

AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of September, 2018 ("Effective Date"), by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, ("COUNTY"), and SIERRA EDUCATION AND RESEARCH INSTITUTE, a California non-profit corporation, whose address is 5730 N. First Street #105, Fresno, CA 93710, ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY'S Probation Department desires to use CONTRACTOR to conduct psychological assessments and provide counseling to offenders on probation or incarcerated at the County jail; and

WHEREAS, CONTRACTOR represents that it is qualified, willing, and able to provide desired services, and has offered to provide staff and services to COUNTY, as provided herein.

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

1. OBLIGATIONS OF THE CONTRACTOR

A. For purposes of this Agreement, the term "employee" shall also refer to the student interns hired by CONTRACTOR to provide services under this Agreement.

B. CONTRACTOR shall perform the services as described in Exhibit "A", which is attached and incorporated by this reference.

C. CONTRACTOR's employees assigned to provide any services under this Agreement must pass a criminal background check conducted by COUNTY at no cost to CONTRACTOR.

D. CONTRACTOR's employees shall wear professional attire, as approved by COUNTY, when providing any services under this Agreement.

E. CONTRACTOR shall advise its employees of the possibility that a hostage-taking incident could occur at any time at the County Jail, and shall advise its employees of the "No Hostage" policy, attached as Exhibit "B", and incorporated by this reference, which generally means that there will be no bargaining for the release of hostages in exchange for the release of incarcerated individuals.

1 F. CONTRACTOR shall not allow any of its employees into the County Jail if
2 CONTRACTOR has reason to believe that employee is under the influence of alcohol or drugs.

3 G. CONTRACTOR and its employees shall comply with all Prison Rape Elimination
4 Act "PREA" standards for adult facilities. Training will be provided by the Probation Department and/or
5 the Sheriff's Office in compliance with PREA standards for adult facilities.

6 2. OBLIGATIONS OF THE COUNTY

7 A. COUNTY, at no charge to CONTRACTOR, shall provide CONTRACTOR's
8 employees assigned to the County Jail, and allowed admittance by COUNTY as provided herein, with
9 Vendor identification badges, for performance of services under this Agreement.

10 B. COUNTY shall provide direction to CONTRACTOR's employees in the event of a
11 disturbance inside the County Jail.

12 C. COUNTY shall compensate CONTRACTOR for satisfactorily provided services,
13 and reimburse CONTRACTOR for allowable reasonable and necessary expenses incurred, as provided for
14 under Section 6, "COMPENSATION/INVOICING," of this Agreement.

15 D. A copy of this Agreement shall be retained and made available during the term of
16 this Agreement by COUNTY's Probation Department Contract Coordinator.

17 3. COUNTY'S AUTHORITY

18 A. COUNTY's Probation Department shall have the right to conduct criminal
19 background checks, at any time, as deemed necessary by the COUNTY's Probation Department and/or
20 Sheriff's Office, on all employees whom CONTRACTOR will assign or has assigned to work at the County
21 Jail under this Agreement. When COUNTY's Probation Department and/or Sheriff's Office determines that
22 such background checks are to be performed for CONTRACTOR's employees, such background checks
23 must be completed to COUNTY's satisfaction on all such CONTRACTOR's employees before any
24 admission, or continued admission, of any such persons into the County Jail. COUNTY's Chief Probation
25 Officer and/or Sheriff shall have sole and absolute discretion to refuse admittance of any of
26 CONTRACTOR's employees into the County Jail, and to remove any of CONTRACTOR's employees from
27 the County Jail at any time. COUNTY's Probation Department shall promptly notify CONTRACTOR if any
28

1 of CONTRACTOR's employees are found to be unacceptable for admission into the County Jail and, upon
2 such notice, CONTRACTOR shall immediately refuse admittance of such person to the County Jail.

3 B. CONTRACTOR shall instruct its employees to immediately follow the orders of the
4 Facility Administrator, when inside the County Jail, in the event of any disturbance inside the County Jail.

5 C. In the event of a dispute involving COUNTY staff and CONTRACTOR's employees
6 involving County Jail security measures, and the like, the Facility Administrator shall have the final decision
7 as to the matter in dispute and such decision shall be conclusive.

