

**SERVICE AGREEMENT**

This Service Agreement ("Agreement") is dated June 18, 2024 and is between California State University, Fresno, a public university whose address is 5150 North Maple Avenue, Fresno, California 93740-0111, hereinafter referred to as "University", and the County of Fresno, a political subdivision of the State of California ("County").

**Recitals**

A. University has a need for facilities for the provision of clinical and field experiences for mandatory learning experiences for its students;

B. County through its Departments maintains and operates facilities and programs suitable for furnishing such clinical and field experience;

C. It is to the mutual benefit of the parties that personnel and students of University use such facilities of County for their clinical and field experience;

The parties therefore agree as follows:

**Article 1**

**University's Services**

1.1 **Scope of Services.** University shall perform all of the services provided in Exhibit A to this Agreement, titled "Scope of Services."

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

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

**Article 2**

**County's Responsibilities**

2.1 The County shall meet all obligations provided in Exhibit A to this Agreement, titled "Scope of Services."

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1 **Article 3**

2 **Compensation, Invoices, and Payments**

3 3.1 The clinical and field education programs conducted pursuant to the terms and  
4 conditions of this Agreement shall be performed without the payment of any monetary  
5 consideration by University or County, one to the other, or by or to any student participating in  
6 the programs.

7 3.2 University acknowledges that the County is a local government entity, and does so  
8 with notice that the County's powers are limited by the California Constitution and by State law,  
9 and with notice that University may receive compensation under this Agreement only for  
10 services performed according to the terms of this Agreement and while this Agreement is in  
11 effect, and subject to the maximum amount payable under this section. University further  
12 acknowledges that County employees have no authority to pay University except as expressly  
13 provided in this Agreement.

14 3.3 **Incidental Expenses.** University is solely responsible for all of its costs and expenses  
15 that are not specified as payable by the County under this Agreement.

16 **Article 4**

17 **Term of Agreement**

18 4.1 **Term.** This Agreement is effective on July 1, 2024 and terminates on June 30, 2027,  
19 except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension,"  
20 below.

21 4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-  
22 year periods only upon written approval of both parties at least 30 days before the first day of  
23 the next one-year extension period. The County's DSS Director or his or her designee is  
24 authorized to sign the written approval on behalf of the County based on University's  
25 satisfactory performance. The extension of this Agreement by the County is not a waiver or  
26 compromise of any default or breach of this Agreement by University existing at the time of the  
27 extension whether or not known to the County.

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1 **Article 5**

2 **Notices**

3 5.1 **Contact Information.** The persons and their addresses having authority to give and  
4 receive notices provided for or permitted under this Agreement include the following:

5 **For the County:**

6 Director of Department of Social Services  
7 County of Fresno  
8 P.O. Box 1912  
9 Fresno, CA 93718-1912

10 Director of Department of Public Health  
11 County of Fresno  
12 P.O. Box 11867  
13 Fresno, CA 93775

14 Director of Department of Behavioral Health  
15 County of Fresno  
16 1925 E. Dakota Ave.  
17 Fresno, CA 93726

18 Chief Probation Officer  
19 Probation Department  
20 3333 East American Avenue, Suite B  
21 Fresno, CA 93725

22 Sheriff  
23 Fresno County Sheriff's Office  
24 2200 Fresno Street  
25 Fresno, CA 93721

26 Public Defender, County of Fresno  
27 Public Defender's Office  
28 2220 Tulare Street, Suite 300  
Fresno, CA 93721

County Librarian  
Fresno County Public Library  
2420 Mariposa Street  
Fresno, CA 93721

**For University:**

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

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



1 notice may suspend performance under this Agreement, and must provide at least 30  
2 days for University to cure the breach.

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

5 (C) For purposes of this section, a breach occurs when, in the determination of the  
6 County, University has:

- 7 (1) Obtained or used funds illegally or improperly;
- 8 (2) Failed to comply with any part of this Agreement;
- 9 (3) Submitted a substantially incorrect or incomplete report to the County; or
- 10 (4) Improperly performed any of its obligations under this Agreement.

11 **6.2 Termination without Cause.** In circumstances other than those set forth above, the  
12 County or University may terminate this Agreement by giving at least 60 days advance written  
13 notice to University. This allows students sufficient time to complete their placement, as well as  
14 provide University an opportunity to find new placement for students, should the agreement be  
15 terminated.

16 **6.3 No Penalty or Further Obligation.** Any termination of this Agreement by the County  
17 under this Article 6 is without penalty to or further obligation of the County.

