

AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of June, 2017, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **HEALTH CAREER CONNECTION (HCC)**, a California Non-Profit Organization, whose address is 300 Frank H. Ogawa Plaza, Suite 243, Oakland, California, 94612, hereinafter referred to as "HCC".

WITNESSETH:

WHEREAS, HCC has developed a ten (10) week summer college health care management internship program, hereinafter referred to as the "Internship Program", that seeks partnerships with other organizations to provide health care management experience for students, hereinafter referred to as "Interns", from various colleges and universities; and

WHEREAS, COUNTY, through its Department of Public Health (DPH), maintains and operates facilities suitable for furnishing such health care management internship experience and has experienced staff who can provide preceptorship and close supervision of such Interns; and

WHEREAS, it is to the mutual benefit of the parties hereto that personnel and students of HCC use such facilities of COUNTY for the Internship Program.

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

1. RESPONSIBILITIES OF HCC

A. HCC shall identify an individual who shall serve as the Coordinator for each Intern. The Coordinator will be responsible for overseeing the placement of the Intern with the COUNTY and shall be the principal HCC contact for each Intern's preceptor. HCC may also from time to time promulgate policies and procedures governing Interns and the Internship Program as a whole, and COUNTY agrees to comply with all such policies and procedures for which it is made aware and shall not ask Intern to breach any such policies and procedures.

B. HCC may schedule up to four (4) hours per week of educational and/or social activities for the Intern during the COUNTY's normal business hours, and HCC or Intern will inform COUNTY at the beginning of the placement, or from time to time as applicable, of the schedule for

1 such activities. COUNTY will not ask Interns to be available during these time periods including the
2 time required to travel to and from such activities.

3 C. HCC recognizes that the Internship Program conducted pursuant to the terms and
4 conditions of this Agreement is not considered an educational program of COUNTY. Interns
5 participating in HCC's Internship Program shall work under the close partnership developed between
6 HCC and COUNTY.

7 D. HCC shall recruit students to interview with COUNTY for a possible internship
8 assignment at COUNTY facilities, in such numbers to be mutually agreed upon by both COUNTY
9 and HCC.

10 E. HCC shall keep all attendance and academic records of students participating in
11 the Internship Program provided for under this Agreement.

12 F. HCC shall ensure students act professionally and appropriately while at
13 COUNTY facilities.

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

17 H. HCC shall notify COUNTY's DPH Director, or designee, in advance of student
18 placement regarding:

19 1) Locations, dates, times and the number of hours or changes thereof,
20 regarding student availability for the Internship Program; and

21 2) Any change in the placement of students in Internship Program
22 assignments.

23 I. HCC shall, in consultation and coordination with COUNTY's DPH Director, or
24 designee, arrange for periodic conferences as necessary between appropriate representatives of HCC
25 and COUNTY to evaluate the Internship Program provided under this Agreement.

26 J. HCC shall provide for an introductory orientation of students assigned to
27 COUNTY facilities, which shall provide an overview of the Internship Program assignment(s) and the
28 terms and conditions of Intern placement at COUNTY facilities.

1 K. HCC shall agree that any special reports, projects, thesis, and/or publications
2 based upon studies and research arising out of the cooperative health care management education
3 experience permitted by this Agreement, shall be reviewed and approved prior to release by
4 COUNTY's DPH Director, or designee, as appropriate.

5 L. HCC's employees, agents and Interns placed by HCC shall abide by the
6 provisions of State of California Law relating to confidentiality of medical records, further described
7 in Paragraph 11 of this Agreement.

8 M. HCC's employees, agents, and Interns placed by HCC shall be issued COUNTY
9 identification badges which must be worn only at COUNTY facilities while participating in the
10 Internship Program, pursuant to the terms and conditions of the Agreement.

11 N. For any HCC Intern placed at COUNTY, HCC agrees to provide COUNTY with
12 a copy of the executed agreement between the intern and HCC.

13 **2. RESPONSIBILITIES OF COUNTY**

14 A. HCC's internship program is intended as a professional educational experience
15 for the Interns. Interns are not employees of HCC or COUNTY. It is anticipated and expected that
16 Interns will be assigned projects and assignments that are vocational in nature. COUNTY has broad
17 discretion to assign Intern a variety of tasks and work commensurate with Intern's educational
18 background and experience. Interns are not, however, to be utilized as replacement or temporary
19 employees and Intern's placement is not intended to displace any of COUNTY's existing personnel.

