

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this 9th day of July, 2019, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of the UNIVERSITY OF CALIFORNIA, SAN FRANCISCO (UCSF) SCHOOL OF MEDICINE – FRESNO MEDICAL EDUCATION PROGRAM**, a California Constitutional Corporation, whose address is 155 North Fresno Street, Fresno, California 93701, hereinafter referred to as "SCHOOL" (collectively the "parties").

WITNESSETH:

WHEREAS, SCHOOL conducts the Longitudinal Integrated Fresno Experience (LIFE) program, which is a fully integrated clinical clerkship designed to address the core competencies for Family and Community Medicine, Internal Medicine, Neurology and Psychiatry provided for UCSF third year medical students (hereafter collectively referred to as "STUDENTS") and desires access to facilities in which its STUDENTS can obtain broader clinical learning experiences; and

WHEREAS, COUNTY maintains facilities which can be used to furnish clinical learning experiences to STUDENTS and desires to have said facilities so used; and

WHEREAS, the Liaison Committee on Medical Education ("LCME") establishes and oversees the requirements for the education of medical students; and

WHEREAS, it is in the mutual interest and benefit of the parties that STUDENTS obtain their clinical experience at COUNTY's facilities in accordance with the requirements of LCME.

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

1. RESPONSIBILITIES OF SCHOOL

SCHOOL shall:

A. Establish the educational goals and objectives of its LIFE clinical experience program in a manner consistent with the standards and requirements set forth by SCHOOL and the requirements of LCME. Such goals and objectives shall reflect SCHOOL's commitment to providing the highest quality in education and training programs to STUDENTS.

1 B. Ensure that its LIFE clinical experience program provides appropriate
2 supervision for all STUDENTS, as well as a duty hours schedule and work environment that is
3 consistent with proper patient care, the educational needs and physical and emotional well-being of
4 STUDENTS, and the applicable requirements of the LCME.

5 C. Recruit and select STUDENTS who are appropriately credentialed, licensed, or
6 otherwise authorized to participate in SCHOOL's LIFE clinical experience program(s) which is the
7 subject of this Agreement (hereafter referred to as "Program").

8 D. SCHOOL shall designate a member of SCHOOL's faculty to provide
9 coordination, oversight and direction of STUDENTS' educational activities and assignments while at
10 COUNTY's facilities (hereafter "Program Director" or "SCHOOL's Program Director"). The Program
11 Director shall also act as liaison with COUNTY. During the period in which a STUDENT is assigned to
12 the COUNTY, the STUDENT shall be under the ultimate direction and control of the SCHOOL's
13 Program Director or, in the Program Director's absence, his/her designee(s).

14 E. Cooperate with COUNTY in coordinating and reviewing work schedules of
15 STUDENTS while at COUNTY. The parties agree that such schedules shall reflect SCHOOL's
16 educational mission and shall not be compromised by an excessive reliance on STUDENTS to fulfill
17 institutional service obligations.

18 F. Ensure, in cooperation with COUNTY, that STUDENTS assume progressively
19 increasing responsibility according to their levels of education, ability, and experience. SCHOOL shall
20 determine the appropriate level of responsibility accorded to each STUDENT.

21 G. Provide the names of STUDENTS and their assignments to COUNTY
22 sufficiently in advance to allow for convenient planning of duty schedules.

23 H. Develop and implement a mechanism for determining evaluation of the
24 performance of STUDENTS to include, where appropriate, input from COUNTY.

25 I. Maintain records and reports concerning the education of STUDENTS and of
26 STUDENTS' time spent in the various educational activities referred to in this Agreement, as may be
27 required by SCHOOL, LCME and/or for compliance with the regulations, guidelines, and policies of
28 third-party payors.