18 **6.4 County's Rights upon Termination.** Upon termination for breach under this Article  
19 6, the County may demand repayment by University of any monies disbursed to University  
20 under this Agreement that, in the County's sole judgment, were not expended in compliance  
21 with this Agreement. University shall promptly refund all such monies upon demand. This  
22 section survives the termination of this Agreement.

## 23 **Article 7**

### 24 **Independent Contractor**

25 **7.1 Status.** In performing under this Agreement, University, including its officers, agents,  
26 employees, and volunteers, is at all times acting and performing as an independent contractor,  
27 in an independent capacity, and not as an officer, agent, servant, employee, joint venturer,  
28 partner, or associate of the County.



1 **Article 9**

2 **Insurance**

3 9.1 University shall comply with all the insurance requirements in Exhibit B to this  
4 Agreement.

5 **Article 10**

6 **Inspections, Audits, Record Maintenance, and Public Records**

7 10.1 **Inspection of Documents.** University shall make available to the County, and the  
8 County may examine at any time during business hours and as often as the County deems  
9 necessary, all of University's records and data with respect to the matters covered by this  
10 Agreement, excluding attorney-client privileged communications. University shall, upon request  
11 by the County, permit the County to audit and inspect all of such records and data to ensure  
12 University's compliance with the terms of this Agreement.

13 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
14 Agreement exceeds \$10,000, University is subject to the examination and audit of the California  
15 State Auditor, as provided in Government Code section 8546.7, for a period of three years after  
16 final payment under this Agreement. This section survives the termination of this Agreement.

17 10.3 **Single Audit Clause.** If University expends Seven Hundred Fifty Thousand Dollars  
18 (\$750,000) or more in Federal and Federal flow-through monies annually, University agrees to  
19 conduct an annual audit in accordance with the requirements of the Single Audit Standards as  
20 set forth in Office of Management and Budget (OMB) Title 2 of the Code of Federal Regulations  
21 Part 200. University shall submit said audit and management letter to County. The audit must  
22 include a statement of findings or a statement that there were no findings. If there were negative  
23 findings, University must include a corrective action signed by an authorized individual.

24 University agrees to take action to correct any material non-compliance or weakness found as a  
25 result of such audit. Such audit shall be delivered to County's DSS, Administration, for review  
26 within nine (9) months of the end of any fiscal year in which funds were expended and/or  
27 received for the program. Failure to perform the requisite audit functions as required by this  
28 Agreement may result in County performing the necessary audit tasks, or at County's option,

1 contracting with a public accountant to perform said audit, or, may result in the inability of  
2 County to enter into future agreements with University. All audit costs related to this Agreement  
3 are the sole responsibility of University.

4       **10.4 Program Audit Requirements.** A single audit report is not applicable if all  
5 University's Federal contracts do not exceed the Seven Hundred Fifty Thousand Dollars  
6 (\$750,000) requirement or University's funding is through Drug related Medi-Cal. If a single  
7 audit is not applicable, a program audit must be performed and a program audit report with  
8 management letter shall be submitted by University to County as a minimum requirement to  
9 attest to University's solvency. Said audit report shall be delivered to County's DSS,  
10 Administration, for review no later than nine (9) months after the close of the fiscal year in which  
11 the funds supplied through this Agreement are expended. Failure to comply with this Act may  
12 result in County performing the necessary audit tasks or contracting with a qualified accountant  
13 to perform said audit. All audit costs related to this Agreement are the sole responsibility of  
14 University who agrees to take corrective action to eliminate any material noncompliance or  
15 weakness found as a result of such audit. Audit work performed by County under this paragraph  
16 shall be billed to the University at County cost, as determined by County's Auditor-  
17 Controller/Treasurer-Tax Collector.

18       **10.5 Record Establishment and Maintenance.** University shall establish and maintain  
19 records in accordance with those requirements prescribed by County, with respect to all matters  
20 covered by this Agreement. University shall retain all fiscal books, account records and client  
21 files for services performed under this Agreement for at least five (5) years from date of final  
22 payment under this Agreement or until all State and Federal audits are completed for that fiscal  
23 year, whichever is later.

24               (A) Cost Documentation. University agrees to maintain records to verify costs under  
25 this Agreement including a General Ledger, properly executed payrolls, time records,  
26 invoices, vouchers, orders, proof of payment, and any other accounting documents  
27 pertaining in whole or in part to this Agreement and they shall be clearly identified and  
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1 readily accessible. The support documentation must indicate the line budget account  
2 number to which the cost is charged.

3 (B) Service Documentation. University agrees to maintain records to verify services  
4 under this Agreement including names and addresses of clients served, if applicable,  
5 and the dates of service and a description of services provided on each occasion. These  
6 records and any other documents pertaining in whole or in part to this Agreement shall  
7 be clearly identified and readily accessible.

