

**AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_7th\_\_\_\_ day of \_\_\_\_February\_\_\_\_, 2017, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as “**COUNTY**”, and **ALLIANT INTERNATIONAL UNIVERSITY**, a California corporation, whose address is 5130 E. Clinton Way, Fresno, California, 93727-2014, hereinafter referred to as “**UNIVERSITY**”.

**WITNESSETH:**

WHEREAS, UNIVERSITY has an approved research practicum for its students enrolled in UNIVERSITY’s doctoral program in clinical psychology; and

WHEREAS, UNIVERSITY wishes to provide assistance for research projects and grant-writing opportunities for the COUNTY; and

WHEREAS, UNIVERSITY, wishes to utilize mental health data for approved research projects; and

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), operates programs and maintains data and may require assistance with research projects and grant-writing opportunities; and

WHEREAS, it is to the mutual benefit of the parties hereto that personnel and students of UNIVERSITY’S doctoral program in clinical psychology collaborate in research projects and grant-writing opportunities for the COUNTY;

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

**1. RIGHTS AND RESPONSIBILITIES OF THE UNIVERSITY**

A. UNIVERSITY will designate students enrolled in the research practicum of the UNIVERSITY to be assigned for research projects and grant-writing opportunities, as available, at the COUNTY, and schedule the availability of the students in conformity with the calendar of the UNIVERSITY’s academic year and with the curriculum of the educational programs of the UNIVERSITY.

B. UNIVERSITY recognizes that the research practicum conducted pursuant to the

1 terms and conditions of this Agreement is an education program of UNIVERSITY and not of  
2 COUNTY, and that students participating in UNIVERSITY's program shall at all times be under the  
3 exclusive jurisdiction of UNIVERSITY.

4 C. UNIVERSITY shall designate students enrolled in the research practicum of  
5 UNIVERSITY to be assigned for research projects and grant-writing opportunities for the COUNTY,  
6 in such numbers as can be supported and to be mutually agreed upon by both COUNTY's DBH  
7 Director, or designee, and UNIVERSITY.

8 D. UNIVERSITY shall supervise all instruction of the research practicum students  
9 assigned to the COUNTY under this Agreement.

10 E. UNIVERSITY shall keep all attendance and academic records of students  
11 participating in the research and/or grant-writing opportunities provided for under this Agreement.

12 F. UNIVERSITY shall ensure students act professionally and appropriately while at  
13 COUNTY facilities and/or participating in projects with/for the COUNTY.

14 G. UNIVERSITY shall require every student to conform to all applicable COUNTY  
15 policies, procedures, regulations, and all requirements and restrictions specified jointly by  
16 representatives of UNIVERSITY and COUNTY.

17 H. UNIVERSITY shall require its instructors to notify COUNTY's DBH Director or  
18 designee, as appropriate in advance of student placement regarding:

19 1) Locations, dates, times and the number of hours or changes thereof,  
20 regarding student availability for assigned research project(s) and/ or grant-writing opportunity; and

21 2) Any change in the placement of students in assisting with research  
22 projects and/or grant-writing opportunities.

23 I. UNIVERSITY shall, in consultation and coordination with COUNTY'S DBH  
24 Director, or designee, arrange for periodic conferences between appropriate representatives of  
25 UNIVERSITY and COUNTY to evaluate the research practicum, research project(s), and grant-writing  
26 opportunities provided under this Agreement.

27 J. UNIVERSITY shall provide and be responsible for the use and control of its  
28 educational supplies, materials and equipment used for instruction of the research practicum students.

1 K. UNIVERSITY shall distribute to each student a statement which explains the  
2 hazards of drug abuse in their profession.

3 L. UNIVERSITY shall provide for an introductory orientation of research practicum  
4 students assigned to the COUNTY, which shall provide an overview of the assignment(s) and the terms  
5 and conditions of student placement with the COUNTY and at COUNTY facilities, if applicable.

6 M. UNIVERSITY shall agree that initiating work, reviews, or studies related to the  
7 production of special reports, projects, theses, and/or publications based upon studies and research  
8 arising out of the cooperative education experience permitted by this Agreement, may require advance  
9 approval from COUNTY's DBH. In some cases, approval may include the Institutional Review Board  
10 process.