1 J. Require assigned STUDENTS to:

2 1. Comply with: COUNTY's applicable Medical Staff Bylaws & Rules and
3 Regulations; COUNTY's policies, procedures and guidelines; state and federal laws and regulations;
4 the standards and regulations of The Joint Commission ("TJC") and the LCME; and the ethical
5 standards of the American Medical Association;

6 2. Participate, to the extent scheduled or otherwise requested by COUNTY
7 and approved by SCHOOL, in activities and assignments that are of educational value and that are
8 appropriate to the course and scope of SCHOOL's Program, consistent with the requirements of the
9 LCME;

10 3. Participate, consistent with the terms of this Agreement, in quality
11 assurance and risk management activities of COUNTY designed to identify, evaluate and reduce risk
12 of patient injury;

13 4. Cooperate in the timely preparation and maintenance of a complete
14 medical record for each patient in whose care STUDENTS participate, on forms provided by the
15 COUNTY. The medical record shall, at all times, remain the property of the COUNTY.

16 5. Submit to SCHOOL the following:

- 17 a. Proof of immunization or positive serology (titer) for rubella, measles,
18 mumps, and varicella;
19 b. Evidence of Hepatitis B either positive antibody titers or immunization;
20 c. Annual proof of negative tuberculosis testing by PPD skin test. Any
21 STUDENT who has a positive PPD skin test will be required to provide
22 SCHOOL with evidence of a negative chest x-ray report taken within one
23 (1) year of his/her initial date of participation in the Program.

24 Upon COUNTY request, SCHOOL will inform each STUDENT to submit
25 copies of said documentation to COUNTY.

26 K. Upon request, provide COUNTY with a copy of SCHOOL's corporate
27 compliance program and UCSF Campus Code of Conduct (see <http://compliance.ucsf.edu/>) and
28 assign a SCHOOL representative to work with COUNTY regarding any corporate compliance issues.

COUNTY acknowledges and agrees that all SCHOOL faculty and STUDENTS must comply with the requirements of SCHOOL's corporate compliance program.

L. SCHOOL will monitor the clinical learning environment and will engage COUNTY in addressing negative influences in the learning environment where detected.

2. RESPONSIBILITIES OF COUNTY

COUNTY shall:

A. Maintain adequate staff, facilities, and SCHOOL faculty at COUNTY locations covered by this Agreement to meet the educational goals and objectives of the SCHOOL's Program, and in a manner consistent with the standards and requirements established by SCHOOL and the LCME. A list of COUNTY's sites(s) that are provided for under this Agreement is attached hereto and incorporated herein as **Exhibit A**. It is expressly agreed and understood by SCHOOL and COUNTY that STUDENTS are present at the COUNTY's facilities to participate in activities and assignments that are of educational value to STUDENTS, and that are appropriate to the course and scope of SCHOOL's Program and consistent with applicable Program and LCME requirements.

B. Structure on-call schedules for supervising faculty at COUNTY's facilities in a manner that assures the Program Director that faculty supervision is readily available to STUDENTS.

C. Provide services and develop systems to minimize the work of STUDENTS that is extraneous to their educational program.

D. Ensure that SCHOOL faculty, who are supervising medical STUDENTS at COUNTY facilities where medical staff privileges are required, obtain and maintain medical staff privileges at COUNTY's facilities.

E. Ensure that COUNTY physicians, who are supervising medical STUDENTS at COUNTY facilities where medical staff privileges are required, obtain and maintain medical staff privileges at COUNTY's facilities. COUNTY's physicians who are supervising medical students at COUNTY's facilities must qualify for, obtain and maintain a faculty appointment with SCHOOL in accordance with SCHOOL's academic review and appointment procedures. During the period in which STUDENT is assigned to the COUNTY, the STUDENT shall be under the ultimate direction and control of the SCHOOL's Program Director or, in the Program Director's absence, his/her

1 designee(s).

2 F. Ensure that COUNTY clinicians who are supervising STUDENTS at COUNTY
3 facilities are duly appointed as COUNTY employees, and are appropriately credentialed and/or
4 licensed in compliance with LCME standards. Supervisory clinicians at COUNTY's facilities who
5 supervise and manage STUDENTS' work shall do so under the ultimate direction of the School's
6 Program Director.