8 (C) County shall notify University in writing within thirty (30) days of any potential  
9 State or Federal audit exception discovered during an examination. Where findings  
10 indicate that program requirements are not being met and State or Federal participation  
11 in this program may be imperiled in the event that corrections are not accomplished by  
12 University within thirty (30) days of receipt of such notice from County, written notification  
13 thereof shall constitute County's intent to terminate this Agreement.

14 **10.6 Public Records.** The County is not limited in any manner with respect to its public  
15 disclosure of this Agreement or any record or data that University may provide to the County.  
16 The County's public disclosure of this Agreement or any record or data that University may  
17 provide to the County may include but is not limited to the following:

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

21 (B) The County may voluntarily, or upon request by any member of the public or  
22 governmental agency, disclose to the public or such governmental agency any record or  
23 data that University may provide to the County, unless such disclosure is prohibited by  
24 court order.

25 (C) This Agreement, and any record or data that University may provide to the  
26 County, is subject to public disclosure under the Ralph M. Brown Act (California  
27 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).  
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1 (D) This Agreement, and any record or data that University may provide to the  
2 County, is subject to public disclosure as a public record under the California Public  
3 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning  
4 with section 6250) ("CPRA").

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

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

13 (G) Notwithstanding sections A-F above, any information protected by law shall not  
14 be subject to public disclosure.

15 **10.7 Public Records Act Requests.** If the County receives a written or oral request  
16 under the CPRA to publicly disclose any record that is in University's possession or control, and  
17 which the County has a right, under any provision of this Agreement or applicable law, to  
18 possess or control, then the County may demand, in writing, that University deliver to the  
19 County, for purposes of public disclosure, the requested records that may be in the possession  
20 or control of University. Within five business days after the County's demand, University shall (a)  
21 deliver to the County all of the requested records that are in University's possession or control,  
22 together with a written statement that University, after conducting a diligent search, has  
23 produced all requested records that are in University's possession or control, or (b) provide to  
24 the County a written statement that University, after conducting a diligent search, does not  
25 possess or control any of the requested records. University shall cooperate with the County with  
26 respect to any County demand for such records. If University wishes to assert that any specific  
27 record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver  
28 the record or data to the County and assert the exemption by citation to specific legal authority

1 within the written statement that it provides to the County under this section. University's  
2 assertion of any exemption from disclosure is not binding on the County, but the County will give  
3 at least 10 days' advance written notice to University before disclosing any record subject to  
4 University's assertion of exemption from disclosure. University shall indemnify the County for  
5 any court-ordered award of costs or attorney's fees under the CPRA that results from  
6 University's delay, claim of exemption, failure to produce any such records, or failure to  
7 cooperate with the County with respect to any County demand for any such records.

8 **Article 11**

9 **Disclosure of Self-Dealing Transactions and Conflict of Interest**

10 11.1 **Applicability.** This Article 11 applies if University is operating as a corporation, or  
11 changes its status to operate as a corporation.

12 11.2 **Duty to Disclose.** If any member of University's board of directors is party to a self-  
13 dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-  
14 Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to the  
15 County before commencing the transaction or immediately after.

16 11.3 **Definition.** "Self-dealing transaction" means a transaction to which University is a  
17 party and in which one or more of its directors, as an individual, has a material financial interest.

18 11.4 **Conflict of Interest.** No officer, employee or agent of the County who exercises any  
19 function or responsibility for planning and carrying out of the services provided under this  
20 Agreement shall have any direct or indirect personal financial interest in this Agreement. In  
21 addition, no employee of the County shall be employed by University under this Agreement to  
22 fulfill any contractual obligations with the County. University shall comply with all Federal, State  
23 of California and local conflict of interest laws, statutes and regulations, which shall be  
24 applicable to all parties and beneficiaries under this Agreement and any officer, employee or  
25 agent of the County.

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1 **Article 12**

2 **Medi-Cal Confidentiality OR Confidentiality and Data Security**

3 12.1 **Conformance with Laws:** All services performed by University under this  
4 Agreement shall be in strict conformance with all applicable Federal, State of California, and/or  
5 local laws and regulations relating to confidentiality. University shall require its employees,  
6 agents, officers and subcontractors to comply with the provisions of Sections 10850 and  
7 14100.2 of the Welfare and Institutions Code, as well as the California Department of Social  
8 Services (CDSS) Manual of Policies and Procedures, Division 19-0000 and the California  
9 Department of Health Care Services (DHCS) Medi-Cal Eligibility Procedures Manual, Section  
10 2H. These Code sections provide that:

11 (A) All applications and records concerning any individual made or kept by any public  
12 officer or agency in connection with the administration of any provision of the Welfare  
13 and Institutions Code relating to Medicaid or any form of public social services for which  
14 grants-in-aid are received by the State of California from the United States government  
15 shall be confidential, and shall not be open to examination for any purpose not directly  
16 connected with the administration of such public social services.

