

AGREEMENT

THIS AGREEMENT is made and entered into this 18h day of June, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **WEST HILLS COMMUNITY COLLEGE DISTRICT**, whose address is 9900 Cody Street, Coalinga, California 93210, hereinafter referred to as "COLLEGE".

WITNESSETH:

WHEREAS, COLLEGE has approved various educational training programs that require facilities to provide clinical and field experience for required learning experiences for its students;

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), maintains and operates facilities suitable for furnishing such clinical and field experience;

WHEREAS, it is to the mutual benefit of the parties hereto that personnel and students of COLLEGE use such facilities of COUNTY for their clinical and field experience; and

WHEREAS, those students participating in the following COLLEGE departments/programs are subject to this Agreement:

1. Psychiatric Technician Program
2. Nursing Program

Other COLLEGE programs may be added to this Agreement upon the written consent of the COUNTY DBH Director, or designee, and the COLLEGE.

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

1. RESPONSIBILITIES OF COLLEGE

A. COUNTY's DBH Director, or designee, shall have sole authority as to how many placements for internships shall be made available to COLLEGE during each term of this Agreement. COLLEGE agrees that each participating student and/or instructor from COLLEGE shall be in compliance with COUNTY's health clearance requirements. Prior to the first clinical rotation of each student and/or instructor at COUNTY's facilities, COLLEGE must provide COUNTY proof that each student and/or instructor assigned to COUNTY meets COUNTY's health clearance requirements, including, but not limited to:

1 1) Hepatitis B Vaccination Series - Since the work may lead to a
2 reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other
3 potentially infectious materials, each student and/or instructor must have received Hepatitis B
4 vaccination series prior to commencing placement at COUNTY; or

5 2) Hepatitis B Vaccine Declination Form - In lieu of student and/or
6 instructor certifying to COUNTY that the student has been vaccinated for Hepatitis B, COUNTY will
7 accept from each student and/or instructor a form declining the Hepatitis B vaccination. The
8 declination form shall comply with the requirements of 29 Code of Federal Regulations, section
9 1910.1030, as set forth in attachment A, by this reference incorporated herein. Student and/or
10 instructor may use COUNTY's Hepatitis B Vaccine Declination Form, identified as Exhibit A, attached
11 hereto and by this reference incorporated herein, to meet the above requirements; and

12 3) Providing proof of a negative skin test for tuberculosis (TB) within the
13 past twelve (12) months. For positive TB skin test within the past twelve (12) months, an initial
14 assessment and yearly assessment for signs and symptoms of disease will be required; and

15 4) Providing Measles, Mumps, and Rubella (MMR) or serological evidence
16 of immunity to rubella or rubeola; and

17 5) Providing proof of fulfillment of OSHA Blood-borne Pathogen Standards
18 (mandated training and post-exposure follow-up); and

19 6) Providing any other health clearance requirements as may be mandated
20 during the term of this Agreement by COUNTY due to licensing regulations and/or requirements.

21 B. COUNTY and COLLEGE mutually recognize that the health clearance
22 requirements identified above may be different and/or may change, as determined by COUNTY,
23 depending upon classification of student and/or instructor and the type of work performed in addition
24 to potential patient exposure.

25 C. COLLEGE recognizes that the clinical and field education programs conducted
26 pursuant to the terms and conditions of this Agreement are educational programs of COLLEGE and
27 not of COUNTY, and that students participating in COLLEGE's programs shall at all times be under
28 the exclusive jurisdiction of COLLEGE.

1 D. COLLEGE shall designate students enrolled in the various educational training
2 programs of COLLEGE to be assigned for clinical and field experience at COUNTY facilities, in such
3 numbers to be mutually agreed upon by both COUNTY and COLLEGE.

4 E. COLLEGE shall establish a rotational plan for the learning experience available
5 at COUNTY facilities and shall schedule the students in conformity with the calendar of COLLEGE's
6 academic year and with the curriculum of the educational programs of COLLEGE; provided, however,
7 that the specific COUNTY patient care areas to be utilized by COLLEGE shall be selected
8 subsequently by mutual agreement between COUNTY's DBH Director, or designee, and COLLEGE's
9 chairpersons or duly authorized representatives of the various departments/programs listed in the
10 "Witneseth" section above. Other COLLEGE programs may be added to this Agreement upon the
11 written consent of the COUNTY DBH Director, or designee, and the COLLEGE.

