

1 **SERVICE AGREEMENT**

2 This Service Agreement ("Agreement") is dated \_\_\_\_\_ and effective upon  
3 final signature and is between Fresno Pacific University, a California nonprofit, public benefit  
4 corporation ("University"), whose address is 1717 South Chestnut, Fresno California, 93702,  
5 and the County of Fresno, a political subdivision of the State of California ("County").

6 **Recitals**

7 A. University is an independent institution of higher education accredited by the  
8 Western Association of Schools and Colleges Senior College and University Commission.

9 B. University has approved various educational training programs that require facilities  
10 to provide clinical and field experience for required learning experience for its students.

11 C. County, through its Departments, maintains and operates facilities and programs  
12 suitable for furnishing such clinical and field experience.

13 D. It is to the mutual benefit of the parties that personnel and students of University use  
14 such County facilities for their clinical and field experience.

15 E. Students participating in a University undergraduate, degree completion, graduate,  
16 or seminary program are subject to this Agreement.

17 The parties therefore agree as follows:

18 **Article 1**

19 **University's Services**

20 1.1 **Scope of Services.** The University shall perform all of the services provided in  
21 Exhibit A to this Agreement, titled "Scope of Services."

22 1.2 **Representation.** The University represents that it is qualified, ready, willing, and  
23 able to perform all of the services provided in this Agreement.

24 1.3 **Compliance with Laws.** The University shall, at its own cost, comply with all  
25 applicable federal, state, and local laws and regulations in the performance of its obligations  
26 under this Agreement, including but not limited to workers compensation, labor, and  
27 confidentiality laws and regulations.

1 **Article 2**

2 **County's Responsibilities**

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

8 2.2 County shall furnish the appropriate facilities, on a rotational basis, in such a manner  
9 that there will be no conflict in the use thereof between University's students and those from  
10 other educational institutions, if any.

11 2.3 County shall, subject to budgetary and operational concerns, maintain clinical and  
12 field facilities used for the learning experience in a manner that shall at all times conform to the  
13 requirements of University's departments/programs listed in the Recitals section of this  
14 Agreement.

15 2.4 County shall provide staff adequate in number and quality to provide safe and  
16 continuous health care to patients involved in clinical and field learning programs.

17 2.5 County shall only provide access to restroom facilities for students and instructors  
18 taking part in the clinical and field experience. No other facilities, office space, storage areas,  
19 shelf space, or instructional space shall be provided unless separately agreed to by the  
20 participating County Department's Director or designee.

21 2.6 County shall permit and encourage members of its resident staff and/or attending  
22 medical staff to participate in the instructional phase of University's clinical and field experience  
23 programs.

24 2.7 County shall permit its various program directors and other designated personnel to  
25 attend meetings of University's faculty, or any committee thereof, to coordinate the clinical and  
26 field experience programs provided for under this Agreement, and to designate lines of authority  
27 and communication for coordination of relations between University instructors and County  
28 personnel.



1 performance. The extension of this Agreement by the County is not a waiver or compromise of  
2 any default or breach of this Agreement by the University existing at the time of the extension  
3 whether or not known to the County.

4 **Article 5**

5 **Notices**

6 **5.1 Contact Information.** The persons and their addresses having authority to give and  
7 receive notices provided for or permitted under this Agreement include the following:

8 **For the County:**

9 Director, Department of Public Health  
10 County of Fresno  
11 P.O. Box 11867  
12 Fresno, CA 93775  
13 DPHContracts@fresnocountyca.gov

14 Director, Department of Social Services  
15 County of Fresno  
16 PO Box 1912  
17 Fresno, CA 93718-1912

18 Director, Department of Behavioral Health  
19 County of Fresno  
20 5260 N. Palm Ave., Suite 321  
21 Fresno, CA 93704  
22 DBHStaffDevelopment@fresnocountyca.gov

23 Chief Probation Officer  
24 Probation Department  
25 County of Fresno  
26 3333 E. American Avenue, Suite B  
27 Fresno, CA 93725

28 **For the University:**

Chief Financial Officer/Vice President of Business Affairs  
Fresno Pacific University  
1717 South Chestnut  
Fresno, CA 93702  
Anthony.Gardner@fresno.edu

29 **5.2 Change of Contact Information.** Either party may change the information in section  
30 5.1 by giving notice as provided in section 5.3.

31 **5.3 Method of Delivery.** Each notice between the County and the University provided  
32 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
33 this Agreement, and be delivered either by personal service, by first-class United States mail, by

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

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

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

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

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

16 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,  
17 nothing in this Agreement establishes, waives, or modifies any claims presentation  
18 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
19 of Title 1 of the Government Code, beginning with section 810).