17 (B) No person shall publish or disclose or permit or cause to be published or  
18 disclosed any list of persons receiving public social services, except as is provided by  
19 law.

20 (C) No person shall publish, disclose, or use, or permit or cause to be published,  
21 disclosed, or used any confidential information pertaining to an applicant or recipient,  
22 except as is provided by laws.

23 (D) University shall inform all of its employees, agents, officers and subcontractors of  
24 the above provisions and that any person knowingly and intentionally violating such  
25 provisions is guilty of a misdemeanor.

26 (E) In addition, University, its employees, agents, and officers shall comply, and  
27 require all of its subcontractors to comply, with (1) the DHCS Medi-Cal Privacy and  
28 Security Agreement between the California DHCS and the County of Fresno that is then

1 in effect, and (2) the Privacy and Security Agreement between the CDSS and the  
2 County of Fresno that is then in effect, both of which together shall be referred to in this  
3 section as “the Agreements” and are incorporated herein by this reference. The current  
4 versions of both the DHCS and CDSS Privacy and Security agreements are available  
5 upon request or can be viewed at: [https://www.fresnocountyca.gov/Departments/Social-](https://www.fresnocountyca.gov/Departments/Social-Services/DSS-Administration)  
6 [Services/DSS-Administration](https://www.fresnocountyca.gov/Departments/Social-Services/DSS-Administration) . University shall insure that all personally identifiable  
7 information (PII), as defined in the Agreements, concerning program recipients shall be  
8 kept confidential and shall not be opened to examination, publicized, disclosed, or used  
9 for any purpose not directly connected with the administration of the program. University  
10 shall use appropriate administrative, physical, and technical safeguards to protect PII, as  
11 set forth in the Agreements. Upon discovery of a breach, security incident, intrusion, or  
12 unauthorized access, use, or disclosure of PII, University shall immediately report the  
13 incident to the County by calling (559) 600-2300 or emailing the privacy mailbox at  
14 [dssprivacyincident@fresnocountyca.gov](mailto:dssprivacyincident@fresnocountyca.gov). University shall certify that all employees,  
15 agents, officers and subcontractors have received privacy and security training before  
16 accessing any PII and have received refresher training annually, as required by the  
17 Agreements.

### 18 **Article 13**

#### 19 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-** 20 **Lower Tier Covered Transactions.**

21 13.1 County and University recognize that University is a recipient of State or Federal  
22 assistance funds under the terms of this Agreement. By signing this Agreement, University  
23 agrees to comply with applicable Federal suspension and debarment regulations, including but  
24 not limited to: 7 CFR 3016.35, 29 CRF 97.35, 45 CFR 92.35, and Executive Order 12549. By  
25 signing this Agreement, University attests to the best of its knowledge and belief, that it and its  
26 principals:

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1 (A) Are not presently debarred, suspended, proposed for debarment, declared  
2 ineligible, or voluntarily excluded from participation in this transaction by any Federal  
3 department or agency; and

4 (B) Shall not knowingly enter into any lower tier covered transaction with an entity or  
5 person who is debarred, suspended, proposed for debarment, declared ineligible, or  
6 voluntarily excluded from participation in this transaction by any Federal department or  
7 agency.

8 (C) University shall provide immediate written notice to County if at any time during  
9 the term of this Agreement University learns that the representations it makes above  
10 were erroneous when made or have become erroneous by reason of changed  
11 circumstances.

12 13.2 University shall include a clause titled "Certification Regarding Debarment,  
13 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and  
14 similar in nature to this Article Thirteen (13) in all lower tier covered transactions and in all  
15 solicitations for lower tier covered transactions.

16 13.3 University shall, prior to soliciting or purchasing goods and services in excess of  
17 \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and  
18 debarment status at <https://sam.gov/SAM/>.

19 13.4 The certification in Article Thirteen (13) of this Agreement is a material representation  
20 of fact upon which County relied in entering into this Agreement.

## 21 Article 14

### 22 General Terms

23 14.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this  
24 Agreement may not be modified, and no waiver is effective, except by written consent by both  
25 parties. University acknowledges that County employees have no authority to modify this  
26 Agreement except as expressly provided in this Agreement.

