

**SERVICE AGREEMENT**

This Service Agreement ("Agreement") is dated December 9, 2025 and is between Claremont Graduate University, a private university ("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 non- clinical and/or field experiences for mandatory learning experiences for its students.

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

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

The parties therefore agree as follows:

**Article 1**

**University's Services**

1.1 **Scope of Services.** The University shall perform all of the services provided in Exhibit A to this agreement, titled "Fresno County Department of Behavioral Health Scope of Work".

1.2 **Representation.** The 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.** The 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. Additionally, the County is a "Covered Entity," and the University is a "Business Associate," as these terms are defined by 45 CFR 160.103. As a Business Associate, University agrees to comply with the terms of Exhibit B to this Agreement, titled "Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement".

1 **Article 2**

2 **County's Responsibilities**

3 2.1 The County shall permit each student who is designated by the University, pursuant  
4 to Exhibit A of this Agreement, to receive non-clinical and/or field experience at appropriate  
5 County facilities at an agreed (between County and University) number of hours and/or projects  
6 and shall furnish and permit students and/or instructors' free access to appropriate County  
7 facilities for such non-clinical and field experience, subject to the terms and conditions of this  
8 Agreement.

9 2.2 County shall permit its various program directors and other designated personnel to  
10 attend meetings of University's faculty, or any committee thereof, to coordinate the non-clinical  
11 and field experience programs provided for under this Agreement, and to designate lines of  
12 authority and communication for coordination of relations between University instructors and  
13 County personnel.

14 2.3 County shall, within the limits of its resources, provide whatever equipment, supplies,  
15 and assistance necessary of the care of County patients in the course of University's students  
16 learning experience and consistent with County's plan of care.

17 2.4 County shall reserve the absolute right to review, authorize, and at its sole discretion,  
18 deny access or admission by any student, instructor, and/or University representative into  
19 County facilities.

20 2.5 County shall provide input into the evaluation conducted by University, of students'  
21 skills and progress.

22 **Article 3**

23 **Compensation, Invoices, and Payments**

24 3.1 The non-clinical and/or field education program conducted pursuant to the terms and  
25 conditions of this Agreement shall be performed without the payment of any monetary  
26 consideration by University or County, one to the other, or by or to any student participating in  
27 said non-clinical and/or field training programs.

1 **Article 4**

2 **Term of Agreement**

3 4.1 **Term.** This Agreement is effective upon execution and terminates on June 30, 2028  
4 except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension,"  
5 below.

6 4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-  
7 year periods only upon written approval of both parties at least thirty (30) days before the first  
8 day of the next one-year extension period. The County's DBH Director or his or her designee is  
9 authorized to sign the written approval on behalf of the County based on the University's  
10 satisfactory performance. The extension of this Agreement by the County is not a waiver or  
11 compromise of any default or breach of this Agreement by the University existing at the time of  
12 the extension whether or not known to the County.

13 **Article 5**

14 **Notices**

15 5.1 **Contact Information.** The persons and their addresses having authority to give and  
16 receive notices provided for or permitted under this Agreement include the following:

17 **For the County:**

18 Director, Department of Behavioral Health  
19 County of Fresno  
20 1925 E Dakota Avenue  
21 Fresno, CA 93726

22 **For the University:**

23 Interim Executive Vice President & Provost  
24 Claremont Graduate University  
25 150 E. Tenth Street, Claremont, CA 91711

26 5.2 **Change of Contact Information.** Either party may change the information in section  
27 5.1 by giving notice as provided in section 5.3.

28 5.3 **Method of Delivery.** Each notice between the County and the University provided  
for or permitted under this Agreement must be in writing, state that it is a notice provided under  
this Agreement, and be delivered either by personal service, by first-class United States mail, by

an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.

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

(B) A notice delivered by first-class United States mail is effective three (3) County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one (1) County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

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

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

## **Article 6**

### **Termination and Suspension**

#### **6.1 Termination for Breach.**

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

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

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

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

7 **6.2 Termination without Cause.** In circumstances other than those set forth above, the  
8 County may terminate this Agreement by giving at least thirty (30) days advance written notice  
9 to the University.

10 **6.3 Economic Sanctions.** In accordance with Executive Order N-6-22 regarding  
11 Economic Sanctions against Russia and Russian entities and individuals, the County may  
12 terminate this Agreement if the University is a target of Economic Sanctions or is conducting  
13 prohibited transactions with sanctioned individuals or entities. The County shall provide at least  
14 thirty (30) days advance written notice to the University.