12 F. COLLEGE shall supervise all instruction of the clinical and field experience
13 given at COUNTY facilities to assigned students and shall provide the necessary instructors for
14 educational training programs provided for under this Agreement.

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

17 H. COLLEGE shall require students to act professionally and appropriately while at
18 COUNTY facilities.

19 I. COLLEGE shall require every student to conform to all applicable COUNTY
20 policies, procedures, regulations, and all requirements and restrictions specified jointly by
21 representatives of COLLEGE and COUNTY.

22 J. COLLEGE shall require its instructors to notify COUNTY's DBH Director, or
23 designee, as appropriate in advance of student placement regarding:

24 1) Locations, dates, times and the number of hours or changes thereof,
25 regarding student availability for clinical or field assignment; and

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

28 K. COLLEGE shall, in consultation and coordination with COUNTY's DBH

1 Director, or designee, arrange for periodic conferences between appropriate representatives of
2 COLLEGE and COUNTY to evaluate the clinical and field experience programs provided under this
3 Agreement.

4 L. COLLEGE shall provide and be responsible for the use and control of its
5 educational supplies, materials and equipment used for instruction during the clinical and field
6 experience programs.

7 M. COLLEGE shall distribute to each student a statement, which explains the
8 hazards of drug abuse in their profession.

9 N. COLLEGE shall provide for an introductory orientation of students assigned to
10 COUNTY facilities, which shall provide an overview of the clinical and field assignment(s) and the
11 terms and conditions of student placement at COUNTY facilities.

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

18 P. COLLEGE agrees to complete an evaluation of each student at least once
19 during a specific program period.

20 Q. COLLEGE shall allow COUNTY program managers and other designated
21 personnel to attend meetings of COLLEGE's faculty, or any committee thereof, to coordinate the
22 clinical and field experience programs provided under this Agreement and to designate lines of
23 authority and communication for coordination of relations between COUNTY personnel and
24 COLLEGE instructors.

25 R. COLLEGE's employees, agents and students shall abide by the provisions of
26 State of California law relating to confidentiality of medical records, further described in Paragraph
27 Eleven (11) of this Agreement, and any person knowingly and intentionally violating the provisions of
28 State of California law may be guilty of a misdemeanor.

1 S. COLLEGE's employees, agents and students shall be issued COUNTY
2 identification badges, which must be worn only at COUNTY facilities while participating in the clinical
3 and field experience programs, pursuant to the terms and conditions of this Agreement.

4 T. COLLEGE will ensure each participating student referred for program
5 participation has adequate transportation and proof of auto insurance as participating students will
6 not be permitted to operate COUNTY vehicles to perform activities related to this Agreement.
7 COLLEGE will provide proof of Worker's Compensation coverage for its employees for injury during
8 clinical and field experience.

9 U. COLLEGE acknowledges that select students shall be required to have
10 fingerprinting performed prior to entry to certain facilities.

11 V. COLLEGE acknowledges that services performed in certain COUNTY detention
12 facilities shall be performed in accordance to Exhibit B, "No Hostage Facility," attached hereto and
13 incorporated herein by this reference.

14 W. COLLEGE's students shall purchase food or bring food with them; no special
15 arrangement for food will be made.

16 **2. RESPONSIBILITIES OF COUNTY**

17 A. COUNTY shall permit each student who is designated by COLLEGE, pursuant
18 to Paragraph 1.C. of this Agreement, to receive clinical and field experience at appropriate COUNTY
19 facilities at an agreed (between COUNTY and COLLEGE) number of hours, and shall furnish and
20 permit students and/or instructors free access to appropriate COUNTY facilities for such clinical and
21 field experience, subject to the terms and conditions of this Agreement.

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

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

1 D. COUNTY shall provide to students and instructors taking part in the clinical and
2 field experience (subject to space limitations) the following facilities:

3 1) A conference type room or office space suitably furnished for
4 COLLEGE's instructors and faculty to conduct clinical and/or field classes;

5 2) A storage area for instructional materials and supplies;

6 3) Shelf space for books and other space for the use of COLLEGE's
7 students and instructors; and

8 4) Restroom facilities and appropriate space for changing and storage of
9 uniforms.

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

15 F. COUNTY shall permit and encourage members of its resident staff and/or
16 attending medical staff to participate in the instructional phase of COLLEGE's clinical and field
17 experience programs.