27 14.2 **University's Name Change.** An amendment, assignment, or new agreement is  
28 required to change the name of University as listed on this Agreement. Upon receipt of legal

1 documentation of the name change, County will process the agreement. Payment of invoices  
2 presented with a new name cannot be paid prior to approval of said agreement.

3 14.3 **Public Information.** University shall disclose County as a funding source in all public  
4 information and program materials developed in support of contracted services.

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6 14.4 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
7 under this Agreement without the prior written consent of the other party. Any transferee,  
8 assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all  
9 applicable State and Federal regulations. University shall be held primarily responsible by  
10 County for the performance of any transferee, assignee or subcontractor unless otherwise  
11 expressly agreed to in writing by County. The use of subcontractor by University shall not entitle  
12 University to any additional compensation than provided for under this Agreement.

13 14.5 **Governing Law.** The laws of the State of California govern all matters arising from  
14 or related to this Agreement.

15 14.6 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
16 County, California. University consents to California jurisdiction for actions arising from or  
17 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
18 brought and maintained in Fresno County.

19 14.7 **Construction.** The final form of this Agreement is the result of the parties' combined  
20 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
21 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
22 against either party.

23 14.8 **Days.** Unless otherwise specified, "days" means calendar days.

24 14.9 **Headings.** The headings and section titles in this Agreement are for convenience  
25 only and are not part of this Agreement.

26 14.10 **Severability.** If anything in this Agreement is found by a court of competent  
27 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
28 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of

1 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
2 intent.

3 14.11 **Nondiscrimination.** During the performance of this Agreement, the University shall  
4 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
5 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
6 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
7 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
8 all applicable State of California and federal statutes and regulation.

9 (A) Domestic Partners and Gender Identity. For State fund-funded contracts of  
10 \$100,000 or more, University certifies that it complies with Public Contract Code Section  
11 10295.3.

12  
13 (B) Americans with Disabilities Act. University shall comply with the Americans with  
14 Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as  
15 well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C.  
16 12101 et seq.).

17 (C) University shall include the non-discrimination and compliance provisions of this  
18 section in all subcontracts to perform work under this Agreement.

19 14.12 **Limited English Proficiency.** University shall provide interpreting and translation  
20 services to persons participating in University's services who have limited or no English  
21 language proficiency, including services to persons who are deaf or blind. Interpreter and  
22 translation services shall be provided as necessary to allow such participants meaningful  
23 access to the programs, services and benefits provided by University. Interpreter and translation  
24 services, including translation of University's "vital documents" (those documents that contain  
25 information that is critical for accessing University's services or are required by law) shall be  
26 provided to participants at no cost to the participant. University shall ensure that any employees,  
27 agents, subcontractors, or partners who interpret or translate for a program participant, or who  
28 directly communicate with a program participant in a language other than English, demonstrate

1 proficiency in the participant's language and can effectively communicate any specialized terms  
2 and concepts peculiar to University's services.

3 **14.13 Drug-Free Workplace Requirements.** For purposes of this paragraph, University  
4 will be referred to as the "grantee". By drawing funds against this grant award, the grantee is  
5 providing the certification that it is required by regulations implementing the Drug-Free  
6 Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations require certification by  
7 grantees that they will maintain a drug-free workplace. False certification or violation of the  
8 certification shall be grounds for suspension of payments, suspension or termination of grants,  
9 or government wide suspension or debarment. University shall also comply with the  
10 requirements of the Drug-Free Workplace Act of 1990 (California Government Code section  
11 8350 et seq.).

12 **14.14 Grievances.** University shall establish procedures for handling client complaints  
13 and/or grievances. Such procedures will include provisions for informing clients of their rights to  
14 a State Hearing to resolve such issues when appropriate.

15 **14.15 Lobbying and Political Activity.** None of the funds provided under this Agreement  
16 shall be used for publicity, lobbying or propaganda purposes designed to support or defeat  
17 legislation pending in the Congress of the United States of America or the Legislature of the  
18 State of California. University shall not directly or indirectly use any of the funds under this  
19 Agreement for any political activity or to further the election or defeat of any candidate for public  
20 office.

21 **14.16 Clean Air Act and the Federal Water Pollution Control Act.** If the compensation  
22 to be paid by the County under this Agreement exceeds One Hundred Fifty Thousand and  
23 No/100 Dollars (\$150,000) of Federal funding, University agrees to comply with all applicable  
24 standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q)  
25 and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations  
26 must be reported to the Federal awarding agency and the Regional Office of the Environmental  
27 Protection Agency (EPA).

