, including but not limited to, an insurance pooling or Joint Powers Agreement (JPA) throughout the term of this Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. UNIVERSITY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

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

C. Professional Liability

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

D. Worker's Compensation

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

E. Molestation

Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.

Within thirty (30) days from the date COUNTY signs this Agreement, COUNTY shall provide a Certificate of Self Insurance as stated above for all of the foregoing policies, as required herein, to the California State University, Fresno, 5150 N. Maple Ave. MS JA 111, Fresno, CA 93740, Attention: Procurement and Risk Management and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to UNIVERSITY.

In the event COUNTY fails to keep in effect at all times insurance coverage as herein provided, UNIVERSITY may, in addition to other remedies it may have, suspend or terminate this

1 Agreement upon the occurrence of such event.

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

5 12. **MEDI-CAL PRIVACY**

6 All services performed by UNIVERSITY, its employees, agents and students, under this
7 Agreement shall be in strict conformance with all applicable Federal, State of California, and/or local laws
8 and regulations relating to confidentiality including, but not limited to: California Welfare and Institutions
9 Code Sections 10850 and 14100.2; the CDSS Manual of Policies and Procedures, Division 19-0000; the
10 California Department of Health Care Services (DHCS) Medi-Cal Eligibility Procedures Manual, Section 2H;
11 and the Medi-Cal Data Privacy and Security Agreement between the California DHCS and the County of
12 Fresno, Agreement No. A-16-659, and any future Medi-Cal Data Privacy and Security Agreements
13 between the California DHCS and the County of Fresno that are effective during the term of this
14 Agreement, by this reference incorporated herein, to assure that all applications and records concerning
15 program recipients shall be kept confidential and shall not be opened to examination, publicized, disclosed,
16 or used for any purpose not directly connected with administration of the program. Agreement No. A-16-
17 659 is available upon request or can be viewed at: <http://www.co.fresno.ca.us/MediCalPrivacy/>.
18 UNIVERSITY shall inform all of its employees, agents, officers, students, subcontractors, Board of Directors
19 members or partners of this provision; and that any person knowingly and intentionally violating this
20 provision is guilty of a misdemeanor.

21 13. **NON-DISCRIMINATION**

22 During the performance of this Agreement, UNIVERSITY, and its employees, agents and
23 students shall not unlawfully discriminate against any employee or applicant for employment, or recipient of
24 services, because of ethnic group identification, gender, gender identity, gender expression, sexual
25 orientation, color, physical disability, mental disability, medical condition, national origin, race, ancestry,
26 marital status, religion or religious creed, pursuant to all applicable State of California and Federal statutes
27 and regulations.

28 ///

1 14. **DATA SECURITY**

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

8 a. UNIVERSITY-Owned Mobile/Wireless/Handheld Devices may not be connected to
9 COUNTY networks via personally owned mobile, wireless or handheld devices, except when authorized by
10 COUNTY for telecommuting and then only if virus protection software currency agreements are in place,
11 and if a secure connection is used.

12 b. UNIVERSITY-Owned Computers or Computer Peripherals may not be brought into
13 the COUNTY for use, including and not limited to mobile storage devices, without prior authorization from
14 COUNTY's Chief Information Officer or his/her designee. Data must be stored on a secure server approved
15 by the COUNTY and transferred by means of a VPN (Virtual Private Network) connection or another type of
16 secure connection of this type if any is approved to be transferred.

17 c. COUNTY-Owned Computer Equipment
18 UNIVERSITY, or anyone having an employment relationship with the COUNTY may
19 not use COUNTY computers or computer peripherals on non-COUNTY premises without prior
20 authorization from COUNTY's Chief Information Officer, or designee.