11 N. UNIVERSITY shall agree that special reports, projects, theses, and/or  
12 publications based upon studies and research arising out of the cooperative education experience  
13 permitted by this Agreement, shall be reviewed and approved prior to release through the committee  
14 responsible for planning the course and then with the COUNTY's DBH Director or designee, as  
15 appropriate, for approval by means of such procedures as COUNTY's DBH shall designate. Approval  
16 of reports by UNIVERSITY's planning committee and COUNTY's DBH shall not be unreasonably  
17 withheld.

18 O. UNIVERSITY agrees to receive data from COUNTY for research purposes. The  
19 data shall either be de-identified in accordance with the standards set by HIPAA, or in the form of a  
20 limited data set that may include city, state, zip code, date of birth, and date(s) of service.  
21 UNIVERSITY and DBH shall agree to the type of data that will be shared with UNIVERSITY, and the  
22 DBH Director, or designee, shall provide written notice to UNIVERSITY regarding the type of data  
23 that will be shared.

24 P. UNIVERSITY shall agree to complete an evaluation of each student at least once  
25 during a specific program period.

26 Q. UNIVERSITY shall allow COUNTY program managers and other designated  
27 personnel to attend meetings of UNIVERSITY'S faculty, or any committee thereof, to coordinate the  
28 research and grant-writing opportunities provided under this Agreement and to designate lines of

1 authority and communication for coordination of relations between COUNTY personnel and  
2 UNIVERSITY instructors.

3 R. UNIVERSITY'S employees, agents, and students shall abide by the provisions of  
4 State of California law relating to confidentiality of medical records, further described in Paragraph  
5 Fifteen (15) of this Agreement, and any person knowingly and intentionally violating provisions of  
6 State of California law may be guilty of a misdemeanor.

7 S. UNIVERSITY's employees, agents, and students shall be issued COUNTY  
8 identification badges which must be worn only at COUNTY facilities while participating in research  
9 and grant-writing opportunities, pursuant to the terms and conditions of this Agreement.

10 T. UNIVERSITY will ensure that each participating student understands that  
11 students are not employees of COUNTY, and students shall have absolutely no right to employment  
12 rights and benefits available to COUNTY employees.

13 **2. RIGHTS AND RESPONSIBILITIES OF THE COUNTY**

14 A. COUNTY's DBH Director or designee, at their sole discretion, shall have the  
15 right to approve and accept, or reject, each student selected by UNIVERSITY to participate in research  
16 projects and grant-writing opportunities. For each student selected and designated by UNIVERSITY,  
17 COUNTY shall permit each student opportunities, as available, in research projects and grant-writing  
18 pursuant to Paragraph One (1) of this Agreement, at an agreed (between COUNTY and UNIVERSITY)  
19 location and number of hours, and shall furnish and permit students and/or instructors access to  
20 appropriate COUNTY facilities for such research and grant-writing opportunities, subject to the terms  
21 and conditions of this Agreement.

22 B. COUNTY shall furnish the appropriate facilities, as applicable, in such a manner  
23 that there will be no conflict in the use thereof between UNIVERSITY's students and those from other  
24 educational institutions, if any.

25 C. COUNTY shall, subject to budgetary and operational concerns, maintain facilities  
26 used for the learning experience in a manner that shall at all times conform to the requirements of  
27 UNIVERSITY's clinical psychology program listed in the "Witnesseth" section of this Agreement.

28 D. COUNTY shall provide to students and instructors appropriate space to conduct

research practicum work, as applicable.

E. COUNTY shall provide emergency health care (on a fee for service basis) for any student and/or instructor who become sick or injured by conditions arising out of or in the course of any student's and/or instructor's participation in research and grant-writing opportunities within COUNTY facilities. The recipient of emergency health care shall be responsible for the payment of all emergency health care services provided.

F. COUNTY shall permit its various program directors and other designated personnel to attend meetings of the UNIVERSITY's faculty, or any committee thereof, to coordinate research and grant-writing opportunities provided for under this Agreement, and to designate lines of authority and communication for coordination of relations between UNIVERSITY instructors and COUNTY personnel.

G. COUNTY shall provide an introductory orientation for UNIVERSITY instructors and faculty staff which shall provide an overview of COUNTY facilities, research project(s), grant-writing opportunities, and the terms and conditions of student placement, as applicable.

H. COUNTY shall agree to share data with UNIVERSITY for research purposes. The data shall either be de-identified in accordance with the standards set by HIPAA, or in the form of a limited data set that may include city, state, zip code, date of birth, and date(s) of service. UNIVERSITY and DBH shall agree to the type of data that will be shared with UNIVERSITY, and the DBH Director, or designee, shall provide written notice to UNIVERSITY regarding the type of data that will be shared.