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1       **14.17 Procurement of Recovered Materials.** If compensation to be paid by the County  
2 under this Agreement is funded in whole or in part with Federal funding, In the performance of  
3 this Agreement, University shall comply with section 6002 of the Solid Waste Disposal Act, as  
4 amended by the Resource Conservation and Recovery Act. The requirements of Section 6002  
5 include procuring only items designated in guidelines of the Environmental Protection Agency  
6 (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials  
7 practicable, consistent with maintaining a satisfactory level of competition, where the purchase  
8 price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding  
9 fiscal year exceeded \$10,000; procuring solid waste management services in a manner that  
10 maximizes energy and resource recovery; and establishing an affirmative procurement program  
11 for procurement of recovered materials identified in the EPA guidelines.

12       **14.18 No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
13 of the University under this Agreement on any one or more occasions is not a waiver of  
14 performance of any continuing or other obligation of the University and does not prohibit  
15 enforcement by the County of any obligation on any other occasion.

16       **14.19 Child Support Compliance Act.** If compensation to be paid by the County under  
17 this Agreement includes State funding in excess of \$100,000, the University acknowledges in  
18 accordance with Public Contract Code 7110, that:

19               (A) University recognizes the importance of child and family support obligations and  
20 shall fully comply with all applicable state and federal laws relating to child and family  
21 support enforcement, including, but not limited to, disclosure of information and  
22 compliance with earnings assignment orders, as provided in Chapter 8 (commencing  
23 with section 5200) of Part 5 of Division 9 of the Family Code; and

24               (B) University to the best of its knowledge is fully complying with the earnings  
25 assignment orders of all employees and is providing the names of all new employees to  
26 the New Hire Registry maintained by the California Employment Development  
27 Department.  
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1       **14.20 Priority Hiring Considerations.** If compensation to be paid by the County under this  
2 Agreement includes State funding and services in excess of \$200,000, University shall give  
3 priority consideration in filling vacancies in positions funded by the Agreement to qualified  
4 recipients of aid under Welfare and Institutions Code Section 11200, in accordance with Public  
5 Contract Code Section 10353.

6       **14.21 Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
7 between the University and the County with respect to the subject matter of this Agreement, and  
8 it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
9 publications, and understandings of any nature unless those things are expressly included in  
10 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
11 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
12 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
13 exhibits.

14       **14.22 No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
15 create any rights or obligations for any person or entity except for the parties.

16       **14.23 Authorized Signature.** University represents and warrants to the County that:

17               (A) University is duly authorized and empowered to sign and perform its obligations  
18               under this Agreement.

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

22       **14.24 Electronic Signatures.** The parties agree that this Agreement may be executed by  
23 electronic signature as provided in this section.

24               (A) An "electronic signature" means any symbol or process intended by an individual  
25               signing this Agreement to represent their signature, including but not limited to (1) a  
26               digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
27               electronically scanned and transmitted (for example by PDF document) version of an  
28               original handwritten signature.

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

6 (C) The provisions of this section satisfy the requirements of Civil Code section  
7 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
8 Part 2, Title 2.5, beginning with section 1633.1).

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

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

16 **14.25 Counterparts.** This Agreement may be signed in counterparts, each of which is an  
17 original, and all of which together constitute this Agreement.

18 [SIGNATURE PAGE FOLLOWS]  
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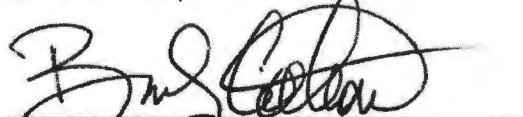
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The parties are signing this Agreement on the date stated in the introductory clause.

CALIFORNIA STATE

COUNTY OF FRESNO

UNIVERSITY, FRESNO



Brian Cotham, Director of Procurement  
5150 N. Maple Ave JA111  
Fresno, CA 93740

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

By:   
Deputy

# Exhibit A

## Scope of Services

### 1. UNIVERSITY'S USE OF COUNTY FACILITIES

A, 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 Department of Social Services (DSS), Department of Behavioral Health (DBH), Department of Public Health (DPH), Fresno County Sheriff's Office (Sheriff), Public Defender's Office (Public Defender), Probation Department (Probation), Fresno County Public Library (Library), and such other County Departments added to this Agreement, hereinafter referred to singularly as participating County Department and collectively as participating County Departments. Any County Department choosing to begin participation under this Agreement shall do so by written agreement, signed by the added Department's Director or designee and the University, stating the County Department name, the date participation shall be effective and the person and their address having authority to give and receive notices under the Agreement on behalf of the participating County Department and a copy of the written agreement shall be provided to the Director of the Department of Social Services. The County facilities to be provided shall be agreed to in writing by the participating County Department's Director, or designee and the University. In the event one of the participating County Departments wishes to discontinue its participation in this Agreement, that County Department's Director, or designee shall provide sixty (60) days written notice to University and to the Director of the Department of Social Services of their intent to discontinue their participation.