21 d. COUNTY'S CalWIN Client Data System
22 In the event that UNIVERSITY is granted read-only access to COUNTY'S CalWIN
23 client data system, access will be limited to only specific records or files necessary to perform the duties of
24 UNIVERSITY under this Agreement. All employees, volunteers, consultants, subcontractors, students or
25 agents of UNIVERSITY that are granted access to the CalWIN client data system under this Agreement
26 must sign a statement indicating that they will abide by confidentiality requirements related to accessing the
27 confidential client information contained in the CalWIN system. The confidentiality statement to be utilized
28 by UNIVERSITY is set forth in Exhibit C, CalWIN Data Access, Confidentiality Policy and Agreement,

1 attached hereto and by this reference incorporated herein. UNIVERSITY will provide COUNTY with a list
2 naming all employees, volunteers, consultants, subcontractors, students or agents that will have access to
3 the CalWIN client data system. UNIVERSITY will provide COUNTY with a notice of any addition(s) or
4 deletion(s) to this list within 72 hours of the change.

5 e. UNIVERSITY may not store COUNTY's private, confidential or sensitive data on any
6 hard-disk drive.

7 f. UNIVERSITY is responsible to employ strict controls to ensure the integrity and
8 security of the COUNTY's confidential information and to prevent unauthorized access to data maintained
9 in computer files, program documentation, data processing systems, data files and data processing
10 equipment which stores or processes COUNTY data internally and externally.

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

14 h. UNIVERSITY shall be responsible to immediately notify COUNTY of any breaches
15 or potential breaches of security related to COUNTY's confidential information, data maintained in
16 computer files, program documentation, data processing systems, data files and data processing
17 equipment which stores or processes COUNTY data internally or externally.

18 i. In the event of a breach of security related to COUNTY's confidential client
19 information provided to UNIVERSITY, COUNTY will manage the response to the incident, however,
20 UNIVERSITY will be responsible to issue any notification to affected individuals as required by law or as
21 deemed necessary by COUNTY in its sole discretion. UNIVERSITY will be responsible for all costs incurred
22 as a result of providing said required notification. When no longer needed, all Medi-Cal Personally
23 Identifiable Information, as defined in the Medi-Cal Data Privacy and Security Agreement between the
24 California DHCS and the County of Fresno, Agreement No. A-16-659, whether stored in print or electronic
25 format, must be destroyed or disposed of through confidential means, as described in Agreement A-16-
26 659. Agreement No. A-16-659 is available upon request or can be viewed at:

27 <http://www.co.fresno.ca.us/MediCalPrivacy/>.

28 j. The requirements in this Data Security provision shall apply to UNIVERSITY's

subcontractors, if any.

15. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

a. 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 Sections 5328, 10850, and 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and 431.300 *et seq.* of Title 42, Code of Federal Regulations (CFR), Section 56 *et seq.* of the California Civil Code, and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 D *et seq.* of Title 42, United States Code (USC) and its implementing regulations, including, but not limited to Title 45, CFR, Sections 142, 160, 162, and 164, The Health Information Technology for Economic and Clinical Health Act (HITECH) regarding the confidentiality and security of patient information, and the Genetic Information Nondiscrimination Act (GINA) of 2008 regarding the confidentiality of genetic information.

16. **AUDITS AND INSPECTIONS**

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

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

17. **NOTICES**

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

COUNTY

Director, County of Fresno
Dept. of Social Services
P.O. Box 1912
Fresno, CA 93718-1912

UNIVERSITY

Director of Procurement
California State University, Fresno
5150 N. Maple Avenue, MS JA111
Fresno, CA 93740

1 Director, County of Fresno
2 Dept. of Public Health
3 P.O. Box 11867
4 Fresno, CA 93775

5 Director, County of Fresno
6 Dept. of Behavioral Health
7 4441 E. Kings Canyon Road
8 Fresno, CA 93702

9 Chief Probation Officer
10 Probation Department
11 3333 East American Avenue, Suite B
12 Fresno, CA 93725

13 Sheriff
14 Fresno County Sheriff's Office
15 2200 Fresno Street
16 Fresno, CA 93721

17 Public Defender, County of Fresno
18 Public Defender's Office
19 2220 Tulare Street, Suite 300
20 Fresno, CA 93721

21 County Librarian
22 Fresno County Public Library
23 2420 Mariposa Street
24 Fresno, CA 93721

25 All notices between COUNTY and UNIVERSITY provided for or permitted under this
26 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
27 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
28 personal service is effective upon service to the recipient. A notice delivered by first-class United States
mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid,
addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
(1) COUNTY business day after deposit with the overnight commercial courier service, delivery fees
prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered
by telephonic facsimile is effective when transmission to the recipient is completed (but, if such
transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be
effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine

record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

18. **GOVERNING LAW**

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

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

19. **SEVERABILITY**

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

20. **ENTIRE AGREEMENT**

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

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

3
4 CALIFORNIA STATE
UNIVERSITY, FRESNO

5 
6 (Authorized Signature)