I. COUNTY shall notify UNIVERSITY's instructors, in advance, of any change in its Director(s) or designee(s) appointments.

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

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

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L. COUNTY shall agree to allow access to existing break 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 arrangements for food will be made.

**3. JOINT RESPONSIBILITIES OF THE COUNTY AND THE UNIVERSITY**

Each student nominated by the UNIVERSITY and accepted by the COUNTY for placement in this program shall enter into a signed agreement. UNIVERSITY shall forward to COUNTY a copy of the signed student Agreements and COUNTY will append each one to this Agreement and they shall become addendums to this Agreement. Addendums shall include at least the following:

A) Certification of the student's prior educational experience.

B) Objectives required to be accomplished by the student, by the UNIVERSITY and the individual's designed research and/or grant writing curriculum.

C) Administrative responsibilities of the student while engaged in research and/or grant-writing opportunities at COUNTY including.

D) A schedule of hours that include consultation as well as training.

E) Each addendum shall be signed by at least the following individuals:

1) UNIVERSITY's Placement Coordinator, or equivalent.

2) COUNTY's Placement Coordinator, or equivalent.

3) Student.

**4. TERM**

The term of this Agreement shall be for a period of three (3) years, commencing on execution through and including June 30, 2020. This Agreement may be extended for two (2) additional twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The COUNTY's DBH Director, or his or her designee, is authorized to execute such written approval on behalf of COUNTY based on UNIVERSITY's satisfactory performance.

**5. TERMINATION**

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be

provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated at any time by giving the UNIVERSITY thirty (30) days advance written notice.

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

- 1) A failure to comply with any term of this Agreement;
- 2) A substantially incorrect or incomplete report submitted to COUNTY; or
- 3) Improperly performed service.

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

## **6. COMPENSATION**

The research and grant-writing opportunities conducted pursuant to the terms and conditions of this Agreement shall be performed without the payment of any monetary consideration by UNIVERSITY or COUNTY, one to the other, or by or to any student participating in the program.

## **7. INDEPENDENT CONTRACTOR**

In performance of the work, duties, and obligations assumed by UNIVERSITY under this Agreement, it is mutually understood and agreed that UNIVERSITY, including any and all of UNIVERSITY's students, instructors, faculty, officers, agents, and employees will at all times be acting and performing as independent contractors, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which UNIVERSITY shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that UNIVERSITY is performing its obligations in accordance with the terms and conditions thereof. UNIVERSITY and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters which are directly or indirectly the subject of this Agreement.

Because of its status as an independent contractor, UNIVERSITY shall have absolutely

no right to employment rights and benefits available to COUNTY employees. UNIVERSITY shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, UNIVERSITY shall be solely responsible and save COUNTY harmless from all matters relating to payment of UNIVERSITY's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. As between the COUNTY and UNIVERSITY, should the students be deemed employees by any governmental or regulatory body, the students shall be the employees of the UNIVERSITY. It is acknowledged that during the term of this Agreement, UNIVERSITY may be providing services to others unrelated to COUNTY or to this Agreement.

**8. MODIFICATION**

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

Notwithstanding the above, changes to the addresses to which notices are to be sent may be made by written approval of COUNTY's DBH Director or designee and UNIVERSITY.

**9. NON-ASSIGNMENT**

No party shall assign, transfer or subcontract this Agreement nor their rights or duties under this Agreement without the prior written consent of COUNTY and UNIVERSITY.

**10. HOLD-HARMLESS**

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, damages, liabilities, claims and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by UNIVERSITY, its officers, agents, instructors, faculty, employees, students, or volunteers under this Agreement, and from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of UNIVERSITY, its officers, agents, instructors, faculty, employees, students, or volunteers under this Agreement.

UNIVERSITY agrees to indemnify COUNTY for Federal and/or State of California audit



exceptions resulting from noncompliance herein on the part of UNIVERSITY.

COUNTY and UNIVERSITY shall give timely notice to the other of any claim, demand, lien, or suit coming to its knowledge which in any way might affect the other party and each party shall have the right to participate in the defense of the same to the extent of its interest. COUNTY and UNIVERSITY recognize that the significant mutual benefits of this Agreement depend upon close cooperation and good faith handling of matters subject to such indemnification provisions.