B. All University programs are subject to this Agreement.

### 2. RESPONSIBILITIES OF UNIVERSITY

A. University agrees that each participating student and/or instructor from University shall be in compliance with County's health clearance and background check requirements if it is essential in that respective department. Prior to the first rotation of each student and/or instructor at County's facilities, University must provide County proof that each instructor assigned to County meets County's health clearance requirements, and will require each

## Exhibit A

student to provide the County with proof that the student meets the County's health clearance requirements, including but not limited to:

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

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

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

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

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

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

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

C. University recognizes that the clinical and field education programs conducted pursuant to the terms and conditions of this Agreement are educational programs of University

## Exhibit A

and not of County, and that students participating in University's programs shall at all times be under the exclusive jurisdiction of University with the respect to educational matters.

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

E. University shall establish a rotational plan for the learning experience available at County facilities and shall schedule the students in conformity with the calendar of University's academic year and with the curriculum of the educational programs of University; provided however, that the specific County patient care areas and County locations/facilities to be utilized by University shall be selected subsequently by mutual agreement between the responsible County Department's Director, or designee, and University's chairperson or duly authorized representative of the responsible University department/program.

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

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

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

I. University shall advise students to behave professionally and appropriately while at County facilities.

J. University shall require every student to conform to all applicable County policies, procedures, regulations, and all requirements and restrictions specified by County.

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

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

## Exhibit A

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

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

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

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

O. University shall provide introductory orientation of students assigned to County facilities, which shall provide an overview of the clinical and field assignment(s) and the terms and conditions of student placement at County facilities.

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

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

R. University shall allow County Division Chief/Division Manager and other designated personnel to attend meetings with University's faculty, or any committee thereof, to coordinate the clinical and field experience programs provided under this Agreement and to designate lines of authority and communication for coordination of relations between County personnel and University instructors.

## Exhibit A

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

Further, University's employees, agents and students obtaining clinical and field experience in the Probation, Sheriff, or Public Defender departments may have access to confidential criminal, probation, and investigative records, Department of Motor Vehicle records or other criminal justice information, much of which is controlled by State and Federal law, including but not limited to California Penal Code sections 11105, 13300, 11141-11143, and 13302-13304; California Government Code section 6200; and California Vehicle Code section 1808.5. Any misuse of said information in violation of State or Federal law may result in criminal and/or civil action.

T. In addition, University and its employees and agents, including faculty, shall not re-disclose or republish any Individually Identifiable Health information obtained from patients, except in de-identified form, as described in Paragraph 2. S above. University has the obligation to report to County any discovered re-disclosure in writing within thirty (30) days of such a

## Exhibit A

discovery. University shall also indemnify County for such re-disclosure, further described in Paragraph 2.1 of this Agreement.

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

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

W. University acknowledges that services performed in certain County facilities shall be performed in accordance with Exhibit E "No Hostage Facility", attached hereto and incorporated herein by this reference.

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

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

### **3. COUNTY RESPONSIBILITIES**

A. County shall permit each student who is designated by University pursuant to Paragraph 2 D. of this Agreement, to receive clinical and field experience at appropriate County facilities at an agreed (between County and University) number of hours, and shall furnish and permit students and/or instructors free access to appropriate County facilities for such clinical and field experience subject to the terms and conditions of this Agreement.

## Exhibit A

B. County shall furnish appropriate facilities, on a rotational basis, in such a manner that there will be no conflict in the use thereof between University's students and those from other educational institution, if any.

C. County shall, subject to budgetary and operational concerns, maintain clinical and field experience, in a manner that shall at all times conform to the requirements of University's Baccalaureate and Higher Degree Programs.

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

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

1. A conference type room or office space suitably furnished for University's instructors and faculty to conduct clinical and/or field classes;
2. Storage area for instructional materials and supplies;
3. Shelf space for books and other space for the use of University's students and instructors; and
4. Restroom facilities and appropriate space for changing and storage of uniforms.

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

G. County shall permit and encourage members of its responsible County Department staff to participate in the instructional phase of University's clinical and field experience programs.