7 G. Cooperate with SCHOOL to ensure that STUDENTS assume progressively
8 increasing and appropriate responsibility in accordance with their levels of education, ability, and
9 experience.

10 H. Conduct formal quality assurance programs and review patient complications
11 and deaths as follows:

12 1. All STUDENTS shall receive instruction in appropriate quality
13 assurance/performance improvement. To the extent possible and in conformance with state law,
14 STUDENTS shall participate in appropriate components of COUNTY's quality
15 assurance/performance improvement program.

16 2. COUNTY shall have a medical records system that assures the
17 availability of medical records at all times and documents the course of each patient's illness and
18 care. The medical records system must be adequate to support the education of STUDENTS and
19 quality-assurance/performance improvement activities, and to provide a resource for scholarly
20 activity.

21 I. Designate, in consultation with SCHOOL, an employee of COUNTY to
22 coordinate STUDENTS' duty schedules and activities while at COUNTY's sites (hereafter "Site
23 Director"). The Site Director shall also act as liaison(s) with SCHOOL. Upon execution of this
24 Agreement, the name of COUNTY's Site Director shall be provided to SCHOOL's Program Director.

25 J. Implement duty schedules for STUDENTS in conjunction with SCHOOL's
26 Program Director and in accordance with SCHOOL's educational goals and objectives and the
27 applicable requirements of the Program and LCME, as follows:

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1 1. COUNTY shall promote the Program's educational goals by ensuring
2 that STUDENTS' learning objectives are not compromised by excessive reliance on STUDENTS to
3 fulfill institutional service obligations. The parties acknowledge and agree, however, that duty hours
4 must reflect the fact that responsibilities for continuing patient care are not automatically discharged
5 at specific times. The Program must ensure that STUDENTS are provided appropriate backup
6 support when patient care responsibilities are especially unusual, difficult or prolonged.

7 2. COUNTY shall ensure that STUDENT duty hours and on-call time
8 periods are not excessive. The structuring of duty hours and on-call schedules shall ensure a work
9 environment that is consistent with proper patient care, the educational needs and physical and
10 emotional well-being of STUDENTS, and the applicable requirements of the Program and LCME.

11 K. Protect the health and safety of STUDENTS on rotation at COUNTY's facilities
12 by providing each STUDENT with the following:

13 1. Orientation of the type and scope provided by COUNTY to its new
14 employees, including, but not limited to, information about COUNTY's security measures, fire safety
15 and disaster protocols, and any additional recommended personnel safety and security precautions;

16 2. Instruction in COUNTY's policies and procedures for infection control,
17 including the handling and disposal of needles and other sharp objects, and in COUNTY's protocols
18 for on-the-job injuries including those resulting from needlestick injuries and other exposures to blood
19 or body fluids or airborne contaminants;

20 3. First aid and other emergency treatment on-site, including, but not
21 limited to, immediate evaluation for risk of infection and appropriate follow-up care of STUDENT in
22 the event of a needlestick injury to or other exposure of STUDENT to blood or body fluids or airborne
23 contaminants. In the case of suspected or confirmed exposure to the human immuno-deficiency virus
24 (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers
25 for Disease Control ("CDC") and the community's standard of care. The initial care and administration
26 of testing and prophylactic therapy shall be paid for by COUNTY. Subsequent care shall be paid for
27 pursuant to the mutual agreement of the parties; and

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1 4. Information concerning availability of parking, meals, lockers, and
2 appropriate access to on-call rooms and bathroom/shower facilities.

3 L. Maintain required State Site Certification for all COUNTY facilities utilized under
4 this Agreement and comply with all applicable laws, regulations, The Joint Commission (TJC), and
5 LCME requirements. COUNTY shall notify SCHOOL within five days of receipt of notice that
6 COUNTY is not in compliance with any such laws, regulations, TJC and/or LCME requirements.

7 M. Permit inspection of its clinical and related facilities by individuals charged with
8 the responsibility for accreditation of SCHOOL and/or its educational programs.