18 G. COUNTY shall permit its various program directors and other designated
19 personnel to attend meetings of COLLEGE's faculty, or any committee thereof, to coordinate the
20 clinical and field experience programs provided for under this Agreement, and to designate lines of
21 authority and communication for coordination of relations between COLLEGE instructors and
22 COUNTY personnel.

23 H. COUNTY shall provide an introductory orientation for COLLEGE instructors and
24 faculty staff, which shall provide an overview of COUNTY facilities, field and experience programs,
25 and the terms and conditions of student placement at COUNTY's facilities.

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

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

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

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

3. TERM

This Agreement shall become effective the 1st day of July, 2019 and shall terminate on the 30th day of June, 2022.

This Agreement shall automatically be extended for two (2) additional twelve (12) month periods upon the same terms and conditions herein set forth, unless written notice of non-renewal is given by COLLEGE or COUNTY or COUNTY's DBH Director, or designee, not later than sixty (60) days prior to the close of the current Agreement term.

4. TERMINATION

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

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

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

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

1 **5. COMPENSATION**

2 The clinical and field education programs conducted pursuant to the terms and
3 conditions of this Agreement shall be performed without the payment of any monetary consideration
4 by COLLEGE or COUNTY, one to the other, or by or to any student participating in said clinical
5 training programs.

6 **6. INDEPENDENT CONTRACTOR**

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

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

26 **7. MODIFICATION**

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

1 **8. NON-ASSIGNMENT**

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

4 **9. HOLD-HARMLESS**

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

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

21 **10. INSURANCE**

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

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1 A. Commercial General Liability

2 Commercial General Liability Insurance with limits of not less than Two Million
3 Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million
4 Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis.
5 COUNTY may require specific coverage including completed operations,
6 product liability, contractual liability, Explosion, Collapse, and Underground
7 (XCU), fire legal liability or any other liability insurance deemed necessary
8 because of the nature of this Agreement.

9 B. Automobile Liability

10 Comprehensive Automobile Liability Insurance with limits of not less than One
11 Million Dollars (\$1,000,000.00) per accident for bodily injury and for property
12 damages. Coverage should include any auto used in connection with this
13 Agreement.

14 C. Professional Liability

15 If COLLEGE employs licensed professional staff (e.g. Ph.D., R.N., L.C.S.W.,
16 M.F.T.) in providing services, Professional Liability Insurance with Limits of not
17 less than One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars
18 (\$3,000,000) annual aggregate. COLLEGE shall ensure that each student who
19 participates in COUNTY's "covered functions" (as defined by the HIPAA
20 regulations at 45 C.F.R. §164.501) is provided with and maintains in force
21 during the term of this Agreement, Professional Liability Insurance in amounts
22 reasonably necessary to protect the student against liability arising from any and
23 all negligent acts or incidents caused by the student. Coverage under such
24 professional liability insurance shall not be less than One Million Dollars
25 (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual
26 aggregate. This policy shall include Limited General Liability coverage for sexual
27 harassment and abuse, standards of care, property damage, bodily injury, and
28 personal injury within the stated limits.

29 D. Worker's Compensation

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

33 E. Child Abuse/Molestation and Social Services Coverage

34 COLLEGE shall have either separate policies or umbrella policy with
35 endorsements covering Child Abuse/Molestation and Social Services Liability
36 coverage or have a specific endorsement on their General Commercial liability
37 policy covering Child Abuse/Molestation and Social Services Liability. The
38 policy limits for these policies shall be \$1,000,000 per occurrence with
39 \$2,000,000 annual aggregate. This policy shall be issued on a per occurrence
40 basis.

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1 Additional Requirements Relating to Insurance

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

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

14 Within thirty (30) days from the date COLLEGE signs this Agreement, COLLEGE shall
15 provide certificates of insurance and endorsements as stated above for all of the foregoing policies,
16 as required herein, to the County of Fresno, Department of Behavioral Health, 4441 East Kings
17 Canyon Road, Fresno, California, 93702, Attention: Contracts Section, stating that such insurance
18 coverages have been obtained and are in full force; that the County of Fresno, its officers, agents and
19 employees will not be responsible for any premiums on the policies; that such Commercial General
20 Liability insurance names the County of Fresno, its officers, agents and employees, individually and
21 collectively, as additional insured, but only insofar as the operations under this Agreement are
22 concerned; that such coverage for additional insured shall apply as primary insurance and any other
23 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be
24 excess only and not contributing with insurance provided under COLLEGE's policies herein; and that
25 this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
26 written notice given to COUNTY.