**11. INSURANCE**

For the purposes of this Agreement, students/interns will be explicitly considered employees of the UNIVERSITY. Without limiting 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 arrangement 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 One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverage including completed operations, product liability, contractual liability, Explosion, Collapse, and Underground (XCU), fire legal liability or any other liability insurance deemed necessary because of the nature of the Agreement.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand Dollars (\$500,000) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement. UNIVERSITY shall ensure that each student as part of this Agreement procures and maintains their own private vehicle coverage in force during the term of this Agreement, at the student's sole cost and expense.

C. Professional Liability

If UNIVERSITY employs licensed professional staff (e.g. Ph.D., R.N., L.C.S.W., L.M.F.T.) 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) procures and maintains in force during the term of this Agreement, at the student's sole cost and expense, 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 such 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. Worker's Compensation

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

The County of Fresno, its officers, agents, and employees, individually and collectively, are included as additional insureds on the required Commercial General Liability insurance, but only to the extent of liabilities falling within UNIVERSITY's indemnity obligations pursuant to the terms of this Agreement. Such additional insured status may be conveyed via a blanket endorsement. UNIVERSITY's insurance shall apply as primary insurance, without a right of contribution from any and all insurance maintained by or otherwise afforded to COUNTY but only to the extent of liabilities falling within UNIVERSITY's indemnity obligations pursuant to the terms of this Agreement. This insurance shall not be cancelled or changed without UNIVERSITY providing a minimum of thirty (30) days advance written notice to COUNTY.

Within thirty (30) days from the date UNIVERSITY signs this Agreement, UNIVERSITY shall provide certificates of insurance and endorsements as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health, 3133 N. Millbrook Avenue, Fresno, California, 93703, Attention: Mental Health Contracts Section, stating that such insurance coverages 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

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

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

9 All policies shall be with admitted insurers licensed to do business in the State of  
10 California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating of  
11 A FSC VII or better.

12 **12. LICENSES/CERTIFICATES**

13 Throughout each term of this Agreement, UNIVERSITY and UNIVERSITY's staff shall  
14 maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for  
15 the provision of the services hereunder and required by the laws and regulations of the United States of  
16 America, State of California, the County of Fresno, and any other applicable governmental agencies.  
17 UNIVERSITY shall notify COUNTY immediately in writing of its inability to obtain or maintain such  
18 licenses, permits, approvals, certificates, waivers and exemptions irrespective of the pendency of any  
19 appeal related thereto. Additionally, UNIVERSITY and UNIVERSITY's staff shall comply with all  
20 applicable laws, rules or regulations, as may now exist or be hereafter changed.

21 **13. MONITORING**

22 UNIVERSITY agrees to extend to COUNTY's staff, COUNTY's DBH Director and  
23 DHCS, or their designees, the right to review and monitor records, programs or procedures, at any time,  
24 in regard to clients, as well as the overall operation of UNIVERSITY's programs, in order to ensure  
25 compliance with the terms and conditions of this Agreement.

26 **14. REFERENCES TO LAWS AND RULES**

27 In the event any law, regulation, or policy referred to in this Agreement is amended  
28 during the term thereof, the parties hereto agree to comply with the amended provision as of the

effective date of such amendment.

**15. CONFIDENTIALITY**

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

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

B. UNIVERSITY, including its students, subcontractors and employees, shall protect, from unauthorized access, use, or disclosure of names and other identifying information, including genetic information, concerning persons receiving services pursuant to this Agreement, except where permitted in order to carry out data aggregation purposes for health care operations [45 CFR Sections 164.504 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i)]. This pertains to any and all persons receiving services pursuant to a COUNTY funded program. This requirement applies to electronic PHI. UNIVERSITY shall not use such identifying information or genetic information for

any purpose other than carrying out UNIVERSITY's obligations under this Agreement.

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

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

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

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

UNIVERSITY shall make any amendment(s) to PHI in a designated record set at the request of COUNTY or individual, and in the time and manner designated by COUNTY in accordance with 45 CFR Section 164.526.

UNIVERSITY 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

1 permit COUNTY to respond to a request by the individual for an accounting of disclosures of PHI in  
2 accordance with 45 CFR Section 164.528.