15 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County  
16 under this Article 6 is without penalty to or further obligation of the County.

17 **6.5 County's Rights upon Termination.** Upon termination for breach under this Article  
18 6, the County may demand repayment by the University of any monies disbursed to the  
19 University under this Agreement that, in the County's sole judgment, were not expended in  
20 compliance with this Agreement. The University shall promptly refund all such monies upon  
21 demand. This section survives the termination of this Agreement.

## 22 **Article 7**

### 23 **Independent Contractor**

24 **7.1 Status.** In performing under this Agreement, the University, including its officers,  
25 agents, employees, students, and volunteers, is at all times acting and performing as an  
26 independent contractor, in an independent capacity, and not as an officer, agent, servant,  
27 employee, joint venturer, partner, or associate of the County.

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

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

7.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement, the University may provide services to others unrelated to the County.

## Article 8

## Indemnity and Defense

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

**8.2 Survival.** This Article 8 survives the termination of this Agreement.

## Article 9

## Insurance

9.1 The University shall comply with all the insurance requirements in Exhibit C to this Agreement.

1 **Article 10**

2 **Inspections, Audits, and Public Records**

3 10.1 **Inspection of Documents.** The University shall make available to the County, and  
4 the County may examine at any time during business hours and as often as the County deems  
5 necessary, all of the University's records and data with respect to the matters covered by this  
6 Agreement, excluding attorney-client privileged communications. The University shall, upon  
7 request by the County, permit the County to audit and inspect all of such records and data to  
8 ensure the University's compliance with the terms of this Agreement.

9 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
10 Agreement exceeds \$10,000, the University is subject to the examination and audit of the  
11 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
12 (3) years after final payment under this Agreement. This section survives the termination of this  
13 Agreement.

14 10.3 **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 the University may provide to the  
16 County. The County's public disclosure of this Agreement or any record or data that the  
17 University may 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 the University may provide to the County, unless such disclosure is prohibited  
24 by court order.

25 (C) This Agreement, and any record or data that the 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).  
28

1 (D) This Agreement, and any record or data that the 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 the 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 the 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 **10.4 Public Records Act Requests.** If the County receives a written or oral request  
14 under the CPRA to publicly disclose any record that is in the University's possession or control,  
15 and which the County has a right, under any provision of this Agreement or applicable law, to  
16 possess or control, then the County may demand, in writing, that the University deliver to the  
17 County, for purposes of public disclosure, the requested records that may be in the possession  
18 or control of the University. Within five (5) business days after the County's demand, the  
19 University shall (a) deliver to the County all of the requested records that are in the University's  
20 possession or control, together with a written statement that the University, after conducting a  
21 diligent search, has produced all requested records that are in the University's possession or  
22 control, or (b) provide to the County a written statement that the University, after conducting a  
23 diligent search, does not possess or control any of the requested records. The University shall  
24 cooperate with the County with respect to any County demand for such records. If the University  
25 wishes to assert that any specific record or data is exempt from disclosure under the CPRA or  
26 other applicable law, it must deliver the record or data to the County and assert the exemption  
27 by citation to specific legal authority within the written statement that it provides to the County  
28 under this section. The University's assertion of any exemption from disclosure is not binding on



1 the County, but the County will give at least ten (10) days' advance written notice to the  
2 University before disclosing any record subject to the University's assertion of exemption from  
3 disclosure. The University shall indemnify the County for any court-ordered award of costs or  
4 attorney's fees under the CPRA that results from the University's delay, claim of exemption,  
5 failure to produce any such records, or failure to cooperate with the County with respect to any  
6 County demand for any such records.

## 7 **Article 11**

### 8 **Data Security**

9 11.1 The University shall be responsible for the privacy and security safeguards, as  
10 identified in Exhibit D to this agreement, titled "Data Security." To the extent required to carry  
11 out the assessment and authorization process and continuous monitoring, to safeguard against  
12 threats and hazards to the security, integrity, and confidentiality of any County data collected  
13 and stored by the University, the University shall afford the County access as necessary at the  
14 University's reasonable discretion, to the University's facilities, installations, and technical  
15 capabilities. If new or unanticipated threats or hazards are discovered by either the County or  
16 the University, or if existing safeguards have ceased to function, the discoverer shall  
17 immediately bring the situation to the attention of the other party.