9 N. With respect to any professional services performed by STUDENTS under this
10 Agreement, COUNTY shall notify SCHOOL and its Program Director(s) as follows:

11 1. Immediately upon initiation of an investigation of a STUDENT or
12 SCHOOL faculty member.

13 2. Within five (5) days after receipt of service of a complaint, summons or
14 notice of a claim naming a STUDENT or SCHOOL faculty member.

15 3. Prior to making or accepting a settlement offer in any lawsuit or legal
16 claim in which a SCHOOL faculty member or STUDENT has been named or in which a settlement is
17 being proposed on their behalf; or

18 4. Prior to making a report to the National Data Bank, the Medical Board of
19 California, or the California Board of Psychology in which a SCHOOL faculty member or STUDENT is
20 named.

21 O. Provide:

22 1. Patient support services, such as intravenous services, phlebotomy
23 services, and laboratory services, as well as messenger and transporter services, in a manner
24 appropriate to and consistent with educational objectives and patient care.

25 2. An effective laboratory, and radiologic information retrieval system
26 appropriate for the conduct of the clinical experience programs and provision of quality and timely
27 patient care.

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1 3. Appropriate security measures to protect STUDENTS in all locations,
2 including but not limited to, parking facilities, on-call quarters, hospital and institutional grounds, and
3 related clinical facilities (e.g., medical office building).

4 P. Cooperate with and assist SCHOOL in investigating facts, which may serve as a
5 basis for taking any disciplinary or academic action against a STUDENT, SCHOOL faculty member
6 and/or SCHOOL employee. SCHOOL shall be responsible for the discipline of STUDENTS,
7 SCHOOL faculty members and/or SCHOOL employees in accordance with SCHOOL's applicable
8 policies and procedures. SCHOOL may, but need not, consult with COUNTY concerning any
9 proposed disciplinary action. COUNTY agrees to abide by SCHOOL's recommended disciplinary
10 action.

11 Notwithstanding the foregoing, COUNTY shall have the right, for good cause and after
12 consultation with SCHOOL, to prohibit further attendance at COUNTY of any STUDENT; provided,
13 however, that COUNTY will not take any action against STUDENTS in an arbitrary or capricious
14 manner. Upon such termination, SCHOOL will use its best efforts to replace the terminated
15 STUDENT with another STUDENT as soon as possible.

16 Q. Upon request, COUNTY shall provide SCHOOL with a copy of COUNTY's
17 corporate compliance program or any such plan or program that describes COUNTY's plan for
18 ensuring ethical and legal compliance with all federal and state laws. COUNTY shall not require any
19 SCHOOL faculty or STUDENT to conduct his/her professional behavior in a manner that would
20 contradict the requirements of SCHOOL's corporate compliance program.

21 R. The COUNTY will provide a learning environment that promotes the
22 development of professional competencies of STUDENTS. The COUNTY will regularly assess the
23 learning environment to identify positive and negative influences on the maintenance of professional
24 standards and conduct, and develop appropriate mechanisms for addressing negative influences in
25 the learning environment.

26 **3. TERM**

27 This Agreement shall become effective retroactive to the 1st day of August, 2018, and
28 shall terminate on the 30th day of June, 2023, or until earlier terminated.

1 **4. TERMINATION**

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

6 B. Breach of Contract - Either party may immediately suspend or terminate this
7 Agreement in whole or in part, where in the determination of the terminating party there is:

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

11 C. Without Cause - Under circumstances other than those set forth above, this
12 Agreement may be terminated by SCHOOL or COUNTY or COUNTY's DBH Director, or designee,
13 upon the giving of sixty (60) days advance written notice of an intention to terminate.

14 **5. COMPENSATION**

15 The medical program conducted pursuant to the terms and conditions of this
16 Agreement shall be performed without the payment of any monetary consideration by SCHOOL or
17 COUNTY, one to the other, or by or to any STUDENT participating in said medical program.

18 **6. INDEPENDENT SCHOOL**

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

over matters which are directly or indirectly the subject of this Agreement.