3 G. UNIVERSITY shall report to COUNTY, in writing, any knowledge or reasonable  
4 belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of  
5 unsecured PHI not permitted by this Agreement of which it becomes aware, immediately and without  
6 reasonable delay and in no case later than two (2) business days of discovery. Immediate notification  
7 shall be made to COUNTY’s Information Security Officer and Privacy Officer and COUNTY’s DPH  
8 HIPAA Representative, within two (2) business days of discovery. The notification shall include, to  
9 the extent possible, the identification of each individual whose unsecured PHI has been, or is  
10 reasonably believed to have been, accessed, acquired, used, disclosed, or breached. UNIVERSITY  
11 shall take prompt corrective action to cure any deficiencies and any action pertaining to such  
12 unauthorized disclosure required by applicable Federal and State Laws and regulations. UNIVERSITY  
13 shall investigate such breach and is responsible for all notifications required by law and regulation or  
14 deemed necessary by COUNTY and shall provide a written report of the investigation and reporting  
15 required to COUNTY’s Information Security Officer and Privacy Officer and COUNTY’s DPH  
16 HIPAA Representative. This written investigation and description of any reporting necessary shall be  
17 postmarked within the thirty (30) working days of the discovery of the breach to the addresses below:

|                               |                        |                                 |
|-------------------------------|------------------------|---------------------------------|
| 18 County of Fresno           | County of Fresno       | County of Fresno                |
| 19 Dept. of Behavioral Health | Dept. of Public Health | Information Technology Services |
| HIPAA Representative          | Privacy Officer        | Information Security Officer    |
| 20 (559) 600-6798             | (559) 600-6439         | (559) 600-5800                  |
| 3147 N. Millbrook Ave         | P.O. Box 11867         | 2048 N. Fine Street             |
| 21 Fresno, CA 93703           | Fresno, CA 93775       | Fresno, CA 93727                |

22 H. UNIVERSITY shall make its internal practices, books, and records relating to the  
23 use and disclosure of PHI received from COUNTY, or created or received by the UNIVERSITY on  
24 behalf of COUNTY, in compliance with HIPAA’s Privacy Rule, including, but not limited to the  
25 requirements set forth in Title 45, CFR, Sections 160 and 164. CONTRACTOR shall make its internal  
26 practices, books, and records relating to the use and disclosure of PHI received from COUNTY, or  
27 created or received by the CONTRACTOR on behalf of COUNTY, available to the United States  
28 Department of Health and Human Services (Secretary) upon demand.

1 UNIVERSITY shall cooperate with the compliance and investigation reviews  
2 conducted by the Secretary. PHI access to the Secretary must be provided during the UNIVERSITY's  
3 normal business hours, however, upon exigent circumstances access at any time must be granted.  
4 Upon the Secretary's compliance or investigation review, if PHI is unavailable to UNIVERSITY and in  
5 possession of a Subcontractor, it must certify efforts to obtain the information to the Secretary.

6 I. Safeguards

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

18 UNIVERSITY shall implement strong access controls and other security  
19 safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g.,  
20 PHI) or sensitive data to authorized users only. Said safeguards and precautions shall include the  
21 following administrative and technical password controls for all systems used to process or store  
22 confidential, personal, or sensitive data:

23 1. Passwords must not be:

- 24 a. Shared or written down where they are accessible or recognizable  
25 by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;  
26 b. A dictionary word; or  
27 c. Stored in clear text

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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) Uppercase letters (A-Z);
- 2) Lowercase letters (a-z);
- 3) Arabic numerals (0 through 9); and
- 4) Non-alphanumeric characters (punctuation symbols).

UNIVERSITY 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.

UNIVERSITY 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).

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

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1 J. Mitigation of Harmful Effects

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

6 K. UNIVERSITY'S Subcontractors

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

12 L. Employee Training and Discipline

13 UNIVERSITY shall train and use reasonable measures to ensure compliance with  
14 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. Termination for Cause

19 Upon COUNTY's knowledge of a material breach of these provisions by  
20 UNIVERSITY, COUNTY shall either:

- 21 1. Provide an opportunity for UNIVERSITY to cure the breach or end the  
22 violation and terminate this Agreement if UNIVERSITY does not cure the breach or end the violation  
23 within the time specified by COUNTY; or
- 24 2. Immediately terminate this Agreement if UNIVERSITY has breached a  
25 material term of these provisions and cure is not possible.
- 26 3. If neither cure nor termination is feasible, the COUNTY's Privacy Officer  
27 shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

28 ///

1 N. Judicial or Administrative Proceedings

2 COUNTY may terminate this Agreement in accordance with the terms and  
3 conditions of this Agreement as written hereinabove, if (1) UNIVERSITY is found guilty in a criminal  
4 proceeding for a violation of the HIPAA Privacy or Security laws or the HITECH Act; or (2) a finding  
5 or stipulation that the UNIVERSITY has violated a privacy security standard or requirement of the  
6 HITECH Act, HIPAA or other security or privacy laws in an administrative or civil proceeding in  
7 which the UNIVERSITY is a party.