## 18 **Article 12**

### 19 **Disclosure of Self-Dealing Transactions**

20 12.1 **Applicability.** This Article 12 applies if the University is operating as a corporation,  
21 or changes its status to operate as a corporation.

22 12.2 **Duty to Disclose.** If any member of the University's board of directors is party to a  
23 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
24 "Self-Dealing Transaction Disclosure Form" (Exhibit E to this Agreement) and submitting it to the  
25 County before commencing the transaction or immediately after.

26 12.3 **Definition.** "Self-dealing transaction" means a transaction to which the University is  
27 a party and in which one or more of its directors, as an individual, has a material financial  
28 interest.

1 **Article 13**

2 **General Terms**

3 13.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this  
4 Agreement may not be modified, and no waiver is effective, except by written agreement signed  
5 by both parties. The University acknowledges that County employees have no authority to  
6 modify this Agreement except as expressly provided in this Agreement.

7 13.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
8 under this Agreement without the prior written consent of the other party.

9 13.3 **Governing Law.** The laws of the State of California govern all matters arising from  
10 or related to this Agreement.

11 13.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
12 County, California. University consents to California jurisdiction for actions arising from or  
13 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
14 brought and maintained in Fresno County.

15 13.5 **Construction.** The final form of this Agreement is the result of the parties' combined  
16 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
17 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
18 against either party.

19 13.6 **Days.** Unless otherwise specified, "days" means calendar days.

20 13.7 **Headings.** The headings and section titles in this Agreement are for convenience  
21 only and are not part of this Agreement.

22 13.8 **Severability.** If anything in this Agreement is found by a court of competent  
23 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
24 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
25 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
26 intent.

27 13.9 **Nondiscrimination.** During the performance of this Agreement, the University shall  
28 not unlawfully discriminate against any employee or applicant for employment, or recipient of

1 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
2 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
3 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
4 all applicable State of California and federal statutes and regulation.

5 University shall take affirmative action to ensure that services to intended beneficiaries  
6 are provided without use of any policy or practice that has the effect of discriminating on the  
7 basis of race, color, religion, ancestry, marital status, national origin, ethnic group identification,  
8 sex, sexual orientation, gender, gender identity, age, medical condition, genetic information,  
9 health status or need for health care services, or mental or physical disability.

10 13.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
11 of the University under this Agreement on any one or more occasions is not a waiver of  
12 performance of any continuing or other obligation of the University and does not prohibit  
13 enforcement by the County of any obligation on any other occasion.

14 13.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
15 between the University and the County with respect to the subject matter of this Agreement, and  
16 it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
17 publications, and understandings of any nature unless those things are expressly included in  
18 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
19 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
20 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
21 exhibits.

22 13.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
23 create any rights or obligations for any person or entity except for the parties.

24 13.13 **Authorized Signature.** The University represents and warrants to the County that:

25 (A) The University is duly authorized and empowered to sign and perform its  
26 obligations under this Agreement.  
27  
28

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

4 13.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
5 electronic signature as provided in this section.

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

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

16 (C) The provisions of this section satisfy the requirements of Civil Code section  
17 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
18 Part 2, Title 2.5, beginning with section 1633.1).

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

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

26 13.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
27 original, and all of which together constitute this Agreement.

28 [SIGNATURE PAGE FOLLOWS]

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

2 CLAREMONT GRADUATE UNIVERSITY COUNTY OF FRESNO  
3

4 By: Jody Waters

5  
6 Print Name: Jody Waters

7 Title: Exec VP and Provost

8  
9 Date: 11/20/2025

Ernest Buddy Mendes  
Ernest Buddy Mendes, 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: Hana M  
Deputy

10  
11  
12 By: Darleen Peterson Digitally signed by Darleen  
Peterson  
Date: 2025.11.21 12:55:43 -08'00'

13  
14 Print Name: Darleen Peterson

15 Interim Dean, School of Community and Global Health  
16 Title: \_\_\_\_\_

17 Date: 11/21/2025

18 150 E. Tenth Street  
19 Claremont, CA 91711

20 For accounting use only:

21 Org No.: 56304756  
22 Account No.: 7295  
23 Fund No.: 0001  
24 Subclass No.: 1000  
25  
26  
27  
28

## **FRESNO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH SCOPE OF WORK**

### **I. PROGRAM NAME**

Non-clinical and field experience placements with County of Fresno, Department of Behavioral Health.