8 4. TERM

9 The term of this Agreement shall be for a period of three (3) years, commencing on September 15,
10 2018 through and including September 14, 2021. This Agreement may be extended for two (2) additional
11 consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days
12 prior to the first day of the next twelve (12) month extension period. The Chief Probation Officer or his or
13 her designee is authorized to execute such written approval on behalf of COUNTY based on
14 CONTRACTOR'S satisfactory performance.

15 5. TERMINATION

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

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

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

26 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
27 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
28 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.

1 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
2 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
3 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
4 any such funds upon demand.

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

8 6. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and
9 CONTRACTOR agrees to receive compensation for actual services rendered, and reimbursement for
10 allowable reasonable and necessary expenses incurred, as shown in Exhibit "C", which is attached and
11 incorporated by this reference.

12 In no event shall compensation for services performed, and reimbursement for allowable
13 reasonable and necessary expenses incurred, under this Agreement exceed one hundred and forty
14 thousand dollars (\$140,000.00) annually, with a maximum amount payable by COUNTY to CONTRACTOR
15 of four hundred twenty thousand dollars (\$420,000) for the initial three year term of this Agreement. In the
16 event this Agreement is extended for the first optional extension term as provided in Section 4, the
17 maximum amount payable by COUNTY to CONTRACTOR under this Agreement will be five hundred sixty
18 thousand dollars (\$560,000). In the event this Agreement is extended for the second optional extension
19 term as provided in Section 4, the maximum amount payable by COUNTY to CONTRACTOR under this
20 Agreement will be seven hundred thousand dollars (\$700,000). It is understood that all expenses (except
21 for allowable reasonable and necessary expenses incurred as provided herein) incidental to
22 CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

23 CONTRACTOR's hourly rates set forth in lines 1-4 in Exhibit "C" may be changed from time to time,
24 but to not exceed ten percent (10%) annually for each such rate, and in any event not exceed ten percent
25 (10%) each such rate's respective annual maximum compensation payable to CONTRACTOR set forth in
26 lines 1-4 in Exhibit "C," upon the written approval of both COUNTY's Chief Probation Officer or his or her
27 designee and CONTRACTOR, as long as those changes do not exceed the total respective amounts of
28 COUNTY's obligations to compensate CONTRACTOR for services performed, and reimburse

1 CONTRACTOR for allowable reasonable and necessary expenses, under the preceding paragraph of this
2 Agreement.

3 Payment shall be in arrears, for services provided during the previous month, within forty-five (45)
4 days after receipt and verification of CONTRACTOR's invoices by COUNTY's Probation Department. If
5 CONTRACTOR should fail to comply with any provision of this Agreement, COUNTY is relieved of its
6 obligation for further compensation for any services performed and reimbursement of any reasonable and
7 necessary expenses incurred. CONTRACTOR shall submit invoices to the County of Fresno, Probation
8 Department, at 3333 E. American Avenue, Suite B, Fresno, CA 93725, Attention: Business Office or e-mail
9 them to ProbationInvoices@fresnocountyca.gov

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

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

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

28 8. MODIFICATION: Any matters of this Agreement may be modified from time to time by the

1 written consent of all the parties without, in any way, affecting the remainder.

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

4 10. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
5 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
6 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses, and any and all
7 claims, damages, costs, fees, regulatory fines and penalties, and forms of legal action involving Cyber
8 Risks, occurring or resulting to COUNTY in connection with the performance, or failure to perform, by
9 CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and
10 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses, and any and all
11 claims, damages, costs, fees, regulatory fines and penalties, and forms of legal action involving Cyber
12 Risks, occurring or resulting to any person, firm, or corporation who may be injured or damaged by the
13 performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this
14 Agreement.

15 The provisions of this Section 10 shall survive the termination of this Agreement.

16 11. INSURANCE

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

21 A. Commercial General Liability

22 Commercial General Liability Insurance with limits of not less than Two Million Dollars
23 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
24 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
25 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
26 liability or any other liability insurance deemed necessary because of the nature of this contract.

27 B. Automobile Liability

28 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars

1 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
2 used in connection with this Agreement.

3 C. Professional Liability

4 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
5 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
6 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

7 D. Cyber Liability

8 Cyber Liability Insurance, with limits not less than two million dollars (\$2,000,000) per occurrence
9 or claim, two million dollars (\$2,000,000) aggregate. Coverage shall include, but not be limited to, any
10 and all claims, damages, costs, fees, regulatory fines and penalties, or forms of legal action involving
11 Cyber Risks. The cyber liability policy shall be endorsed to cover the full replacement value of, damage
12 to, alteration of, loss of, theft of, ransom of, or destruction of intangible property (including but not limited
13 to information or data) that is in the care, custody, or control of CONTRACTOR.