8 O. Effect of Termination

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

17 P. Disclaimer

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

24 Q. Amendment

25 The parties acknowledge that Federal and State laws relating to electronic data  
26 security and privacy are rapidly evolving and that amendment of these provisions may be required to  
27 provide for procedures to ensure compliance with such developments. The parties specifically agree to  
28 take such action as is necessary to amend this agreement in order to implement the standards and

requirements of HIPAA, the HIPAA regulations, the HITECH Act and other applicable laws relating to the security or privacy of PHI. COUNTY may terminate this Agreement upon thirty (30) days written notice in the event that UNIVERSITY does not enter into an amendment providing assurances regarding the safeguarding of PHI that COUNTY in its sole discretion deems sufficient to satisfy the standards and requirements of HIPAA, the HIPAA regulations and the HITECH Act.

R. No Third-Party Beneficiaries

Nothing express or implied in the terms and conditions of these provisions is intended to confer, nor shall anything herein confer, upon any person other than COUNTY or UNIVERSITY and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

S. Interpretation

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

T. Regulatory References

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

U. Survival

The respective rights and obligations of UNIVERSITY as stated in this Section shall survive the termination or expiration of this Agreement.

V. No Waiver of Obligations

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

**16. DATA SECURITY**

For the purpose of preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse

of COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services under this Agreement must employ adequate data security measures to protect the confidential information provided to UNIVERSITY by the COUNTY, including but not limited to the following:

A. UNIVERSITY-Owned Mobile, Wireless, or Handheld Devices

UNIVERSITY may not connect to COUNTY networks via personally-owned mobile, wireless or handheld devices, unless the following conditions are met:

- 1) UNIVERSITY has received authorization by COUNTY for telecommuting purposes;
- 2) Current virus protection software is in place;
- 3) Mobile device has the remote wipe feature enabled; and
- 4) A secure connection is used.

B. UNIVERSITY-Owned Computers or Computer Peripherals

UNIVERSITY may not bring UNIVERSITY-owned computers or computer peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief Information Officer, and/or designee(s), including but not limited to mobile storage devices. If data is approved to be transferred, data must be stored on a secure server approved by the COUNTY and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection. Said data must be encrypted.

C. COUNTY-Owned Computer Equipment

UNIVERSITY, including its students, subcontractors and employees, may not use COUNTY computers or computer peripherals on non-COUNTY premises without prior authorization from the COUNTY's Chief Information Officer, and/or designee(s).

D. UNIVERSITY may not store COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device, or remote storage installation unless encrypted.

E. UNIVERSITY shall be responsible to employ strict controls to ensure the integrity and security of COUNTY's confidential information and to prevent unauthorized access, viewing, use or disclosure of data maintained in computer files, program documentation, data

1 processing systems, data files and data processing equipment which stores or processes COUNTY data  
2 internally and externally.

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

6 G. UNIVERSITY is responsible to immediately notify COUNTY of any violations,  
7 breaches or potential breaches of security related to COUNTY's confidential information, data  
8 maintained in computer files, program documentation, data processing systems, data files and data  
9 processing equipment which stores or processes COUNTY data internally or externally.

10 H. COUNTY shall provide oversight to UNIVERSITY's response to all incidents  
11 arising from a possible breach of security related to COUNTY's confidential client information  
12 provided to UNIVERSITY. UNIVERSITY will be responsible to issue any notification to affected  
13 individuals as required by law or as deemed necessary by COUNTY in its sole discretion.  
14 UNIVERSITY will be responsible for all costs incurred as a result of providing the required  
15 notification.

16 **17. NON-DISCRIMINATION**

17 During the performance of this Agreement, UNIVERSITY shall not unlawfully  
18 discriminate against any employee or applicant for employment, or recipient of services, because of  
19 race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition,  
20 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual  
21 orientation, or military and veteral status, pursuant to all applicable State and Federal statutes and  
22 regulations. This non-discrimination policy covers admission and access to and treatment and  
23 employment in the UNIVERSITY's programs and activities, including occupational education.