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

7. MODIFICATION

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

8. NON-ASSIGNMENT

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

9. HOLD-HARMLESS

A. SCHOOL shall defend, indemnify and hold COUNTY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SCHOOL, its officers, employees, agents, or STUDENTS.

B. COUNTY shall defend, indemnify and hold SCHOOL, its officers, employees, agents, and STUDENTS harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or

claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, employees, or agents.

10. INSURANCE

Each party, at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance or self-insurance as follows:

1. Professional Medical, and Hospital Liability Insurance with financially-sound and reputable companies, or self-insurance, with minimum limits of five million (\$5,000,000) per occurrence and a general aggregate of ten million dollars (\$10,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, extended reporting (tail) coverage shall be obtained for the remainder of the five (5) year period.

2. Comprehensive or Commercial Form General Liability Insurance or self-insurance with minimum limits of (1) \$1,000,000 each occurrence; (2) \$1,000,000 Personal and Advertising Injury; and (3) \$5,000,000 General Aggregate. If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

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

4. A policy of Worker's Compensation Insurance as may be required by the California Labor Code.

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1 **5.** Both parties shall have either separate policies or an umbrella policy with
2 endorsements covering Child Abuse/Molestation and Social Services Liability coverage or have a
3 specific endorsement on their General Commercial liability policy covering Child Abuse/Molestation
4 and Social Services Liability. The policy limits for these policies shall be One Million Dollars
5 (\$1,000,000) per occurrence with a Two Million Dollars (\$2,000,000) annual aggregate. The policies
6 are to be on a per occurrence basis.

7 **6.** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or
8 claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to duties and
9 obligations undertaken by both parties in this agreement and shall include, but not be limited to,
10 claims involving infringement of intellectual property, including but not limited to infringement of
11 copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or
12 destruction of electronic information, release of private information, alteration of electronic
13 information, extortion and network security. The policy shall provide coverage for breach response
14 costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits
15 sufficient to respond to these obligations.

16 **7.** Such other insurance in such amounts which from time to time may be
17 reasonably required by the mutual consent of the parties against other insurable risks relating to
18 performance. It should be expressly understood, however, that the coverages required under this
19 Section shall not in any way limit the liability of the insured party.

20 In the event either party fails to keep in effect at all times insurance coverage as
21 herein provided, the other party may, in addition to other remedies it may have, suspend or terminate
22 this Agreement upon the occurrence of such event.

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

24 COUNTY and SCHOOL each consider and represent themselves as covered entities
25 as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-
26 191 (HIPAA) and agree that any use and disclosure of Protected Health Information (PHI) shall be in
27 compliance with applicable law.

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COUNTY and SCHOOL acknowledge that the exchange of PHI between them is only for treatment, payment, and health care operations.

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

To the extent applicable, SCHOOL and COUNTY agree to comply with the HIPAA Regulations, including those set forth in as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations.

12. DATA SECURITY

For the purpose of preventing the potential loss, misappropriation or inadvertent 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 student training activities under this Agreement must employ adequate data security measures to protect the confidential information provided to the SCHOOL by the COUNTY, including but not limited to the following:

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

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

B. SCHOOL-Owned Computers or Computer Peripherals

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

1 secure connection. Said data must be encrypted.

2 C. COUNTY-Owned Computer Equipment

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

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

8 E. SCHOOL shall be responsible to employ strict controls to ensure the integrity
9 and security of the COUNTY's confidential information and to prevent unauthorized access viewing,
10 use or disclosure of data maintained in computer files, program documentation, data processing
11 systems, data files and data processing equipment which stores or processes COUNTY data
12 internally and externally.

13 F. Confidential client information transmitted to one party by the other by means of
14 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of
15 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

16 G. SCHOOL shall be responsible to immediately notify COUNTY of any violations
17 or breaches of security of which SCHOOL becomes aware related to COUNTY's confidential
18 information, data maintained in computer files, program documentation, data processing systems,
19 data files and data processing equipment which stores or processes COUNTY data internally or
20 externally.