14 For purposes of the cyber liability insurance required under this Agreement, Cyber Risks include,
15 but are not limited to, (i) security breaches, which include disclosure of, whether intentional or
16 unintentional, information provided by COUNTY, information provided by or obtained from any inmate,
17 or personal-identifying information relating to any inmate, to an unauthorized third party; (ii) breach of
18 any of CONTRACTOR's obligations under this Agreement relating to data security, protection,
19 preservation, usage, storage, transmission, and the like; (iii) infringement of intellectual property
20 including, but not limited to, infringement of copyright, trademark, and trade dress; (iv) invasion of
21 privacy, including any release of private information; (v) information theft by any person or entity,
22 whatsoever; (vi) damage to or destruction or alteration of electronic information; (vii) extortion related to
23 CONTRACTOR's obligations under this Agreement regarding electronic information, including
24 information provided by COUNTY, information provided by or obtained from any inmate, or personal-
25 identifying information relating to any inmate; (viii) network security; (ix) data breach response costs,
26 including security breach response costs; (x) regulatory fines and penalties related to CONTRACTOR's
27 obligations under this Agreement regarding electronic information, including information provided by
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COUNTY, information provided by or obtained from an inmate, or personal-identifying information relating to any inmate; and (xi) credit monitoring expenses.

E. Worker's Compensation

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

Additional Requirements Relating to Insurance

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

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

Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Probation Business Office, 3333 E. American Avenue, Suite B, Fresno, CA 93725, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under

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

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

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

9 12. CONFIDENTIALITY

10 A. The parties to this Agreement shall be in strict conformance with all
11 applicable Federal and State of California laws and regulations, including but not limited to Sections 5328,
12 10850, and 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and 431.300 *et seq.* of Title
13 42, Code of Federal Regulations (CFR), Section 56 *et seq.* of the California Civil Code, Sections 11977 and
14 11812 of Title 22 of the California Code of Regulations, and the Health Insurance Portability and
15 Accountability Act (HIPAA), including but not limited to Section 1320 D *et seq.* of Title 42, United States
16 Code (USC) and its implementing regulations, including, but not limited to Title 45, CFR, Sections 142, 160,
17 162, and 164, The Health Information Technology for Economic and Clinical Health Act (HITECH)
18 regarding the confidentiality and security of patient information, and the Genetic Information
19 Nondiscrimination Act (GINA) of 2008 regarding the confidentiality of genetic information.

20 Except as otherwise provided in this Agreement, CONTRACTOR, as a Business
21 Associate of COUNTY, may use or disclose Protected Health Information (PHI) to perform functions,
22 activities or services for or on behalf of COUNTY, as specified in this Agreement, provided that such use
23 or disclosure shall not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 USC
24 1320d *et seq.* The uses and disclosures of PHI may not be more expansive than those applicable to
25 COUNTY, as the "Covered Entity" under the HIPAA Privacy Rule (45 CFR 164.500 *et seq.*), except as
26 authorized for management, administrative or legal responsibilities of the Business Associate.

27 B. CONTRACTOR, including its subcontractors and employees, shall protect, from
28 unauthorized access, use, or disclosure of names and other identifying information, including genetic

1 information, concerning persons receiving services pursuant to this Agreement, except where permitted
2 in order to carry out data aggregation purposes for health care operations [45 CFR Sections 164.504
3 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i)] This pertains to any and all persons receiving
4 services pursuant to a COUNTY funded program. This requirement applies to electronic PHI.
5 CONTRACTOR shall not use such identifying information or genetic information for any purpose other
6 than carrying out CONTRACTOR's obligations under this Agreement.

7 C. CONTRACTOR, including its subcontractors and employees, shall not disclose
8 any such identifying information or genetic information to any person or entity, except as otherwise
9 specifically permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164 or other law,
10 required by the Secretary, or authorized by the client/patient in writing. In using or disclosing PHI that is
11 permitted by this Agreement or authorized by law, CONTRACTOR shall make reasonable efforts to
12 limit PHI to the minimum necessary to accomplish intended purpose of use, disclosure or request.

13 D. For purposes of the above sections, identifying information shall include, but not
14 be limited to name, identifying number, symbol, or other identifying particular assigned to the individual,
15 such as finger or voice print, or photograph.