20 It is the intention of HCC and COUNTY that Interns have broad exposure to
21 COUNTY's health care management practices and that the internship experience will provide Interns
22 with practical on-the job experience in areas of health care management that complement Intern's
23 educational experience. Providing Intern with exposure to strategic planning, budgeting, personnel
24 management and other management functions of COUNTY that reinforce subject areas included in
25 Intern's academic program is strongly encouraged.

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1 COUNTY understands that Interns are students seeking an educational work
2 experience and mentoring by health care professionals, and agrees to exercise reasonable efforts to
3 involve Interns in activities that will provide them with learning opportunities and a range of
4 professional experiences.

5 B. HCC's Interns placed at the COUNTY shall be considered only a student or
6 trainee, not an employee of HCC or COUNTY. COUNTY is not obliged to, and will not pay Intern
7 any form of employee compensation or provide Intern any employee benefits.

8 C. COUNTY's DPH Director, or designee, shall have sole authority to determine
9 how many placements for internships shall be made available to HCC during each term of this
10 Agreement. In addition, COUNTY shall permit each student who is designated by HCC to receive
11 health care management internship experience at appropriate COUNTY facilities at an agreed
12 (between COUNTY and HCC) number of hours, and shall furnish and permit students free access to
13 appropriate COUNTY facilities for such health care management internship experience, subject to the
14 terms and conditions of this Agreement.

15 D. COUNTY shall identify an individual who shall serve as a Preceptor for each
16 Intern. The Preceptor shall be responsible for assigning all tasks and shall make reasonable efforts to
17 obtain feedback concerning the Intern's experiences, training and performance. The Preceptor shall
18 provide the Intern with not less than two (2) reviews of the Intern's work, one (1) review being
19 provided not later than the sixth (6th) week of the placement and another review being provided not
20 earlier than the ninth (9th) week of the placement. The reviews shall be utilized for the purpose of
21 providing the Intern with feedback concerning the Intern's professional training experience in health
22 care management. The review shall not be structured or presented as a performance evaluation similar
23 to those used for COUNTY's employees.

24 E. COUNTY shall, subject to budgetary and operational concerns, maintain
25 facilities used for the learning experience in a manner that shall at all times conform to the
26 requirements of HCC's Internship Program.

27 F. All Interns shall be subject to the policies and procedures of the COUNTY
28 generally applicable to business visitors and invitees and to other educational trainees at COUNTY's

1 facilities. COUNTY shall make reasonable efforts to inform Interns of these policies and procedures.

2 G. COUNTY shall reserve the absolute right to review, authorize, and in its sole
3 discretion, deny access or admission by any student and/or HCC representatives in COUNTY
4 facilities.

5 H. COUNTY shall provide input into the evaluation conducted by HCC, of Intern's
6 skills and progress.

7 I. COUNTY shall agree to allow access to existing dining room space for Interns'
8 break and meal periods. HCC's Interns shall purchase food in the regular system or bring food with
9 them; no special arrangements for food will be made.

10 J. COUNTY shall not be responsible for providing transportation or auto liability
11 coverage for participating Interns as they will not be permitted to operate COUNTY vehicles to
12 perform activities related to this Agreement.

13 3. TERM

14 This Agreement shall become effective on the first day of July, 2017 and shall terminate
15 on the 30th day of June, 2018.

16 This Agreement shall automatically be extended for one (1) additional twelve (12)
17 month period upon the same terms and conditions herein set forth, unless written notice of nonrenewal
18 is given by HCC or COUNTY or COUNTY's DPH Director, or designee, not later than thirty (30)
19 days prior to the close of the current Agreement term.

20 4. TERMINATION

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

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

- 27 1) An illegal or improper use of funds;
28 2) A failure to comply with any term of this Agreement;

1 3) A substantially incorrect or incomplete report submitted to COUNTY;

2 4) Improperly performed service.

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

6 **5. COMPENSATION**

7 HCC's Internship Program conducted pursuant to the terms and conditions of this
8 Agreement shall be performed without the payment of any monetary consideration between HCC and
9 COUNTY, from one party to the other.