21 H. COUNTY shall provide oversight to SCHOOL's response to all incidents arising
22 from an actual breach of security related to COUNTY's confidential client information provided to
23 SCHOOL; however, SCHOOL will be responsible to issue any notification to affected individuals to
24 the extent required by law. SCHOOL will be responsible for all actual costs incurred as a result of
25 providing said required notification to the extent that the breach was caused by SCHOOL's failure to
26 adhere to the privacy, confidentiality, or data security provisions set forth herein.

27 **13. NON-DISCRIMINATION**

28 During the performance of this Agreement, neither party shall unlawfully discriminate

1 against any employee or applicant for employment, or recipient of services, because of race, religious
2 creed, color, national origin, ancestry, physical disability, medical condition, genetic information,
3 marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or
4 veteran status, pursuant to all applicable State of California and Federal statutes and regulations.

5 **14. SELF-DEALING TRANSACTION DISCLOSURE (FINANCIAL)**

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

9 Members of the SCHOOL's Board of Directors shall disclose any self-dealing
10 transactions that they are a party to while SCHOOL is providing goods or performing services under
11 this Agreement. A self-dealing transaction shall mean a transaction to which the SCHOOL is a party
12 and in which one or more of its directors has a material financial interest. Members of the Board of
13 Directors shall disclose any self-dealing transactions that they are a party to by completing and
14 signing a *Self-Dealing Transaction Disclosure Form* (Exhibit B, which is attached hereto and
15 incorporated herein) and submitting it to the COUNTY prior to commencing with the self-dealing
16 transaction or immediately thereafter. The parties agree that the requirements of this section 14 shall
17 not apply to SCHOOL.

18 **15. AUDITS AND INSPECTIONS**

19 SCHOOL shall at any time during business hours, and as often as COUNTY may deem
20 necessary, make available to COUNTY for examination all of its records and data with respect to the
21 matters covered by this Agreement. SCHOOL shall, upon request by COUNTY, permit COUNTY to
22 audit and inspect all such records and data necessary to ensure SCHOOL compliance with the terms
23 of this Agreement. The above notwithstanding, COUNTY shall not be permitted to examine, audit, or
24 inspect STUDENTS' academic or other education records.

25 **16. NOTICES**

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

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COUNTY

SCHOOL

Director, County of Fresno
Department of Behavioral Health
4441 E. Kings Canyon
Fresno, CA 93703

Vice Dean for Education
Office of Medical Education
533 Parnassus Avenue, St. U-80, Box 0710
San Francisco, CA 94143

All notices between the COUNTY and SCHOOL provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. 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. 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. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be 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. For all claims arising out of or related to this Agreement, nothing in this Section establishes, waives, or modifies any applicable claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with Section 810).

17. GOVERNING LAW

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

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

18. USE OF NAME

The parties agree that any use of the "UCSF," or the "University of California" name or other similar references to the University of California San Francisco, its physicians or facilities, shall

1 be subject to the prior written approval of the Regents of the University of California in accordance
2 with the provisions of applicable law, including but not limited to California Education Code Section
3 92000.

4 **19. PROFESSIONAL AND ADMINISTRATIVE RESPONSIBILITY**

5 Pursuant to Title 22, Section 70713 of the California Code of Regulations, and to the
6 extent permitted by law and not inconsistent with other provisions of this Agreement, COUNTY shall
7 retain professional and administrative responsibility for the services rendered to its patients.

8 **20. WAIVER**

9 Waiver by either party of any breach of any provision of this Agreement or warranty of
10 representation herein set forth shall not be construed as a waiver of any subsequent breach of the
11 same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver
12 of such right. All rights and remedies provided for herein are cumulative.

13 **21. INTERRUPTION OF SERVICE**

14 Either party shall be excused from any delay or failure in performance hereunder
15 caused by reason of any occurrence or contingency beyond its reasonable control, including, but not
16 limited to, acts of God, acts of war, terrorism, fire, insurrection, labor disputes, riots, earthquakes, or
17 other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-
18 day basis for the time period equal to the period of such excusable interruption. In the event the
19 interruption of a party's services continues for a period in excess of thirty (30) days, the other party
20 shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other
21 party.