### **II. BACKGROUND**

Claremont Graduate University (“CGU” or University”) has a need for finding suitable host site agencies that are willing to host University students so they may complete their internships for non-clinical and field experiences for mandatory learning experiences. County, through its Department of Behavioral Health, maintains and operates facilities and programs suitable for furnishing such non-clinical and field experience. Both parties gain a mutual benefit from entering a formal partnership agreement to establish a non-clinical and field experience program.

### **III. TARGET POPULATION**

The individuals subject to this Agreement shall be students enrolled in academic programs at Claremont Graduate University who have been assigned to County facilities for the purpose of completing required non-clinical and field experience components of their educational curriculum.

### **IV. DESCRIPTION OF SERVICES**

a. Services Start Date: December 9, 2025

b. Summary of Services:

Student trainee(s) shall engage in non-clinical and field experience activities as required by their academic programs. The Department shall assign each trainee an appropriate preceptor who will serve in a supervisory and mentoring capacity throughout the duration of the placement. The designated preceptor shall oversee the trainee’s activities to ensure compliance with the academic requirements established by the trainee’s educational institution.

c. Location of Services:

Trainees may be assigned to perform practicum activities at any of the Department's designated locations or through remote modalities, as determined by the Department in accordance with programmatic needs and the trainee's academic requirements.

These locations include:

- i. Health and Wellness Center, 1925 E. Dakota Ave., Fresno, CA 93726;
- ii. 4441 E. Cesar Chavez Blvd., Fresno, CA 93702;
- iii. 142 E. Cesar Chavez Blvd., Fresno, CA 93706;
- iv. 3133 N. Millbrook Fresno, CA 93703;
- v. 3151 N. Millbrook Ave, Fresno, CA 93703; and
- vi. 2719 Air Fresno Dr.Ste.107, Fresno, CA 93727.

d. Hours of Operation:

Trainees shall coordinate their practicum schedules in collaboration with their assigned preceptors, ensuring alignment with the academic requirements of their respective educational programs. Practicum activities shall be conducted during the Department's standard hours of operation, which are Monday through Friday, from 8:00 a.m. to 5:00 p.m.

e. University shall:

- i. Verification of Student Eligibility: The University shall ensure that all student trainees assigned to County facilities meet the academic prerequisites and eligibility criteria established by their respective academic programs.
- ii. Provision of Student Information: The University shall provide the County with a roster of eligible student trainees, including names, contact information, academic program details, and proposed placement dates, within a mutually agreed-upon timeframe.
- iii. Coordination of Placement Assignments: The University shall collaborate with the County to identify appropriate placement sites and preceptors that align with the academic objectives of the student trainees. Placement requests shall be submitted in accordance with the County's scheduling protocols.
- iv. Academic Oversight and Documentation: The University shall furnish the County with relevant academic materials, including course syllabi, practicum guidelines, and defined learning objectives, to support the supervision and evaluation of student trainees.
- v. Orientation and Policy Compliance: The University shall ensure that student trainees attend all required County orientation sessions and are informed of

applicable County policies, procedures, and professional conduct standards prior to the commencement of their placements.

- vi. Performance Evaluation and Feedback: The University shall establish a process for evaluating student trainee performance in collaboration with County-designated preceptors. Evaluation tools shall be provided to the County in advance, and feedback shall be collected to support continuous improvement of the placement program.
- vii. Incident Reporting and Compliance: The University shall promptly report to the County any incidents, concerns, or violations of policy involving student trainees. The University shall ensure that all placements comply with applicable federal, state, and local laws, as well as County regulations.

f. County shall:

- i. Designation of Placement Sites and Preceptors: The County shall identify appropriate placement sites within its facilities and assign qualified personnel to serve as preceptors for student trainees. Preceptors shall possess the requisite experience and credentials to supervise and mentor trainees in accordance with the academic objectives provided by the University.
- ii. Coordination of Practicum Activities: The County shall collaborate with the University to coordinate practicum schedules that align with both the Department's operational needs and the academic requirements of the student trainees. Practicum activities shall be conducted during the Department's standard hours of operation unless otherwise agreed upon.
- iii. Orientation and Onboarding: The County shall provide student trainees with orientation to applicable policies, procedures, and operational protocols prior to the commencement of their placements. The County shall ensure that trainees are informed of expectations related to conduct, confidentiality, and safety.
- iv. Supervision and Mentorship: The County shall ensure that assigned preceptors provide ongoing supervision, guidance, and mentorship to student trainees throughout the duration of the placement. Preceptors shall monitor trainee performance and support the achievement of defined learning objectives.