10 **6. INDEPENDENT CONTRACTOR**

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

22 Because of its status as an independent contractor, HCC employees and Interns shall
23 have absolutely no right to employment rights and benefits available to COUNTY employees. HCC
24 shall be solely liable and responsible for providing to, or on behalf of, its employees all
25 legally-required employee benefits. In addition, HCC shall be solely responsible and save COUNTY
26 harmless from all matters relating to payment of HCC's employees, including compliance with Social
27 Security, withholding, and all other regulations governing such matters. As between COUNTY and
28 HCC, should the Interns be deemed employees, by any governmental or regulatory body, the Interns

1 shall be the employees of HCC. It is acknowledged that during the term of this Agreement, HCC may
2 be providing services to others unrelated to the COUNTY or to this Agreement.

3 7. **MODIFICATION**

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

6 8. **NON-ASSIGNMENT**

7 Neither party shall assign, transfer or subcontract this Agreement nor their rights or
8 duties under this Agreement without the prior written consent of the other party.

9 9. **HOLD-HARMLESS**

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

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

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1 **10. INSURANCE**

2 Without limiting the COUNTY's right to obtain indemnification from HCC or any third
3 parties, HCC, at its sole expense, shall maintain in full force and effect the following insurance
4 policies throughout the term of this Agreement:

5 A. Commercial General Liability

6 Commercial General Liability Insurance with limits of not less than One Million
7 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million
8 Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.
9 COUNTY may require specific coverage including completed operations,
10 product liability, contractual liability, Explosion, Collapse, and Underground
11 (XCU), fire legal liability or any other liability insurance deemed necessary
12 because of the nature of the Agreement.

13 HCC shall ensure that each student who participates in COUNTY's internship
14 program procures and maintains in force during the term of this agreement or
15 internship, at the students' sole cost and expense, General Liability Insurance.
16 The Policy of General Liability Insurance shall have coverage for sexual
17 harassment and abuse, property damage, bodily injury and personal injury within
18 the stated limits.

19 B. Automobile Liability

20 Comprehensive Automobile Liability Insurance with limits for bodily injury of
21 not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five
22 Hundred Thousand Dollars (\$500,000) per accident and for property damages of
23 not less than Fifty Thousand Dollars (\$50,000), or such coverage with a
24 combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage
25 should include owned and non-owned vehicles used in connection with this
26 Agreement.

27 HCC shall ensure that each student who participates in COUNTY's internship
28 program procures and maintains in force during the term of this agreement or
internship, at the students sole cost and expense, Automobile Liability Insurance.

 C. Professional Liability

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

 If students' internship is in a discipline that would normally require Professional
Liability Insurance, HCC shall ensure that each student procures and maintains
in force during the term of the internship, at students sole cost and expense,

1 Professional Liability Insurance in amounts reasonably necessary to protect the
2 student against liability arising from any and all negligent acts or incidents
3 caused by the student.

4 D. Worker's Compensation

5 A policy of Worker's Compensation Insurance as may be required by the
6 California Labor Code. If HCC employs students as part of the program, HCC
7 shall be responsible for Worker's Compensation coverage for students when
8 participating in the program.

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

17 Within thirty (30) days from the date HCC executes this Agreement, HCC shall provide
18 certificates of insurance and endorsements as stated above for all of the foregoing policies, as required
19 herein, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, California,
20 93775, Attention: Contracts Section – 6th Floor, stating that such insurance coverage have been
21 obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be
22 responsible for any premiums on the policies; that such Commercial General Liability insurance
23 names the County of Fresno, its officers, agents and employees, individually and collectively, as
24 additional insured, but only insofar as the operations under this Agreement are concerned; that such
25 coverage for additional insured shall apply as primary insurance and any other insurance, or self-
26 insurance, maintained by the COUNTY, its officers, agents and employees, shall be excess only and
27 not contributing with insurance provided under the HCC's policies herein; and that this insurance shall
28 not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to
COUNTY.

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

1 Agreement upon the occurrence of such event.

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

5 **11. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

6 A. The parties to this Agreement shall be in strict conformance with all applicable Federal
7 and State of California laws and regulations, including but not limited to Sections 5328, 10850, and
8 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and 431,300 *et seq.* of Title 42, Code
9 of Federal Regulations (CFR), Section 56 *et seq.* of the California Civil Code, and the Health
10 Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 D *et*
11 *seq.* of Title 42, United States Code (USC) and its implementing regulations, including, but not limited
12 to Title 45, CFR, Sections 142, 160, 162, and 164, The Health Information Technology for Economic
13 and Clinical Health Act (HITECH) regarding the confidentiality and security of patient information,
14 and the Genetic Information Nondiscrimination Act (GINA) of 2008 regarding the confidentiality of
genetic information.