22 **22. COOPERATION IN DISPOSITION OF CLAIMS**

23 COUNTY and SCHOOL agree to cooperate with each other in the timely investigation
24 and disposition of audits, disciplinary actions and third-party liability claims arising out of any services
25 provided under this Agreement; provided, however, that nothing shall require either COUNTY or
26 SCHOOL to disclose any peer review documents, records or communications which are privileged
27 under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the
28 Attorney Work-Product Privilege. To the extent permissible at law and in accordance with the

1 applicable institution policies, the parties shall notify one another as soon as possible of any adverse
2 event which may result in liability to the other party. The failure to provide notice shall not be deemed
3 a breach of the agreement, and such failure to do so shall not relieve the indemnifying party of its
4 indemnity obligations if such delay does not prejudice the defense thereof. It is the intention of the
5 parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation
6 may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of
7 third parties arising from services performed under this Agreement, and making witnesses available;
8 provided, however only to the extent consistent with SCHOOL or COUNTY policies and only so long
9 as any personnel assistance by SCHOOL or COUNTY does not materially interfere with any
10 SCHOOL or COUNTY employee's performance of his or her respective employment responsibilities.
11 SCHOOL shall be responsible for discipline of SCHOOL students and employees in accordance with
12 SCHOOL's applicable policies and procedures. To the extent allowed by law, COUNTY and SCHOOL
13 shall have reasonable and timely access to the medical records, charts, and/or de-identified quality
14 assurance data of the other party relating to any claim or investigation related to services provided
15 pursuant to this Agreement; provided, however, that nothing shall require either COUNTY or
16 SCHOOL to disclose any peer review documents, records or communications which are privileged
17 under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the
18 Attorney Work-Product Privilege.

19 **23. SEVERABILITY**

20 If any non-material term, provision, covenant, or condition of this Agreement is held by
21 a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions
22 shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

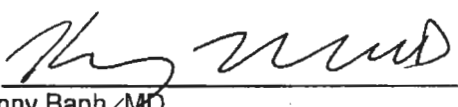
23 **24. ENTIRE AGREEMENT**


24 This Agreement, including all Exhibits, constitutes the entire agreement between
25 SCHOOL and COUNTY with respect to the subject matter hereof and supersedes all previous
26 agreement negotiations, proposals, commitments, writings, advertisements, publications, and
27 understandings of any nature whatsoever unless expressly included in this Agreement. Any and all
28 exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

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

3 **SCHOOL:**
4 **REGENTS OF THE UNIVERSITY OF**
5 **CALIFORNIA, dba UNIVERSITY OF**
6 **CALIFORNIA, SAN FRANCISCO, SCHOOL**
7 **OF MEDICINE – FRESNO MEDICAL**
8 **EDUCATION PROGRAM**

COUNTY OF FRESNO

9 By 
10 Kenny Banh, MD
11 Assistant Dean of Undergraduate Medical Education
12 UCSF School of Medicine

By: 
Nathan Magsig, Chairperson of the
Board of Supervisors of the
County of Fresno

13 Date: 6/26/19

Date: 7-9-19

14 **ATTEST:**
15 Bernice E. Seidel
16 Clerk of the Board of Supervisors of the
17 County of Fresno

By: Susan Bishop
Deputy

Date: 7-9-19

18 Mailing Address:
19 155 N. Fresno St.
20 Fresno, CA 93701

21 Fund/Subclass: 0001/10000
22 Organization: 56302007
23 Account #: 7295

24
25
26
27
28 E.G.

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
COUNTY OF FRESNO, DEPARTMENT OF BEHAVIORAL HEALTH
EXHIBIT A**

The County of Fresno facilities, made available by the County under this Agreement for the SCHOOL's Program, shall include, but not be limited to:

1. Children's Services - 3133 N. Millbrook, Fresno, CA 93703
2. Adult Services - 4441 E. Kings Canyon Rd., Fresno, CA 93702

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:	