- v. Performance Evaluation and Reporting: The County shall participate in the evaluation of student trainee performance using tools and processes provided by the University. The County shall communicate any concerns regarding trainee conduct or progress to the University in a timely manner.
- vi. Compliance and Risk Management: The County shall ensure that all practicum activities are conducted in compliance with applicable federal, state, and local laws, as well as internal policies and procedures. The County shall report any incidents, breaches, or safety concerns involving student trainees to the University promptly.
- vii. Facility Access and Resources: The County shall provide student trainees with reasonable access to facilities, equipment, and resources necessary to complete assigned practicum activities, subject to availability and operational constraints.

## **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT**

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

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

Except as otherwise provided in this Agreement, University, as a business associate of 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 HIPAA Rules. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the “Covered Entity” under the HIPAA Rules, except as authorized for management, administrative or legal responsibilities of University.

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

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

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

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

**VI.** 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 § 164.501), to an individual or to County in order to meet the requirements of 45 CFR § 164.524 regarding access by individuals to their PHI. With respect to individual requests, access shall be provided within thirty (30) days from request. Access may be extended if University cannot provide access and provides the individual with the reasons for the delay and the date when access may be granted. PHI shall be provided in the form and format requested by the individual or 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 § 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 § 164.528, to permit County to respond to a request by the individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

**VII.** University shall report to County, in writing, any knowledge or reasonable belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of unsecured PHI not permitted by this Agreement of which University becomes aware,

immediately and without reasonable delay and in no case later than two (2) business days of discovery. Immediate notification shall be made to County's Information Security Officer and Privacy Officer and County's Department of Public Health ("DPH") HIPAA Representative, within two (2) business days of discovery. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or breached. University shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and State laws and regulations. University shall investigate such breach and is responsible for all notifications required by law and regulation or deemed necessary by County and shall provide a written report of the investigation and reporting required to County's Information Security Officer and Privacy Officer and County's DPH HIPAA Representative.

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

County of Fresno	County of Fresno	County of Fresno
Department of Public Health	Department of Public Health	Office of Information Security
HIPAA Representative	Privacy Officer	Chief Information Security Officer
(559) 600-6439	(559) 600-6405	(559) 600-5810
P.O. Box 11867	P.O. Box 11867	333 W. Pontiac Way
Fresno, California 93775	Fresno, California 93775	Clovis CA, 93612

**VIII.** University shall make its internal practices, books, and records relating to the use and disclosure of PHI received from County, or created or received by University on behalf of County, in compliance with Parts the HIPAA Rules. University shall make its internal practices, books, and records relating to the use and disclosure of PHI received from County, or created or received by University on behalf of County, available to the Secretary upon demand. University shall cooperate with the compliance and investigation reviews conducted by the Secretary. PHI access to the Secretary must be provided during University's normal business hours; however, upon exigent circumstances access at any time must be granted. Upon the Secretary's compliance or investigation review, if PHI is unavailable to University and in possession of a subcontractors of University, University must certify to the Secretary its efforts to obtain the information from the subcontractors.

## **IX. Safeguards**

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

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

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

University shall implement the following security controls on each workstation or portable

computing device (e.g., laptop computer) containing confidential, personal, or sensitive data:

- a. Network-based firewall and/or personal firewall;
- b. Continuously updated anti-virus software; and
- c. 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.

**X. Mitigation of Harmful Effects**

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

**XI. University's Subcontractors**

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

Nothing in this section XI or this exhibit authorizes University to perform services under this Agreement using subcontractors.

**XII. Employee Training and Discipline**

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

**XIII. Termination for Cause**

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

- a. Provide an opportunity for University to cure the breach or end the violation, and County may terminate this Agreement if University does not cure the breach or end the violation within the time specified by County; or
- b. Immediately terminate this Agreement if University has breached a material term of this exhibit and cure is not possible, as determined by County.
- c. If neither cure nor termination is feasible, County's Privacy Officer will report the violation to the Secretary of the U.S. Department of Health and Human Services.

**XIV. Judicial or Administrative Proceedings**

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

**XV. Effect of Termination**

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

**XVI. Compliance with Other Laws**

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

**XVII. Disclaimer**

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

**XVIII. Amendment**

The parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of this exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to amend this agreement in order to implement the standards and requirements of the HIPAA Rules, the HITECH Act and other applicable laws relating to the security or privacy of PHI. 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 the HIPAA Rules, and the HITECH Act.