15 Except as otherwise provided in this Agreement, HCC, as a Business Associate of
16 COUNTY, may use or disclose Protected Health Information (PHI) to perform functions, activities or
17 services for or on behalf of COUNTY, as specified in this Agreement, provided that such use or
18 disclosure shall not violate the Health Insurance Portability and Accountability Act (HIPAA), USC
19 1320d *et seq.* The uses and disclosures of PHI may not be more expansive than those applicable to
20 COUNTY, as the "Covered Entity" under the HIPAA Privacy Rule (45 CFR 164.500 *et seq.*), except as
21 authorized for management, administrative or legal responsibilities of the Business Associate.

22 B. HCC, including its subcontractors and employees, shall protect, from unauthorized
23 access, use, or disclosure of names and other identifying information, including genetic information,
24 concerning persons receiving services pursuant to this Agreement, except where permitted in order to
25 carry out data aggregation purposes for health care operations [45 CFR Sections 164.504 (e)(2)(i),
26 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i)] This pertains to any and all persons receiving services
27 pursuant to a COUNTY funded program. This requirement applies to electronic PHI. HCC shall not
28 use such identifying information or genetic information for any purpose other than carrying out HCC's
obligations under this Agreement.

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

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

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

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

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

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

28 G. HCC shall report to COUNTY, in writing, any knowledge or reasonable belief that there
has been unauthorized access, viewing, use, disclosure, security incident, or breach of unsecured PHI
not permitted by this Agreement of which it becomes aware, immediately and without reasonable delay

1 and in no case later than two (2) business days of discovery. Immediate notification shall be made to
2 COUNTY's Information Security Officer and Privacy Officer and COUNTY's DPH
3 HIPAA Representative, within two (2) business days of discovery. The notification shall include, to
4 the extent possible, the identification of each individual whose unsecured PHI has been, or is
5 reasonably believed to have been, accessed, acquired, used, disclosed, or breached. HCC shall take
6 prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized
7 disclosure required by applicable Federal and State Laws and regulations. HCC shall investigate such
8 breach and is responsible for all notifications required by law and regulation or deemed necessary by
9 COUNTY and shall provide a written report of the investigation and reporting required to COUNTY's
10 Information Security Officer and Privacy Officer and COUNTY's DPH HIPAA Representative. This
11 written investigation and description of any reporting necessary shall be postmarked within the thirty
12 (30) working days of the discovery of the breach to the addresses below:

13 County of Fresno
14 Dept. of Public Health
15 HIPAA Representative
16 (559) 600-6439
17 P.O. Box 11867
18 Fresno, CA 93775

13 County of Fresno
14 Dept. of Public Health
15 Privacy Officer
16 (559) 600-6405
17 P.O. Box 11867
18 Fresno, CA 93775

13 County of Fresno
14 Information Technology Services
15 Information Security Officer
16 (559) 600-5800
17 2048 N. Fine Street
18 Fresno, CA 93727

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

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

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1 I. Safeguards

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

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

17 1. Passwords must not be:

18 a. Shared or written down where they are accessible or recognizable
19 by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;

20 b. A dictionary word; or

21 c. Stored in clear text

22 2. Passwords must be:

23 a. Eight (8) characters or more in length;

24 b. Changed every ninety (90) days;

25 c. Changed immediately if revealed or compromised; and

26 d. Composed of characters from at least three (3) of the following

27 four (4) groups from the standard keyboard:

28 1) Upper case letters (A-Z);

 2) Lowercase letters (a-z);

 3) Arabic numerals (0 through 9); and

1 4) Non-alphanumeric characters (punctuation symbols).

2 HCC shall implement the following security controls on each workstation or
3 portable computing device (e.g., laptop computer) containing confidential,
4 personal, or sensitive data:

- 5 1. Network-based firewall and/or personal firewall;
- 6 2. Continuously updated anti-virus software; and
- 7 3. Patch management process including installation of all operating
8 system/software vendor security patches.