## 20 **Article 6**

### 21 **Termination and Suspension**

22 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are  
23 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
24 are not allocated, then the County, upon at least 30 days' advance written notice to the  
25 University, may:

26 (A) Modify the services provided by the University under this Agreement; or

27 (B) Terminate this Agreement.

28 **6.2 Termination for Breach.**

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

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

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

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

13 **6.3 Termination without Cause.** In circumstances other than those set forth above, the  
14 County may terminate this Agreement by giving at least 30 days advance written notice to the  
15 University.

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

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

## 23 **Article 7**

### 24 **Confidentiality**

25 **7.1 Confidentiality.** All services performed by the University under this Agreement shall  
26 be in strict conformance with all applicable Federal, State of California and/or local laws and  
27 regulations relating to confidentiality. In addition, University agrees to abide by the terms and  
28 conditions of the Business Associate Agreement attached hereto as Exhibit D.

1 **Article 8**

2 **Independent Contractor**

3 **8.1 Status.** In performing under this Agreement, the University, including its instructors,  
4 students, faculty, officers, agents, employees, and volunteers, is at all times acting and  
5 performing as an independent contractor, in an independent capacity, and not as an officer,  
6 agent, servant, employee, joint venturer, partner, or associate of the County.

7 **8.2 Verifying Performance.** The County has no right to control, supervise, or direct the  
8 manner or method of the University's performance under this Agreement, but the County may  
9 verify that the University is performing according to the terms of this Agreement.

10 **8.3 Benefits.** Because of its status as an independent contractor, the University,  
11 including its instructors, students, faculty, officers, agents, employees, and volunteers, has no  
12 right to employment rights or benefits available to County employees. The University is solely  
13 responsible for providing to its own employees all employee benefits required by law. The  
14 University shall save the County harmless from all matters relating to the payment of  
15 University's employees, including compliance with Social Security withholding and all related  
16 regulations.

17 **8.4 Services to Others.** The parties acknowledge that, during the term of this  
18 Agreement, the University may provide services to others unrelated to the County.

19 **Article 9**

20 **Indemnity and Defense**

21 **9.1 Indemnity.** The University shall indemnify and hold harmless and defend the County  
22 (including its officers, agents, employees, and volunteers) against all claims, demands, injuries,  
23 damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of  
24 any kind to the County, the University, or any third party that arise from or relate to the  
25 performance or failure to perform by the University (or any of its instructors, students, faculty,  
26 officers, agents, subcontractors, or employees) under this Agreement. The County may conduct  
27 or participate in its own defense without affecting the University's obligation to indemnify and  
28 hold harmless or defend the County.



1 (B) The County may voluntarily, or upon request by any member of the public or  
2 governmental agency, disclose to the public or such governmental agency any record or  
3 data that the University may provide to the County, unless such disclosure is prohibited  
4 by court order.

5 (C) This Agreement, and any record or data that the University may provide to the  
6 County, is subject to public disclosure under the Ralph M. Brown Act (California  
7 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

8 (D) This Agreement, and any record or data that the University may provide to the  
9 County, is subject to public disclosure as a public record under the California Public  
10 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning  
11 with section 6250) ("CPRA").

12 (E) This Agreement, and any record or data that the University may provide to the  
13 County, is subject to public disclosure as information concerning the conduct of the  
14 people's business of the State of California under California Constitution, Article 1,  
15 section 3, subdivision (b).

16 (F) Any marking of confidentiality or restricted access upon or otherwise made with  
17 respect to any record or data that the University may provide to the County shall be  
18 disregarded and have no effect on the County's right or duty to disclose to the public or  
19 governmental agency any such record or data.

20 **11.4 Public Records Act Requests.** If the County receives a written or oral request  
21 under the CPRA to publicly disclose any record that is in the University's possession or control,  
22 and which the County has a right, under any provision of this Agreement or applicable law, to  
23 possess or control, then the County may demand, in writing, that the University deliver to the  
24 County, for purposes of public disclosure, the requested records that may be in the possession  
25 or control of the University. Within five business days after the County's demand, the University  
26 shall (a) deliver to the County all of the requested records that are in the University's possession  
27 or control, together with a written statement that the University, after conducting a diligent  
28 search, has produced all requested records that are in the University's possession or control, or

1 (b) provide to the County a written statement that the University, after conducting a diligent  
2 search, does not possess or control any of the requested records. The University shall  
3 cooperate with the County with respect to any County demand for such records. If the University  
4 wishes to assert that any specific record or data is exempt from disclosure under the CPRA or  
5 other applicable law, it must deliver the record or data to the County and assert the exemption  
6 by citation to specific legal authority within the written statement that it provides to the County  
7 under this section. The University's assertion of any exemption from disclosure is not binding on  
8 the County, but the County will give at least 10 days' advance written notice to the University  
9 before disclosing any record subject to the University's assertion of exemption from disclosure.  
10 The University shall indemnify the County for any court-ordered award of costs or attorney's  
11 fees under the CPRA that results from the University's delay, claim of exemption, failure to  
12 produce any such records, or failure to cooperate with the County with respect to any County  
13 demand for any such records.