7 Brian Cothran, Director
8 Print Name & Title of Procurement

9 5150 N Maple Ave JALL

10 Fresno, CA 93740

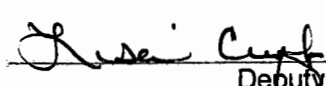
11 Mailing Address

COUNTY OF FRESNO


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

12
13
14
15
16 By: 
Deputy

HEPATITIS B VACCINE DECLINATION

I understand that due to my occupational exposure to blood or other potentially infectious materials, I may be at risk of acquiring Hepatitis B virus (HBV) infection. I have given the opportunity to be vaccinated with Hepatitis B vaccine; however, I decline Hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease.

Print Name

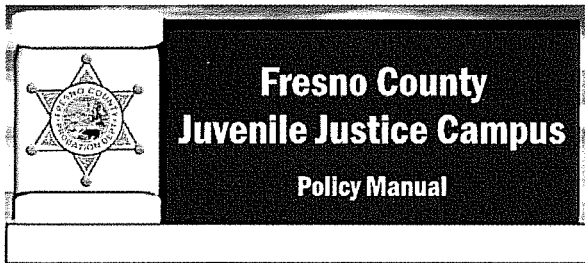
Job Title

Department

Signature

Date

***If I continue to have occupational exposure to blood and other potentially infectious materials, I understand that I have the option to receive the Hepatitis B vaccination series at a later date.

**Subject: Hostage Situations****Policy Number: 326.0****Page: 1 of 2****Date Originated: April 1, 2004****Date Revised: February 1, 2008****Authority: Title 15; Section 1327;
California Code of Regulations**

It is imperative for the safety and security of all persons within Juvenile Justice Campus (JJC) facilities, as well as for those in the community, that minors are not allowed to leave the secure confines of the facilities by the taking of a hostage(s). If successful in securing a release through these means minors would be much more likely in the future to use this practice again in an attempt to escape the confines of the facilities. This would put those visiting and working at the JJC at higher level of risk and would jeopardize the safety of the community if the minor was in fact successful in securing his/her release.

The JJC is a "no-hostage" facility. This means that minors will not be released from custody under any circumstances due to the taking of a hostage(s). Any staff person taken hostage, no matter what their rank or status, immediately loses their authority and any orders issued by that person will not be followed.

I. HOSTAGE SITUATION PROCEDURES

- A. If any minor(s) and/or other person(s) in the facility attempt to hold any person hostage, and they do not respond to verbal commands to stop staff will immediately notify the Watch Commander. He/she will respond to the location and assess the situation. If a hostage situation is in progress the Watch Commander will:
1. Summon assistance from other officers as required.
 2. Establish a secure perimeter around the hostage takers and allow no one to pass into it for any reason without authorization. Risks should not be taken that might allow the taking of additional hostages.
 3. Evacuate all non-essential persons at the scene to a safe location or any housing pod that is not directly involved in the incident.
 4. Direct officers to place minors in uninvolved housing pods in their rooms and have them remain there until directed otherwise. Minors outside of housing pods will remain in place under officer supervision until it is safe to return to their respective housing pods or any housing pod that is not directly involved in the incident.
 5. Immediately notify the Director or the Probation Services Manager/Assistant Director in his/her absence and confer with higher authority as to action to be taken. Administration in turn will notify the Chief.
- B. The Fresno Sheriff's Dispatch Center (488-3111) will be notified immediately and a request for a trained hostage negotiator and other emergency personnel will be made as needed. Prior to the arrival of the Sheriff Department's hostage negotiator the Watch Commander will attempt to ascertain:

1. The number and identity of both the hostages and hostage takers;
 2. Any known weapons possessed by the hostage takers;
 3. The demands of the hostage takers.
- C. The Watch Commander will retain and direct departing custody officers, as well as, available Probation peace officer staff to assist with security and safety needs, as necessary. Additional Juvenile Correctional Officers should be called in as may be needed to insure the safe and secure operation of the facility.
- D. The Watch Commander will coordinate with the Sheriff's Department all activities taken to resolve the hostage situation, including the use of appropriate force, and will maintain control of the facility until relieved of that duty by the presence of a Probation Services Manager/Assistant Director, Director, or the Chief Probation Officer.
- E. Once the hostage situation has been resolved the minors involved should be housed in the most secure setting available and all appropriate charges should be filed.
- F. Each officer and/or non-sworn staff member who was involved or observed the incident will complete an incident report and if required, the appropriate critical incident evaluation report(s) regarding the details of the incident prior to the end of his/her shift. (See Incident Report, located in JAS Probation View, under "Word Templates".)
- G. The Watch Commander will prepare a Critical Incident Investigation Report, using the Critical Incident Evaluation Report - Page 2 report form and the critical incident evaluation report(s) completed by the reporting persons at the time of the incident.

II. PARENTAL AND MEDIA INFORMATION

- A. Attempts will be made at the direction of Administration to reach the families of the hostages to advise them of the situation. Notification will also be made to the parents of the hostage takers as deemed appropriate.
- B. All media inquiries will be referred to the Chief's office per departmental policy.

III. SECURITY AND OPERATIONAL REVIEW

- A. Once the incident has been resolved a team will be established to conduct a security and operational review of the incident. The review will be conducted within 2 days of the resolution of the incident. The review team will be comprised of the facility administrator and/or facility Director, Probation Services Manager/Assistant Director and Supervising Juvenile Correctional Officers who are relevant to the incident. The team will review the circumstances leading up to the incident and any necessary corrective action necessary to insure that such an incident does not repeat itself.

FRESNO COUNTY SHERIFF'S OFFICE
JAIL DIVISION POLICIES AND PROCEDURES

TITLE: HOSTAGE SITUATIONS
 FILE: HOSTAGE

NO: B-130

EFFECTIVE DATE: 12-18-89

REVISED: 08-06-90, 12-25-94, 05-06-96, 09-01-99,
 12-01-10

APPROVED BY: Sheriff M. Mims

BY: Assistant Sheriff T. Gattie

AUTHORITY: California Code of Regulations, Title 15, Section 1029(a)(7)(B) and
 Penal Code Section 236.

PURPOSE:

The purpose of this policy is to establish procedures which provide for the resolution of a hostage-taking incident while preserving the safety of staff, public, inmates, and hostages, and maintaining facility security.

POLICY:

The Fresno County Sheriff's Office Jail Division maintains a **NO HOSTAGE FACILITY** and will not consider bargaining with hostage takers for ANY reason.

It is the policy of the Fresno County Sheriff's Office Jail Division that once any staff member is taken hostage, they immediately lose their authority and any orders issued by that person will not be followed regardless of their rank or status.

It is the policy of the Fresno County Sheriff's Office Jail Division that the primary responsibility of all staff members in a hostage situation is to protect every person involved, if possible, from serious injury or death.

PROCEDURES:

I. DEFINITION

HOSTAGE SITUATION: any staff member, citizen or inmate held against their will by another person for the purpose of escape, monetary gain or any reason which may place an individual in danger of losing life or suffering serious injury.

II. NOTIFICATIONS, CONTAINMENT AND CONTROL OF THE SITUATION

FRESNO COUNTY SHERIFF'S OFFICE
JAIL DIVISION POLICIES AND PROCEDURES

TITLE: HOSTAGE SITUATIONS
FILE: HOSTAGE

NO: B-130

- A. Emergency procedures and notifications shall be implemented as per Emergency Planning procedures (B-101/FILE: EMERGENCY).
- B. The Watch Commander will notify the Patrol Watch Commander and apprise them of the incident. The Patrol Watch Commander may be requested to activate the Crisis Negotiations Team (CNT), outside support agencies, equipment, personnel, and dispatch a detective to the scene for the crime report.