24 **18. CONFLICT OF INTEREST**

25 No officer, agent, or employee of the COUNTY who exercises any function or  
26 responsibility for planning and carrying out the services provided under this Agreement shall have any  
27 direct or indirect personal financial interest in this Agreement. The UNIVERSITY shall comply with  
28 all Federal, State of California, and local conflict of interest laws, statutes, and regulations, which shall

be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of the COUNTY.

**19. COMPLIANCE**

UNIVERSITY agrees to comply with the COUNTY's Contractor Code of Conduct and Ethics and the COUNTY's Compliance Program in accordance with Exhibit A. Within thirty (30) days of entering into the agreement with the COUNTY, UNIVERSITY shall have all of UNIVERSITY's students, employees, agents and subcontractors providing services under this Agreement certify in writing, that he or she has received, read, understood, and shall abide by the Contractor Code of Conduct and Ethics. UNIVERSITY shall ensure that within thirty (30) days of hire, all new students, employees, agents and subcontractors providing services under this Agreement shall certify in writing that he or she has received, read, understood, and shall abide by the Contractor Code of Conduct and Ethics. UNIVERSITY understands that the promotion of and adherence to the Code of Conduct is an element in evaluating the performance of UNIVERSITY and its students, employees, agents and subcontractors

Within thirty (30) days of entering into this Agreement, and annually thereafter, all students, employees, agents and subcontractors providing services under this Agreement shall complete general compliance training. All new students, employees, agents and subcontractors shall attend the appropriate training within thirty (30) days of hire. Each individual who is required to attend training shall certify in writing that he or she has received the required training. The certification shall specify the type of training received and the date received. The certification shall be provided to the COUNTY's Compliance Officer at 3133 N. Millbrook Avenue, Fresno, CA 93703. UNIVERSITY agrees to reimburse COUNTY for the entire cost of any penalty imposed upon COUNTY by the Federal Government as a result of UNIVERSITY's violation of the terms of this Agreement.

**20. COMPLIANCE WITH STATE REQUIREMENTS**

UNIVERSITY recognizes that COUNTY operates its mental health system under an agreement with the State of California Department of Mental Health, and that under said agreement the State of California imposes certain requirements on the COUNTY and its subcontractors.

UNIVERSITY shall adhere to all State of California requirements, including those

identified in Exhibit A, attached hereto and by this reference incorporated herein.

**21. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

Members of the UNIVERSITY's Board of Directors shall disclose any self-dealing transactions that they are a party to while UNIVERSITY is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the UNIVERSITY is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form (Exhibit B) attached hereto and by this reference incorporated herein and made part of this Agreement and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

**22. AUDITS AND INSPECTIONS**

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

**23. NOTICES**

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

COUNTY

Director, Fresno County  
Department of Behavioral Health  
4441 E. Kings Canyon Rd  
Fresno, CA 93702

UNIVERSITY

Provost  
Alliant International University  
5130 E. Clinton Way  
Fresno, CA 93727-2014

Any and all notices between COUNTY and UNIVERSITY provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally

delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party.

**24. SEVERABILITY**

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

**25. 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.

**26. ENTIRE AGREEMENT**

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

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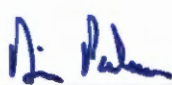


1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and  
2 year first hereinabove written.

3 UNIVERSITY:  
4 ALLIANT INTERNATIONAL  
5 UNIVERSITY

COUNTY OF FRESNO

6  
7  
8 By: 

By 

Chairman, Board of Supervisors

9  
10 Print Name: Andy Vaughn

11 Title: President & CEO  
12 Chairman of Board, or President  
13 Or any Vice President, Or CEO

BERNICE E. SEIDEL, Clerk  
Board of Supervisors

14  
15 By 

16  
17 Print Name: Diane Erdei, MA

By Susan Bishop, Deputy

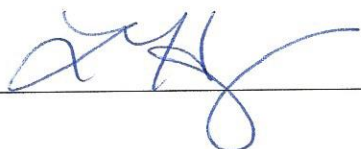
18 Chief Financial Officer  
19 Title: Senior Vice President of Finance

20 ~~Secretary of Corporation, or~~  
21 ~~Any Assistant Secretary, or~~  
22 ~~Chief Financial Officer, or~~  
23 ~~Any Assistant Treasurer~~

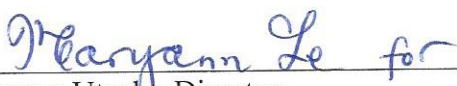
24 Mailing Address:  
25 5130 E. Clinton Way  
26 Fresno, CA 93727-2014  
27 Phone: (559) 456-2777  
28