**XIX. No Third-Party Beneficiaries**

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

**XX. Interpretation**

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

**XXI. Regulatory References**

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

**XXII. Survival**

The respective rights and obligations of University as stated in this exhibit survive the termination or expiration of this Agreement.

**XXIII. No Waiver of Obligation**

Change, waiver or discharge by County of any liability or obligation of University under



this exhibit on any one or more occasions is not a waiver of performance of any continuing or other obligation of University and does not prohibit enforcement by County of any obligation on any other occasion.

## INSURANCE REQUIREMENTS

### I. Required Policies

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

- a. **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The 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. Coverage shall include all of University's students.
- d. **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- e. **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the University shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the University shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

- f. **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- g. **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the University.

**Definition of Cyber Risks.** "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the University's obligations under Article 11 of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the University's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the University's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

## II. **Additional Requirements**

- a. **Verification of Coverage.** Within 30 days after the University signs this Agreement, and at any time during the term of this Agreement as requested by the County, the University shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Department of Behavioral Health – Attention Plan Administration, 1925 E Dakota Ave, Fresno, CA 93726, or electronically to [DBHPlanAdmin@fresnocountyca.gov](mailto:DBHPlanAdmin@fresnocountyca.gov) with a copy to the assigned County's DBH Staff Analyst, certificates of insurance and endorsements for all of the coverages required 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 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. **Waivers of Subrogation.** The University waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy insurance required by this Agreement. The University is solely responsible to obtain any policy endorsement that may be necessary to accomplish those waivers, but the University's waivers of subrogation under this paragraph are effective whether or not the University obtains such endorsements.
- 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.

- g. **Subcontractors.** The University shall require and verify that all subcontractors used by the University to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the University to provide services under this Agreement using subcontractors.

## DATA SECURITY

### I. Definitions

Capitalized terms used in this Exhibit have the meanings set forth in this section I.

- a. **“Authorized Employees”** means the University’s employees who have access to Personal Information.
- b. **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of the University’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the University, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit.
- c. **“Director”** means the County’s Director of the Department of Behavioral Health or his or her designee.
- d. **“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- e. **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.
- f. **“Personal Information”** means any and all information, including any data, provided, or to which access is provided, to the University by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

- g. **"Privacy Practices Complaint"** means a complaint received by the County relating to the University's (or any Authorized Person's) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the University to promptly investigate and take remedial action under this Exhibit.
- h. **"Security Safeguards"** means physical, technical, administrative or organizational security procedures and practices put in place by the University (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section III.c of this Exhibit.
- i. **"Security Breach"** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.
- j. **"Use"** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

## II. **Standard of Care**

- a. The University acknowledges that, in the course of its engagement by the County under this Agreement, the University, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- b. The University acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the University, or any Authorized Persons. The University further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the University's, or any Authorized Person's, Use of that Personal Information.
- c. The University agrees and covenants in favor of the Country that the University shall:
  - i. Keep and maintain all Personal Information in strict confidence, using such degree of care under this section as is reasonable and appropriate to avoid a Security Breach;

- ii. Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the University pursuant to the terms of this Exhibit;
  - iii. Not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the University's own purposes or for the benefit of anyone other than the County, without the County's express prior written consent, which the County may give or withhold in its sole and absolute discretion; and
  - iv. Not, directly or indirectly, Disclose Personal Information to any person (an "Unauthorized Third Party") other than Authorized Persons pursuant to this Agreement, without the Director's express prior written consent.
- d. Notwithstanding the foregoing paragraph, in any case in which the University believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, University shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the University, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County before such Personal Information is offered by the University for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the University shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.
- e. The University shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the University's own actions and omissions.

### **III. Information Security**

- a. The University covenants, represents and warrants to the County that the University's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the University Uses credit, debit or other payment



cardholder information, the University shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the University's sole cost and expense.