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

20 F. CONTRACTOR shall provide access, at the request of COUNTY, and in the time
21 and manner designated by COUNTY, to PHI in a designated record set (as defined in 45 CFR Section
22 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR Section 164.524
23 regarding access by individuals to their PHI. With respect to individual requests, access shall be
24 provided within thirty (30) days from request. Access may be extended if CONTRACTOR cannot
25 provide access and provides individual with the reasons for the delay and the date when access may be
26 granted. PHI shall be provided in the form and format requested by the individual or COUNTY.

27 CONTRACTOR shall make any amendment(s) to PHI in a designated record set at the
28 request of COUNTY or individual, and in the time and manner designated by COUNTY in accordance

with 45 CFR Section 164.526.

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

G. CONTRACTOR shall report to 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 it 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 COUNTY's Information Security Officer and Privacy Officer and COUNTY's 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. 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. CONTRACTOR shall investigate such breach and is responsible for all notifications required by law and regulation or deemed necessary by COUNTY and shall provide a written report of the investigation and reporting required to COUNTY's Information Security Officer and Privacy Officer and 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	County of Fresno	County of Fresno
	Dept. of Public Health	Dept. of Public Health	Information Technology
Services			
	HIPAA Representative	Privacy Officer	Information Security
Officer			
	(559) 600-6439	(559) 600-6405	(559) 600-5800
	P.O. Box 11867	P.O. Box 11867	2048 N. Fine Street
	Fresno, CA 93775	Fresno, CA 93775	Fresno, CA 93727

H. CONTRACTOR shall make its internal practices, books, and records relating to the use and

disclosure of PHI received from COUNTY, or created or received by the CONTRACTOR on behalf of 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. CONTRACTOR shall make its internal practices, books, and records relating to the use and disclosure of PHI received from COUNTY, or created or received by the CONTRACTOR on behalf of COUNTY, available to the United States Department of Health and Human Services (Secretary) upon demand.

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 CONTRACTOR and in possession of a Subcontractor, it must certify efforts to obtain the information to the Secretary.

I. CONTRACTOR shall implement administrative, physical, and technical safeguards as required by the HIPAA Security Rule, Subpart C of 45 CFR 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 COUNTY and to prevent unauthorized access, viewing, use, disclosure, or breach of PHI other than as provided for by this Agreement.

CONTRACTOR shall conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidential, integrity and availability of electronic PHI. 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 CONTRACTOR's operations and the nature and scope of its activities. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with information concerning such safeguards.

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

1. Passwords must not be:

- a. 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;
 - b. A dictionary word; or
 - c. Stored in clear text
2. Passwords must be:
 - a. Eight (8) characters or more in length;
 - b. Changed every ninety (90) days;
 - c. Changed immediately if revealed or compromised; and
 - d. Composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - 1) Upper case letters (A-Z);
 - 2) Lowercase letters (a-z);
 - 3) Arabic numerals (0 through 9); and
 - 4) Non-alphanumeric characters (punctuation symbols).

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.

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

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

1 Standard (AES) Algorithm. CONTRACTOR must apply appropriate sanctions against its employees
2 who fail to comply with these safeguards. CONTRACTOR must adopt procedures for terminating
3 access to PHI when employment of employee ends.

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

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

13 L. CONTRACTOR shall train and use reasonable measures to ensure compliance
14 with the requirements of these provisions by employees who assist in the performance of functions or
15 activities on behalf of COUNTY under this Agreement and use or disclose PHI and discipline such
16 employees who intentionally violate any provisions of these provisions, including termination of
17 employment.

18 M. Upon COUNTY's knowledge of a material breach of these provisions by
19 CONTRACTOR, COUNTY shall either:

20 1. Provide an opportunity for CONTRACTOR to cure the breach or end the
21 violation and terminate this Agreement if CONTRACTOR does not cure the breach or end the violation
22 within the time specified by COUNTY;

23 2. Immediately terminate this Agreement if CONTRACTOR has breached a
24 material term of these provisions and cure is not possible; or

25 3. If neither cure nor termination is feasible, the COUNTY's Privacy Officer
26 shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

27 N. COUNTY may terminate this Agreement in accordance with the terms and
28 conditions of this Agreement, if: (1) CONTRACTOR is found guilty in a criminal proceeding for a

1 violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) a finding or stipulation that the
2 CONTRACTOR has violated a privacy or security standard or requirement of the HITECH Act, HIPAA or
3 other security or privacy laws in an administrative or civil proceeding in which the CONTRACTOR is a
4 party.