H. County shall permit students to perform health care services for patients only under the direct supervision of a registered, licensed or certified clinician/professional approved and

## Exhibit A

employed by County, and registered, licensed or certified in the discipline in which services are provided. Students are trainees, not employees of County, and are not to replace County staff. As trainees, students shall be considered members of County's "workforce" as the term is defined by the regulations promulgated under HIPAA at 45 C. F. R. § 160.103, notwithstanding the fact that University has agreed to provide Workers' Compensation coverage for students, and even though students are not paid by County. As members of County's "workforce," students shall be subject to all applicable State and Federal statutes and regulations regarding confidentiality of health care information and County's policies respecting the confidentiality of Individually Identifiable Health Information as that term is defined at 45 C. F. R. § 160. 130, in order to ensure that students comply with such policies, County shall provide students with substantially the same training that is provides to its regular employees.

I. County shall permit students to have access to Individually Identifiable Health Information only when necessary in the course of clinical experience. Neither University nor University's employees or agents shall be granted access to Individually Identifiable Health Information unless the patient has first give consent using a form approved by County that complies with applicable State of California and Federal law, including HIPAA and the California Confidentiality of Medical Information Act. County shall reasonably assist University in obtaining such consent in appropriate circumstances. In addition, University and its employees and agents, including faculty, shall not re-disclose or republish any Individually Identifiable Health Information obtained from patients, except in de-identified form, as described above in Paragraph 1.S. University has the obligation to report to County any discovered re-disclosure in writing within thirty (30) days of such a discovery. University agrees to indemnify, save, hold harmless, and at County's request, defend County, its officers, agents, and employees from any and all costs and expenses, including attorney fees and court costs, civil penalties, damages, liabilities, claims and losses occurring or resulting to County in connection with such re-disclosure, and from any and all costs and expenses, including attorney fees and court costs, civil penalties, damages, liabilities, claims and losses occurring or resulting to any person, form or corporation who may be injured or damaged by such re-disclosure.

## **Exhibit A**

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

K. County shall permit its various Division Chiefs/Division Managers and other designated personnel to attend meetings of University's faculty, or any committee thereof, to coordinate the clinical and field experience programs provided for under this agreement, and to designate lines of authority and communication for coordination of relations between University instructors and County personnel.

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

M. County shall notify University's instructors, in advance, of any change in its responsible County Department Directors, or designee(s).

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

## Exhibit A

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

P. County shall provide input into the evaluation conducted by University, of students' skills and progress.

Q. County shall agree to allow access to existing dining room space for students' break and meal periods. University's students shall purchase food in the regular system or bring food with them; no special arrangement for food will be made.

R. County shall agree to work directly with University on processes to ensure timely engagement with student interns.

## Exhibit B

### Insurance Requirements

#### 1. Required Policies

Without limiting the County's right to obtain indemnification from University or any third parties, University, at its sole 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) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. University shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the University's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits. University shall be responsible for Worker's Compensation coverage for students who participate in the program.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** If University 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) per occurrence, Three Million Dollars (\$3,000,000) annual aggregate. University shall ensure that each student who participates in County's "covered functions" (as defined by the HIPAA regulations at 45 C.F.R. § 164.501) is provided with and maintains in force during the term of this Agreement, Professional Liability Insurance in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under touch professional liability insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual aggregate. This policy shall include Limited General Liability coverage for sexual harassment and abuse, standards of care, property damage, bodily injury, and personal injury within the stated limits.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.

## Exhibit B

If University is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

### 2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after University signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, University shall deliver, or cause its broker or producer to deliver, to the [DSSContractinsurance@fresnocountyca.gov](mailto:DSSContractinsurance@fresnocountyca.gov), Attention: Contract Analyst.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) University has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
  - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
  - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
  - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the University shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the University shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the University shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that

## Exhibit B

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

- (D) **County's Entitlement to Greater Coverage.** If the University has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the University shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The University waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The University is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the University's waiver of subrogation under this paragraph is effective whether or not the University obtains such an endorsement.
- (F) **County's Remedy for University's Failure to Maintain.** If the University fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the University. The County may offset such charges against any amounts owed by the County to the University under this Agreement.

## Exhibit C

### Self-Dealing Transaction Disclosure Form

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

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

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

#### Instructions

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

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

## Exhibit C

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

## Exhibit D

### 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 been 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 material, I understand that I have the option to receive the Hepatitis B vaccination series at a later date.



# Exhibit E

## 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

# Exhibit E

## FRESNO COUNTY SHERIFF'S OFFICE JAIL DIVISION POLICIES AND PROCEDURES

---

TITLE: HOSTAGE SITUATIONS  
FILE: HOSTAGE

---

NO: B-130

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

# Exhibit E

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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

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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.