9 HCC shall utilize a commercial encryption solution that has received FIPS 140-2
10 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic media
11 (including, but not limited to, compact disks and thumb drives) and on portable computing devices
12 (including, but not limited to, laptop and notebook computers).

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

19 J. Mitigation of Harmful Effects

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

24 K. HCC's Subcontractors

25 HCC shall ensure that any of its contractors, including subcontractors, if
26 applicable, to whom HCC provides PHI received from or created or received by HCC on behalf of
27 COUNTY, agree to the same restrictions, safeguards, and conditions that apply to HCC with respect to
28 such PHI and to incorporate, when applicable, the relevant provisions of these provisions into each

1 subcontract or sub-award to such agents or subcontractors.

2 L. Employee Training and Discipline

3 HCC shall train and use reasonable measures to ensure compliance with the
4 requirements of these provisions by employees who assist in the performance of functions or activities
5 on behalf of COUNTY under this Agreement and use or disclose PHI and discipline such employees
6 who intentionally violate any provisions of these conditions, including termination of employment.

7 M. Termination for Cause

8 Upon COUNTY's knowledge of a material breach of these provisions by HCC,
9 COUNTY shall either:

10 1. Provide an opportunity for HCC to cure the breach or end the violation
11 and terminate this Agreement if HCC does not cure the breach or end the violation within the time
12 specified by COUNTY; or

13 2. Immediately terminate this Agreement if HCC has breached a material
14 term of these provisions and cure is not possible.

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

18 N. Judicial or Administrative Proceedings

19 COUNTY may terminate this Agreement in accordance with the terms and
20 conditions of this Agreement as written hereinabove, if: (1) HCC is found guilty in a criminal
21 proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) there is
22 a finding or stipulation that the HCC has violated a privacy or security standard or requirement of the
23 HITECH Act, HIPAA or other security or privacy laws in an administrative or civil proceeding in
24 which the HCC is a party.

25 O. Effect of Termination

26 Upon termination or expiration of this Agreement for any reason, HCC shall
27 return or destroy all PHI received from COUNTY (or created or received by HCC on behalf of
28 COUNTY) that HCC still maintains in any form, and shall retain no copies of such PHI. If return or

1 destruction of PHI is not feasible, it shall continue to extend the protections of these provisions to such
2 information, and limit further use of such PHI to those purposes that make the return or destruction of
3 such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or
4 agents, if applicable, of HCC. If HCC destroys the PHI data, a certification of date and time of
5 destruction shall be provided to the COUNTY by HCC.

6 P. Disclaimer

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

12 Q. Amendment

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

22 R. No Third-Party Beneficiaries

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

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1 S. Interpretation

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

6 T. Regulatory References

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

9 U. Survival

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

12 V. No Waiver of Obligations

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

16 **12. NO EMPLOYMENT GUARANTEES**

17 HCC and COUNTY acknowledge and agree that although COUNTY may employ Intern
18 at some future date, neither HCC nor COUNTY has made any statement, representation or offer to
19 Intern guaranteeing Intern employment with COUNTY based upon Intern's participation in, or
20 completion of, the Internship Program. The Internship Program is not a recruiting mechanism for
21 COUNTY and the Internship Program is not intended to screen potential applicants for future
22 employment opportunities with the COUNTY. After the internship period has expired, COUNTY may
23 consider qualified Interns for future employment opportunities.

24 **13. NON-DISCRIMINATION**

25 During the performance of this Agreement, CONTRACTOR shall not unlawfully
26 discriminate against any employee or applicant for employment, or recipient of services, because of
27 race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical
28 condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,

sexual orientation, and military or veteran status, pursuant to all applicable State of California and Federal statutes and regulations.

14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

Members of HCC's Board of Directors shall disclose any self-dealing transactions that they are a party to while HCC is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which HCC 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, attached hereto as part of Exhibit A and incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

15. 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 HCC by the COUNTY, including but not limited to the following:

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

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

- 1) HCC 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

1 4) A secure connection is used.

2 B. HCC-Owned Computers or Computer Peripherals

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

9 C. COUNTY-Owned Computer Equipment

10 HCC or anyone having an employment relationship with the COUNTY, may not
11 use COUNTY computers or computer peripherals on non-COUNTY premises without prior
12 authorization from the COUNTY's Chief Information Officer, and/or designee(s).