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

13 P. COUNTY makes no warranty or representation that compliance by
14 CONTRACTOR with these provisions, the HITECH Act, HIPAA or the HIPAA regulations will be
15 adequate or satisfactory for CONTRACTOR's own purposes or that any information in
16 CONTRACTOR's possession or control, or transmitted or received by CONTRACTOR, is or will be
17 secure from unauthorized access, viewing, use, disclosure, or breach. CONTRACTOR is solely
18 responsible for all decisions made by CONTRACTOR regarding the safeguarding of PHI.

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

28 R. Nothing express or implied in the terms and conditions of these provisions is

1 intended to confer, nor shall anything herein confer, upon any person other than COUNTY or
2 CONTRACTOR and their respective successors or assignees, any rights, remedies, obligations or
3 liabilities whatsoever.

4 S. The terms and conditions in these provisions shall be interpreted as broadly as
5 necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The
6 parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved in
7 favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

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

10 U. The respective rights and obligations of CONTRACTOR as stated in this Section
11 shall survive the termination or expiration of this Agreement.

12 V. No change, waiver or discharge of any liability or obligation hereunder on any one
13 or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or
14 shall prohibit enforcement of any obligation on any other occasion.

15 W. CONTRACTOR shall ensure it and its employees use criminal records,
16 Department of Motor Vehicle Records, and other criminal justice information only as permitted by
17 Federal and State statutes and regulations pertaining to the confidentiality of such records. Any misuse
18 of said information in violation of Federal or State statute or regulation may result in criminal or civil
19 action.

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

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

28 14. NOTICES: The persons and their addresses having authority to give and receive notices

under this Agreement include the following:

COUNTY

Chief Probation Officer
3333 E. American Avenue
Suite B
Fresno CA 93725

CONTRACTOR

Executive Director
Sierra Education and Research Institute
5730 N. First St., Suite 105-503
Fresno, CA 93710

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

15. 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.

16. DISCLOSURE OF SELF-DEALING TRANSACTIONS:

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

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions

1 that they are a party to while CONTRACTOR is providing goods or performing services under this
2 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
3 and in which one or more of its directors has a material financial interest. Members of the Board of
4 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
5 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit D and incorporated herein by
6 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
7 immediately thereafter.

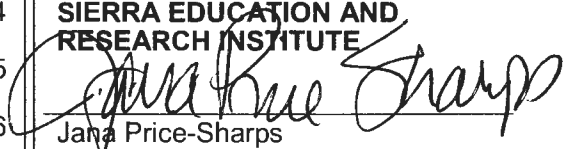
8 17. CONSISTENT FEDERAL INCOME TAX POSITION: CONTRACTOR acknowledges that
9 the Jail has been constructed or improved using net proceeds of governmental tax-exempt bonds
10 (collectively, "Bond-Financed Facilities"). CONTRACTOR agrees that, with respect to this Agreement
11 and the Bond Financed Facilities, CONTRACTOR is not entitled to take, and shall not take, any position
12 (also known as a "tax position") with the Internal Revenue Service ("IRS") that is inconsistent with being
13 a "service provider" to the COUNTY, as a "qualified user" with respect to the Bond-Financed Facilities,
14 as "managed property," as all of those terms are used in Internal Revenue Service Revenue Procedure
15 2017-13, and to that end, for example, and not as a limitation, CONTRACTOR agrees that
16 CONTRACTOR shall not, in connection with any federal income tax return that it files with the IRS or
17 any other statement or information that it provides to the IRS, (a) claim ownership, or that it is a lessee,
18 of any portion of the Bond Financed Facilities, or (b) claim any depreciation or amortization deduction,
19 investment tax credit, or deduction for any payment as rent with respect to the Bond-Financed Facilities.

20 18. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
21 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
22 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
23 understanding of any nature whatsoever unless expressly included in this Agreement. In the event of any
24 inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be
25 resolved by giving precedence in the following order of priority: (1) the text of this Agreement (excluding
26 Exhibits "A", "B", "C", and "D"; (2) Exhibit "A"; (3) Exhibit "B"; (4) Exhibit "C"; and (5) Exhibit "D".