## 14 **Article 12**

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

16 **12.1 Applicability.** This Article 12 applies if the University is operating as a corporation,  
17 or changes its status to operate as a corporation.

18 **12.2 Duty to Disclose.** If any member of the University's board of directors is party to a  
19 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
20 "Self-Dealing Transaction Disclosure Form" (Exhibit B to this Agreement) and submitting it to the  
21 County before commencing the transaction or immediately after.

22 **12.3 Definition.** "Self-dealing transaction" means a transaction to which the University is  
23 a party and in which one or more of its directors, as an individual, has a material financial  
24 interest.

## 25 **Article 13**

### 26 **General Terms**

27 **13.1 Modification.** Except as provided in Article 6, "Termination and Suspension," this  
28 Agreement may not be modified, and no waiver is effective, except by written agreement signed

1 by both parties. The University acknowledges that County employees have no authority to  
2 modify this Agreement except as expressly provided in this Agreement.

3 **13.2 Non-Assignment.** Neither party may assign its rights or delegate its obligations  
4 under this Agreement without the prior written consent of the other party.

5 **13.3 Governing Law.** The laws of the State of California govern all matters arising from  
6 or related to this Agreement.

7 **13.4 Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
8 County, California. University consents to California jurisdiction for actions arising from or  
9 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
10 brought and maintained in Fresno County.

11 **13.5 Construction.** The final form of this Agreement is the result of the parties' combined  
12 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
13 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
14 against either party.

15 **13.6 Days.** Unless otherwise specified, "days" means calendar days.

16 **13.7 Headings.** The headings and section titles in this Agreement are for convenience  
17 only and are not part of this Agreement.

18 **13.8 Severability.** If anything in this Agreement is found by a court of competent  
19 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
20 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
21 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
22 intent.

23 **13.9 Nondiscrimination.** During the performance of this Agreement, the University shall  
24 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
25 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
26 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
27 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
28 all applicable State of California and federal statutes and regulation.

1        **13.10 No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
2 of the University under this Agreement on any one or more occasions is not a waiver of  
3 performance of any continuing or other obligation of the University and does not prohibit  
4 enforcement by the County of any obligation on any other occasion.

5        **13.11 Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
6 between the University and the County with respect to the subject matter of this Agreement, and  
7 it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
8 publications, and understandings of any nature unless those things are expressly included in  
9 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
10 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
11 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
12 exhibits.

13        **13.12 No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
14 create any rights or obligations for any person or entity except for the parties.

15        **13.13 Authorized Signature.** The University represents and warrants to the County that:

16            (A) The University is duly authorized and empowered to sign and perform its  
17            obligations under this Agreement.

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

21        **13.14 Electronic Signatures.** The parties agree that this Agreement may be executed by  
22 electronic signature as provided in this section.

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

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

6 (C) The provisions of this section satisfy the requirements of Civil Code section  
7 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
8 Part 2, Title 2.5, beginning with section 1633.1).

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

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


16 **13.15 Counterparts.** This Agreement may be signed in counterparts, each of which is an  
17 original, and all of which together constitute this Agreement.

18 [SIGNATURE PAGE FOLLOWS]  
19  
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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 Fresno Pacific University

COUNTY OF FRESNO

3 Signed by:  
4   
6509D2F9D8394D2...

5 Anthony Gardner, Chief Financial Officer/Vice  
6 President of Business Affairs

Garry Bredefeld, Chairman of the Board of  
Supervisors of the County of Fresno

7 1717 North Chestnut  
8 Fresno, CA 93702

**Attest:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

9  
10 By: \_\_\_\_\_  
Deputy

11 For accounting use only:

12 Org No.: 56201500  
13 56107001  
14 56302003  
15 34309999  
Account No.: 7295  
Fund No.: 0001  
Subclass No.: 10000

# Exhibit A

## Scope of Services

### 1. University's Use of County Facilities

A.1 County agrees to allow personnel and students of University to use certain County facilities to provide University students necessary clinical and field experience. The County facilities to be provided for University's use shall include facilities maintained and operated by County's Department of Public Health (DPH), Department of Social Services (DSS), Department of Behavioral Health (DBH), Probation Department (Probation) and such other County Departments added to this Agreement, hereinafter referred to singularly as participating County Department and collectively as participating County Departments.