III. DURING NEGOTIATIONS

- A. While at the scene, the CNT members will conduct all verbal or written communications between the hostage taker(s) and the Incident Commander. CNT will immediately notify the Incident Commander of any changes in the following situations:
 - 1. Hostage status
 - 2. Incident changes and developments
 - 3. Hostage taker demands
 - 4. Any and all pertinent information concerning the incident
- B. Staff members at the scene not actively involved with negotiations will not act or speak out to the hostage taker(s) or hostages.
- C. The Tactical Commander will formulate a plan to take the necessary actions, using the appropriate force, to terminate the hostage situation in the event negotiations fail. Hostage safety will be of paramount concern.

IV. HOSTAGE SURVIVAL STRATEGIES

- A. If taken hostage, it is important to make the transition from being a victim to being a survivor. The following are not strict rules that must be rigidly followed, but rather general guidelines. There will always be exceptions.
 - 1. Regain/maintain composure. Try to be calm, focused and clear-headed at all times. Do not stand out from other hostages. Drawing

FRESNO COUNTY SHERIFF'S OFFICE
JAIL DIVISION POLICIES AND PROCEDURES

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unnecessary attention increases the chance of being singled out and victimized.

2. Maintain a low-key, unprovocative posture. Overt resistance is usually counterproductive in a hostage situation.
 - a. Remain calm and follow instructions. Comply with the hostage takers when at all possible.
 - b. Be stoic. Maintain an outward face of acceptance of adversity with dignity. Avoid open displays of cowardice and fear. Inmates will view frailty and feebleness as weakness, which may lead to victimization.
 - c. Do not antagonize, threaten or aggravate the hostage takers. Avoid saying "no", or arguing with the hostage takers. Do not act authoritative. The hostage takers must make it known that they are in charge.
 - d. Eye contact may be regarded as a challenge; make eye contact with the hostage takers sparingly.
 - e. Fight off basic instincts, such as anger and hostility. Be polite and remain alert. Speak normally and don't complain.
3. Hostages should try to establish a level of rapport or communication with their captors in attempt to get the captors to recognize them as human beings.
 - a. Find a mutual ground, an association with the hostage takers. Foster communication on non-threatening topics (e.g., family, hobbies, sports, interests).
 - b. Use the captors' first names, if known. However, if hostage takers are attempting to conceal their identity, do not give any indication that they are recognized.
 - c. Listen actively to the captors' feelings and concerns, but never praise, participate in, or debate their "cause". If they want to talk about their cause, act interested in their viewpoints. Avoid being overly solicitous, which may be viewed as patronizing or insincere.
 - d. Do not befriend the inmates; such an attempt will likely result in exploitation.

FRESNO COUNTY SHERIFF'S OFFICE
JAIL DIVISION POLICIES AND PROCEDURES

TITLE: HOSTAGE SITUATIONS
FILE: HOSTAGE

NO: B-130

- e. Try asking for items that will increase personal comfort. Make requests in a reasonable, low-key manner.
 4. Be prepared to be isolated and disoriented.
 - a. Do not talk to other hostages. The hostage takers may think a plot is being formed.
 - b. Develop mind games to stimulate thinking and maintain mental alertness.
 5. Be tolerant of fellow hostages. Just as each person has different reactions to stress, each individual will have different methods of coping as a hostage. Some methods are not effective and may endanger the group, or be annoying to other hostages (e.g., constant talking). Try to help these people cope in other ways.
 6. Gather intelligence. Hostages should take in and store as much detail, about their captors as possible without drawing attention to their efforts. Make mental notes and attempt to gather the following information: identification of the ring leader, the number of hostage takers, the type of weapons they are using, their tactics, location within the area, etc.
 7. Maintain hope. Depending on the circumstances, resolution of hostage situations can be a lengthy process.
- B. Stay away from doors and windows through which rescue teams may enter or shoot. If a rescue is attempted, drop to the floor and keep hands in view.
- C. If there is a chance to escape, the hostage should be certain of their success.
1. Balance the likely payoff of any behavior with the possible consequences. Hostage takers may use violence or death to teach a lesson.
 2. Realize that Central Control will not open any doors for anyone.
- D. Hostages should be aware of the "Stockholm Syndrome", whereby hostages begin to show sympathy toward their captors. Hostages who develop