27 ///

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

3
4 **SIERRA EDUCATION AND
RESEARCH INSTITUTE**

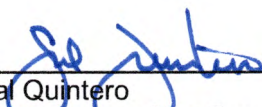
5 
6 Jana Price-Sharp
7 President and Clinical Director

8
9 5730 N. First St., Suite 105-503

Fresno, CA 93710

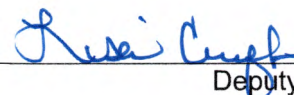
10 Mailing Address

COUNTY OF FRESNO

11 
12 Sal Quintero
13 Chairperson of the Board of Supervisors
14 of the County of Fresno

ATTEST:

15 Bernice E. Seidel
16 Clerk of the Board of Supervisors
17 County of Fresno, State of California

18 By: 
19 Deputy

20 **FOR ACCOUNTING USE ONLY:**

21 **ORG No.: 34300390**

22 **Account No.: 7295**

23 **Requisition No.: 3431900067**
24
25
26
27
28

EXHIBIT A – SERVICES

The Sierra Educational and Research Group (SERI) will provide services to adult offending populations including:

1. Management and placement of pre-doctoral interns, post-doctoral interns and doctoral practicum students in conjunction with the Clinical Coordinator and Clinical Supervisor.
2. Coordination of training for interns to include Assessments: Becks Depression Index (BDI), Trails A & B for cognitive functioning, Psychological Social Systems Index (PSSI) and Static Risk Offender Needs Guide (STRONG) Thinking for A Change (T4C); Necessary assessments for defendants being considered for Veteran's Treatment Court; Counseling with a focus on offender cognitive needs and collaborative case management, individual and group treatment methodologies, marital and family therapies.
3. The interns will provide a minimum of 80 hours of counseling services per week and will include the services listed in items 4 through 12 below.
4. Counseling services for offenders to include individual and group treatment for: theft groups, gang involvement, drug sales, sex crimes and domestic violence groups.
5. Coaching and ongoing offender support in problem life areas.
6. Psycho-educational services to identified populations.
7. Dual diagnosis services as appropriate.
8. Parenting classes and communication skills both in and out of custody.
9. Impulse control and anger management for identified populations.
10. Aftercare supportive and bridging services to released offenders.
11. Collaboration with the Fresno County Probation Department, the Fresno County Sheriff's Office and jail staff as well as other identified program staff in offender services.
12. Other relevant duties as identified by the Chief Probation Officer or designee.

FRESNO COUNTY SHERIFF'S OFFICE
JAIL DIVISION POLICIES AND PROCEDURES

Exhibit B

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

AUTHORITY: Sheriff M. Mims

APPROVED BY: Assistant Sheriff T. Gattie

REFERENCE: 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

Exhibit B

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

FRESNO COUNTY SHERIFF'S OFFICE
JAIL DIVISION POLICIES AND PROCEDURES

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at all times. Do not stand out from other hostages. Drawing 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

FRESNO COUNTY SHERIFF'S OFFICE
JAIL DIVISION POLICIES AND PROCEDURES

Exhibit B

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- exploitation.
- 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

FRESNO COUNTY SHERIFF'S OFFICE
JAIL DIVISION POLICIES AND PROCEDURES

Exhibit B

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begin to show sympathy toward their captors. Hostages who develop 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.

EXHIBIT C – COMPENSATION

COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation for actual services rendered as follows:

1. Project Coordinator shall be compensated at an hourly rate of \$32 with an annual maximum of \$60,000.
2. Intern Coordinator shall be compensated at an hourly rate of \$29 with an annual maximum of \$25,000.
3. Intern Supervisor shall be compensated at an hourly rate of \$57 with an annual maximum of \$27,500.
4. Part-Time Clinical Provider shall be compensated at an hourly rate of \$20 with an annual maximum of \$15,000.
5. Office supplies shall be reimbursed at actual cost with an annual maximum not to exceed \$2,000. CONTRACTOR shall be responsible for office supplies exceeding \$2,000 annually.
6. A Psychological Assessment Tool shall be purchased by Contractor and reimbursed at actual cost not to exceed \$500 annually.
7. CONTRACTOR is permitted to invoice for Overhead Costs (i.e. office space rental, utilities, administrative) at a rate of 7.85% of actual Salary and Benefit costs included in this Agreement not to exceed an annual maximum of \$10,000.

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:	