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

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

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

8 COUNTY and COLLEGE each consider and represent themselves as covered entities
9 as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-
10 191(HIPAA) and agree to use and disclose protected health information as required by law.

11 COUNTY and COLLEGE acknowledge that the exchange of protected health
12 information between them is only for treatment, payment, and health care operations.

13 COUNTY and COLLEGE intend to protect the privacy and provide for the security of
14 Protected Health Information (PHI) pursuant to the Agreement in compliance with HIPAA, the Health
15 Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH), and
16 regulations promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA
17 Regulations) and other applicable laws.

18 As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require
19 COLLEGE to enter into a contract containing specific requirements prior to the disclosure of PHI, as
20 set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of
21 Federal Regulations (CFR).

22 **12. DATA SECURITY**

23 For the purpose of preventing the potential loss, misappropriation or inadvertent
24 disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY
25 resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter into a
26 contractual relationship with the COUNTY for the purpose of providing services under this Agreement
27 must employ adequate data security measures to protect the confidential information provided to the
28 COLLEGE by the COUNTY, including but not limited to the following:

1 A. COLLEGE-Owned Mobile, Wireless, or Handheld Devices

2 COLLEGE may not connect to COUNTY networks via personally-owned mobile,
3 wireless or handheld devices except: 1) when authorized by COUNTY for telecommuting purposes; 2)
4 if virus protection software currency agreements are in place; and 3) if a secure connection is used.

5 B. COLLEGE-Owned Computers or Computer Peripherals

6 COLLEGE may not bring COLLEGE-owned computers or computer peripherals
7 into the COUNTY for use without prior authorization from the COUNTY's Chief Information Officer, or
8 designee(s), including but not limited to mobile storage devices. If approved to be transferred, data
9 must be stored on a secure server approved by the COUNTY and transferred by means of a virtual
10 private network (VPN) connection or another type of secure connection.

11 C. COUNTY-Owned Computer Equipment

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

15 D. COLLEGE may not store COUNTY's private, confidential or sensitive data on
16 any hard-disk drive.

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

21 F. Confidential client information transmitted to one party by the other by means of
22 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of
23 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

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

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1 H. In the event of a breach of security related to COUNTY's confidential client
2 information provided to COLLEGE, COUNTY will manage the response to the incident; however,
3 COLLEGE will be responsible to issue any notification to affected individuals as required by law or as
4 deemed necessary by COUNTY in its sole discretion. COLLEGE will be responsible for all costs
5 incurred as a result of providing said required notification.

6 **13. NON-DISCRIMINATION**

7 During the performance of this Agreement, COLLEGE, and its employees, agents and
8 students shall not unlawfully discriminate against any employee or applicant for employment, or
9 recipient of services, because of ethnic group identification, gender, gender identity, gender
10 expression, sexual orientation, color, physical disability, mental disability, medical condition, national
11 origin, race, ancestry, marital status, religion or religious creed, pursuant to all applicable State of
12 California and Federal statutes and regulations.

13 **14. AUDITS AND INSPECTIONS**

14 COLLEGE shall at any time during business hours, and as often as COUNTY may
15 deem necessary, make available to COUNTY for examination all of its records and data with respect
16 to the matters covered by this Agreement. COLLEGE shall, upon request by COUNTY, permit
17 COUNTY to audit and inspect all such records and data necessary to ensure COLLEGE compliance
18 with the terms of this Agreement.

19 **15. NOTICES**

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

22 COUNTY

23 Director, County of Fresno
24 Department of Behavioral Health
25 4441 E. Kings Canyon
Fresno, CA 93702

COLLEGE

Director of Health Careers
West Hills Community College District
9900 Cody Street
Coalinga, CA 93210

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

1 **16. GOVERNING LAW**

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

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

6 **17. SEVERABILITY**

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

9 **18. SELF-DEALING TRANSACTION DISCLOSURE (FINANCIAL)**

10 Members of the COLLEGE'S Board of Directors shall disclose any self-dealing transactions
11 that they are party to while COLLEGE is providing goods or performing services under this
12 Agreement. A self-dealing transaction shall mean a transaction to which the COLLEGE is a party and
13 in which one or more of its directors has a material financial interest. Members of the Board of
14 Directors shall disclose any self-dealing transaction that they are a party to by completing and signing
15 a *Self-Dealing Transaction Disclosure Form* (Exhibit C, which attached hereto and incorporated
16 herein) and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
17 immediately after.