- b. The University covenants, represents and warrants to the County that, as of the effective date of this Agreement, the University has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.
- c. Without limiting the University's obligations under section III.a of this Exhibit, the University's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:
  - i. Limiting Use of Personal Information strictly to the University's and Authorized Persons' technical and administrative personnel who are necessary for the University's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
  - ii. Ensuring that all of the University's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
  - iii. To the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b) employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a

- remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;
- iv. Encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);
  - v. Strictly segregating Personal Information from all other information of the University, including any Authorized Person, or anyone with whom the University or any Authorized Person deals so that Personal Information is not commingled with any other types of information;
  - vi. Having a patch management process including installation of all operating system and software vendor security patches;
  - vii. Maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and
  - viii. Providing appropriate privacy and information security training to Authorized Employees.
- d. During the term of each Authorized Employee's employment by the University, the University shall cause such Authorized Employees to abide strictly by the University's obligations under this Exhibit. The University shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.
  - e. The University shall, in a secure manner, backup daily, or more frequently if it is the University's practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real-time access, at all times, to such backups via a secure, remote access connection provided by the University, through the Internet.
  - f. The University shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the University and shall be

available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the University's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

- g. The University shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

#### **IV. Security Breach Procedures**

- a. Immediately upon the University's awareness or reasonable belief of a Security Breach, the University shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email addresses: [incidents@fresnocountyca.gov](mailto:incidents@fresnocountyca.gov), 559-600-5900, (which telephone number and email address the County may update by providing notice to the University), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- b. Immediately following the University's notification to the County of a Security Breach, as provided pursuant to section IV.a of this Exhibit, the Parties shall coordinate with each other to investigate the Security Breach. The University agrees to fully cooperate with the County, including, without limitation:
  - i. Assisting the County in conducting any investigation;
  - ii. Providing the County with physical access to the facilities and operations affected;
  - iii. Facilitating interviews with Authorized Persons and any of the University's other employees knowledgeable of the matter; and
  - iv. Making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

To that end, the University shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary by the County, and the University shall provide a written report of

the investigation and reporting required to the Director within 30 days after the University's discovery of the Security Breach.

- c. County shall promptly notify the University of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the University's receipt of that notification, the University shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit, all at the University's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event the University discovers a Security Breach, the University shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the University's receipt of notification of such Privacy Practices Complaint, the University shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.
- d. The University shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the University's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The University shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section IV.e of this Exhibit.
- e. The University agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

**V. Oversight of Security Compliance**

- a. The University shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the University's operations and the nature and scope of its activities.
- b. Upon the County's written request, to confirm the University's compliance with this Exhibit, as well as any applicable laws, regulations and industry standards, the University grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the University's physical and technical environment in relation to all Personal

Information that is Used by the University pursuant to this Agreement. The University shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the University for Personal Information pursuant to this Agreement. In addition, the University shall provide the County with the results of any audit by or on behalf of the University that assesses the effectiveness of the University's information security program as relevant to the security and confidentiality of Personal Information Used by the University or Authorized Persons during the course of this Agreement under this Exhibit.

- c. The University shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit. that apply to the University with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the University and such Authorized Persons, or amending any written agreements to provide same.

**VI. Return or Destruction of Personal Information.** Upon the termination of this Agreement, the University shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the University is authorized to dispose of any such Personal Information, as provided in this Exhibit, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The University shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the University shall notify the County according, specifying the reason, and continue to extend the protections of this Exhibit to all such Personal Information and copies of Personal Information. The University shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. The University's obligations under this section survive the termination of this Agreement and apply to all

Personal Information that the University retains if return or disposal is not feasible and to all Personal Information that the University may later discover.

- VII. Equitable Relief.** The University acknowledges that any breach of its covenants or obligations set forth in this Exhibit may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.
- VIII. Indemnity.** The University shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a “**County Indemnitee**”) from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys’ fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the University’s, its officers, employees, or agents, or any Authorized Employee’s or Authorized Person’s, performance or failure to perform under this Exhibit or arising out of or resulting from the University’s failure to comply with any of its obligations under this section. The provisions of this section do not apply to the acts or omissions of the County. The provisions of this section are cumulative to any other obligation of the University to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The provisions of this section shall survive the termination of this Agreement.
- IX. Survival.** The respective rights and obligations of the University and the County as stated in this Exhibit shall survive the termination of this Agreement.
- X. No Third Party Beneficiary.** Nothing express or implied in the provisions of in this Exhibit is intended to confer, nor shall anything in this Exhibit confer, upon any person other than the

County or the University and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

- XI. No County Warranty.** The County does not make any warranty or representation whether any Personal Information in the University's (or any Authorized Person's) possession or control, or Use by the University (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.

## 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>	