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

15 E. HCC shall be responsible to employ strict controls to ensure the integrity and
16 security of COUNTY's confidential information and to prevent unauthorized access, viewing, use or
17 disclosure of data maintained in computer files, program documentation, data processing systems, data
18 files and data processing equipment which stores or processes COUNTY data internally and
19 externally.

20 F. Confidential client information transmitted to one party by the other by means of
21 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of
22 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

23 G. HCC is responsible to immediately notify COUNTY of any violations, breaches
24 or potential breaches of security related to COUNTY's confidential information, data maintained in
25 computer files, program documentation, data processing systems, data files and data processing
26 equipment which stores or processes COUNTY data internally or externally.

27 H. COUNTY shall provide oversight to HCC's response to All Incidents arising
28 from a possible breach of security related to COUNTY's confidential client information provided to

1 HCC. HCC will be responsible to issue any notification to affected individuals as required by law or
2 as deemed necessary by COUNTY in its sole discretion. HCC will be responsible for all costs
3 incurred as a result of providing the required notification. As used herein, "All Incidents" refers only
4 to those incidents which are within HCC's control (e.g. incidents involving its employees and/or
5 subcontractors).

6 **16. AUDITS AND INSPECTIONS**

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

12 **17. NOTICES**

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

15 COUNTY

16 Director, County of Fresno
17 Department of Public Health
18 P.O. Box 11867
Fresno, CA 93775

HCC

Immaculate Cantos, Vice President
Health Career Connection
300 Frank H. Ogawa Plaza, Suite 243
Oakland, CA 94612

19 Any and all notices between the COUNTY and the HCC provided for or permitted under
20 this Agreement or by law shall be in writing and shall be deemed duly served when personally
21 delivered to one of the parties, or in lieu of such personal service, when deposited in the United States
22 Mail, postage prepaid, addressed to such party.

23 **18. GOVERNING LAW**

24 The parties agree, that for the purposes of venue, performance under this Agreement is
25 to be in Fresno County, California.

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

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1 **19. SEVERABILITY**

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

4 **20. ENTIRE AGREEMENT**

5 This Agreement, including all Exhibits, constitutes the entire agreement between the
6 HCC and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement
7 negotiations, proposals, commitments, writings, advertisements, publications, and understanding of
8 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.

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4 **HCC:**
5 **HEALTH CAREER CONNECTION**

6 By  _____

7 Print Name: Immaculate Cantos

8 Title: Vice President

9
10 Date: 5/17/17

11
12 By _____

13 Print Name: _____


14 Title: _____

15 Secretary (of Corporation), or
16 any Assistant Secretary, or
17 Chief Financial Officer, or
18 any Assistant Treasurer

19 Date: _____

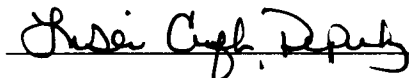
20
21
22 Mailing Address:
23 300 Frank H. Ogawa Plaza, Suite 243
24 Oakland, CA 94612
25 Phone #: (866) 579-4442 Fax: (866) 966-9462
26 Contact: Immaculate Cantos, Vice President
27
28

COUNTY OF FRESNO:

By  _____
Chairman, Board of Supervisors

Date: 6/20/2017

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By  _____

Date: 6/20/2017

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

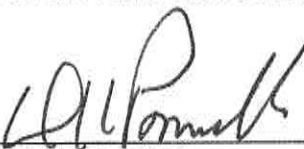
1 APPROVED AS TO LEGAL FORM:
2 DANIEL C. CEDERBORG, COUNTY COUNSEL

3
4 By



7
8 REVIEWED AND RECOMMENDED FOR APPROVAL:

9
10 By



11 David Pomaville
12 Director
13 Department of Public Health
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15
16

17 Fund/Subclass: 0001/10000
18 Organization: 56201500

19 Account #:

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21 KS
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SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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



**ACKNOWLEDGEMENT REGARDING INTERN STATUS
WITHIN THE COUNTY OF FRESNO**

I understand and accept that any individual who is engaged as an intern with the County of Fresno is not an employee of the County, and will not be compensated in any manner by the County, will not be eligible for any County employee benefits, and will not be covered by County's Worker's Compensation insurance.

INTERN'S SIGNATURE

Date

INTERN'S NAME (Print)