18 **19. ENTIRE AGREEMENT**

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

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

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4 COLLEGE:
5 WEST HILLS COMMUNITY
6 COLLEGE DISTRICT

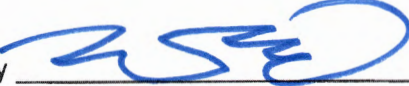
7 By 

8 Print Name: Richard Storti

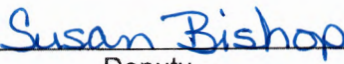
9 Title: Deputy Chancellor

10 Date: 5-9-19

COUNTY OF FRESNO

By 
Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

11 ATTEST:
12 Bernice E. Seidel
13 Clerk of the Board of Supervisors
14 County of Fresno, State of California

By 
Deputy

15 Mailing Address:
16 9900 Cody Street
17 Coalinga, CA 93210
18 Phone No.: (559) 925-3490
19 Contact: Director of Health Careers

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21
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23
24
25 Fund/Subclass: 0001/10000
26 Organization: 56302003
27 Account #: 7295

28 FT

HEPATITIS B VACCINE DECLINATION

I understand that due to my occupational exposure to blood or other potentially infectious materials, I may be at risk of acquiring Hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with Hepatitis B vaccine, at the expense of the sponsoring COLLEGE department/program; however, I decline Hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease.

_____	_____	_____
Print Name	Job Title	Department

_____	_____
Signature	Date

***If I continue to have occupational exposure to blood and other potentially infectious material, I understand that I have the option to receive the Hepatitis B vaccination series at a later date, at the expense of the sponsoring COLLEGE department/program.

NO HOSTAGE FACILITY

SECURITY: COUNTY's Juvenile Justice Campus, Fresno County South Annex Jail, Fresno County North Annex Jail, Fresno County Main Jail and Fresno County Satellite Jail are no hostage facilities operated by the County's Sheriff and Probation Departments.

The security of each Detention Facility is paramount and takes precedence over all processes. Before the start of any work, COLLEGE and any subcontractors shall review with a representative of the Sheriff's Department, Probation Department and COUNTY Coordinator, the proposed process and how his work will interface with the respective Detention Facility's operations. The Detention Facility's operations shall take precedence. COLLEGE shall perform his work in accordance with the procedures established by the Sheriff's and Probation Departments. Should any revisions to any procedures become necessary, such revisions shall be reviewed and approved by Sheriff's Department or Probation Department and the COUNTY Coordinator before execution of such revisions. Exit facilities, distress warning devices and similar devices and equipment shall remain operable at all times in accordance with regulations of the State Fire Marshall.

COLLEGE shall plan and execute his work in such a manner so as to prevent a breach of the Detention Facilities' Security or allowing an inmate to escape. This maintenance of security shall remain in effect for the duration of the project.

COLLEGE shall be responsible for preventing the introduction of any material or equipment into the facility that could be deemed contraband. Such contraband shall include, but not be limited to, tools, equipment, supplies, construction waste, and construction materials.

Only tools, supplies and equipment necessary to complete a given task shall be taken into an inmate occupied space. Such tools, supplies, and materials shall be inventoried in and out of the secured area by COLLEGE. Any discrepancy shall be called to the attention of the Sheriff's Department or Probation Department representative immediately.

The Sheriff's Department or Probation Department may want to limit the number of individuals in any one area at one time. Only individuals with proper identification as issued by the Sheriff's Department shall be allowed into the work area within the Detention Facilities. The appropriate identification will be issued on an as needed basis.

The Detention Facilities have no "Off Hours". COLLEGE shall confer with the Sheriff's Department's representative and COUNTY DBH Coordinator on a case by case basis for all work to be performed outside normal hours.

Any violations of security procedures which result in extraordinary man hour expenditures by COUNTY, such as for unscheduled searches to retrieve contraband or man hour costs expended to report and/or recapture an escapee, will be the responsibility of the COLLEGE.

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:	