FRESNO COUNTY SHERIFF'S OFFICE
JAIL DIVISION POLICIES AND PROCEDURES

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Stockholm Syndrome often view the captor as *giving life* by simply not taking it. Such hostages often misinterpret a *lack of abuse* as kindness and may develop feelings of appreciation for the perceived benevolence.

CALWIN COUNTY DATA ACCESS

* CONFIDENTIALITY POLICY AND AGREEMENT *

The CalWIN County Data Access Confidentiality Policy and Agreement applies to non-county staff who request access to the CalWIN system thru the Welfare Case Data System Consortium. The purpose of such access includes, but is not limited to, State of California staff who, in the course of their duties, are required to access CalWIN. Examples of access to CalWIN under this agreement include review of CalWIN cases, CalWIN client data, CalWIN eligibility determinations and benefit computations, and other CalWIN data. Staff who are granted access to CalWIN under this agreement will receive a unique CalWIN "user id" and password.

INSTRUCTIONS

1. Read the following policy statement carefully.
2. After reading the policy statement, sign your name, enter your title and County/Company or State affiliation, last 4 digits of your SSN and date in the space provided below. The signed statement will be placed in your CalWIN project personnel file.

POLICY CONCERNING THE CONFIDENTIALITY OF CLIENT INFORMATION

All written, oral, visual and printed information concerning clients of WCDS Consortium Counties is confidential. The term *clients*, for purposes of this policy, include former, current, and future applicants, recipients and authorized representatives who have received, are currently receiving or are currently seeking services from any Social Services agency for any Social Services program including Children's Services, Adult and Employment Services and Financial Assistance. *Clients* also include all individuals who have been or currently are under investigation or who are have been identified for potential investigation in connection with the administration of any social services programs.

Information pertaining to clients of any County shall not be disclosed to anyone, in or out of the workplace, including to other employees, nor shall it be published or used by any employee except for purposes directly connected with the administration of agency programs as set forth in the California Welfare and Institutions Code §10850, or pursuant to an order of a judge of the Juvenile Court, or as otherwise required by law.

The need for confidentiality applies to any personally identifiable information (PII), whether written, electronic, or oral, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number., The need for confidentiality also applies to all other personal or case-related information, including, but not limited to, client or case information in client case files; court reports; Juvenile Court records; internal project memoranda or any County memoranda; employee or agency reports, minutes and other documents; information contained in electronic data processing databases and systems; client or employee notes, documents or correspondence; drafts of documents; and oral comments.

Emails and/or any email attachments sent outside of your organization's firewall that include PII or other confidential information must be sent via an encrypted method using a solution approved by the State's Department of Health Care Services or using a vendor product specified on the California Strategic Sourced Initiative.

Mailed or otherwise delivered documents that contain PII or other confidential information must be sent using secure methods. Large volume mailings must be by a secure bonded courier with signature required on receipt. When State FOB staff requires clarification, phone calls or Postal mail shall be used in the absence of an encryption solution.

***** Email communication between State/County or State/CalWIN will not be permitted under this agreement until an encryption solution has been agreed upon and implemented by the State, all 18 WCDS CalWIN Consortia Counties and the CalWIN Project site *****

By signing this statement, I declare that I have read the contents of this document, agree to its terms and understand that violation of any of its provisions may result in disciplinary action, civil liability, and/or criminal prosecution.

PRINT NAME HERE: _____ SSN (last 4 digits): _____

Signature: _____ Date: ____/____/____

Title: _____ Organization: _____

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).

(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:	