PLEASE SEE ADDITIONAL  
SIGNATURE PAGE ATTACHED

1 APPROVED AS TO LEGAL FORM:  
2 DANIEL C. CEDERBORG, COUNTY COUNSEL

3  
4 By  \_\_\_\_\_  
5  
6  
7

8 REVIEWED AND RECOMMENDED FOR APPROVAL:

9 By  \_\_\_\_\_  
10 Dawan Utecht, Director  
11 Department of Behavioral Health  
12  
13

14 Fund/Subclass: 0001/10000  
15 Account/Program: 7295/0  
16 Organizations: 5630  
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**FRESNO COUNTY MENTAL HEALTH COMPLIANCE PROGRAM**  
***CONTRACTOR CODE OF CONDUCT AND ETHICS***

Fresno County is firmly committed to full compliance with all applicable laws, regulations, rules and guidelines that apply to the provision and payment of mental health services. Mental health contractors and the manner in which they conduct themselves are a vital part of this commitment.

Fresno County has established this Contractor Code of Conduct and Ethics with which contractor and its employees and subcontractors shall comply. Contractor shall require its employees and subcontractors to attend a compliance training that will be provided by Fresno County. After completion of this training, each contractor, contractor's employee and subcontractor must sign the Contractor Acknowledgment and Agreement form and return this form to the Compliance officer or designee.

**Contractor and its employees and subcontractor shall:**

1. Comply with all applicable laws, regulations, rules or guidelines when providing and billing for mental health services.
2. Conduct themselves honestly, fairly, courteously and with a high degree of integrity in their professional dealing related to their contract with the County and avoid any conduct that could reasonably be expected to reflect adversely upon the integrity of the County.
3. Treat County employees, consumers, and other mental health contractors fairly and with respect.
4. NOT engage in any activity in violation of the County's Compliance Program, nor engage in any other conduct which violates any applicable law, regulation, rule or guideline
5. Take precautions to ensure that claims are prepared and submitted accurately, timely and are consistent with all applicable laws, regulations, rules or guidelines.
6. Ensure that no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind are submitted.
7. Bill only for eligible services actually rendered and fully documented. Use billing codes that accurately describe the services provided.

8. Act promptly to investigate and correct problems if errors in claims or billing are discovered.
9. Promptly report to the Compliance Officer any suspected violation(s) of this Code of Conduct and Ethics by County employees or other mental health contractors, or report any activity that they believe may violate the standards of the Compliance Program, or any other applicable law, regulation, rule or guideline. Fresno County prohibits retaliation against any person making a report. Any person engaging in any form of retaliation will be subject to disciplinary or other appropriate action by the County. Contractor may report anonymously.
10. Consult with the Compliance Officer if you have any questions or are uncertain of any Compliance Program standard or any other applicable law, regulation, rule or guideline.
11. Immediately notify the Compliance Officer if they become or may become an Ineligible person and therefore excluded from participation in the Federal Health Care Programs.

Fresno County Mental Health Compliance Program

**Contractor Acknowledgment and Agreement**

I hereby acknowledge that I have received, read and understand the Contractor Code of Conduct and Ethics. I hereby acknowledge that I have received training and information on the Fresno County Mental Health Compliance Program and understand the contents thereof. I further agree to abide by the Contractor Code of Conduct and Ethics, and all Compliance Program requirements as they apply to my responsibilities as a mental health contractor for Fresno County.

I understand and accept my responsibilities under this Agreement. I further understand that any violation of the Contractor Code of Conduct and Ethics or the Compliance Program is a violation of County policy and may also be a violation of applicable laws, regulations, rules or guidelines. I further understand that violation of the Contractor Code of Conduct and Ethics or the Compliance Program may result in termination of my agreement with Fresno County. I further understand that Fresno County will report me to the appropriate Federal or State agency.

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**For Individual Providers**

Name (print): \_\_\_\_\_

**Discipline:** ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

**Signature :** \_\_\_\_\_ **Date :** \_\_\_\_/\_\_\_\_/\_\_\_\_

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**For Group or Organizational Providers**

Group/Org. Name (print): \_\_\_\_\_

Employee Name (print): \_\_\_\_\_

**Discipline:** ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

☐ Other: \_\_\_\_\_

Job Title (if different from Discipline): \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

## **SELF-DEALING TRANSACTION DISCLOSURE FORM**

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

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

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

### INSTRUCTIONS

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

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