A.2 In the event one of the participating County Departments wishes to discontinue its participation in this Agreement, that County Department's Director, or designee shall provide sixty (60) days written notice to University and to the Director of the Department of Public Health of their intent to discontinue their participation.

### 2. University's Responsibilities

A.3 County Departments' Directors, or designees, shall have sole authority as to how many placements for internships shall be made available to University during each term of this Agreement.

A.4 University agrees that each participating student and/or instructor from University shall be in compliance with County's health clearance and background check requirements if it is essential in that respective department. Prior to the first rotation of each student and/or instructor at County's facilities, University must provide County proof that each student and/or instructor assigned to County meets County's health clearance requirements, and will require each student and/or instructor to provide the County with proof that they meet the County's health clearance requirements, including but not limited to:

(A) Hepatitis B Vaccination Series - Since some participating instructors and/or students may be exposed to and/or lead to a reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials each

## Exhibit A

1 student and/or instructor must have received a Hepatitis B vaccination series prior to  
2 commencing placement at County; or

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

10 (C) Tuberculosis (TB) clearance - Provide proof of a negative skin test within the  
11 past twelve (12) months, or, for positive Purified Protein Derivative (PPD) reactors, initial  
12 assessment and yearly assessment for signs and symptoms of diseases; and

13 (D) Measles, Mumps, and Rubella (MMR) - Provide proof or serological evidence  
14 of immunity to rubella or rubeola; and

15 (E) OSHA Blood-Borne Pathogen Standards - Provide proof of fulfilling OSHA  
16 Blood-Borne Pathogen Standards (mandated training and post-exposure follow-up); and

17 (F) Any other health clearance requirements - as may be mandated during the  
18 term of this Agreement by County due to licensing regulations and/or federal, state and/or local  
19 requirements.

20 A.5 County and University mutually recognize that the health clearance  
21 requirements identified above may be different and/or may change, as determined by County,  
22 depending upon classification of student and/or instructor and the type of work performed in  
23 addition to potential patient/incarcerated youth/adult inmate exposure.

24 A.6 University recognizes that the clinical and field education programs  
25 conducted pursuant to the terms and conditions of this Agreement are educational programs of  
26 University and not of County, and that students participating in University's programs shall at all  
27 times be under the exclusive jurisdiction of University.

28

## Exhibit A

1           A.7           University shall designate students enrolled in the various educational  
2 training programs of University to be assigned for clinical and field experience at County  
3 facilities, in such numbers to be mutually agreed upon by both County and University.

4           A.8           University shall establish a rotational plan for the learning experience  
5 available at County facilities and shall schedule the students in conformity with the calendar of  
6 University's academic year and with the curriculum of the educational programs of University;  
7 provided, however, that the specific County patient care areas to be utilized by University shall  
8 be selected subsequently by the mutual agreement between the responsible County  
9 Department's Director, or designee, and University's chairperson(s) or duly authorized  
10 representative(s) of the various departments/programs listed in the Recitals section of this  
11 Agreement herein above.

12           A.9           University 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           A.10          University shall keep all attendance and academic records of students  
16 participating in the clinical and field experience programs provided for under this Agreement.

17           A.11          University shall certify to County at the time each student first reports to  
18 County's facilities to participate in the clinical and field educational program, that the student  
19 shall be enrolled in a health insurance plan.

20           A.12          University shall ensure students act professionally and appropriately while  
21 at County facilities.

22           A.13          University shall require every student to conform to all applicable County  
23 policies, procedures, regulations, and all requirements and restrictions specified jointly by  
24 representatives of University and County.

25           A.14          University shall require its instructors to notify the responsible County  
26 Department Director, or designee, as appropriate in advance of student placement regarding:

27                   (A) Locations, dates, times, and the number of hours or changes thereof,  
28 regarding student availability for clinical or field assignment; and

## Exhibit A

1 (B) Any change in the placement of students in clinical and field assignments.

2 A.15 University shall, in consultation and coordination with the responsible  
3 County Department Director, or designee, arrange for periodic conferences between  
4 appropriate representatives of University and County to evaluate the clinical and field  
5 experience programs provided under this Agreement.

6 A.16 University shall provide and be responsible for the use and control of its  
7 educational supplies, materials, and equipment used for instruction during the clinical and field  
8 experience programs.

9 A.17 University shall distribute to each student a statement which explains the  
10 hazards of drug abuse in their profession.

11 A.18 University shall provide introductory orientation of students assigned to  
12 County facilities, which shall provide an overview of the clinical and field assignment(s) and the  
13 terms and conditions of student placement at County facilities.

14 A.19 University agrees that special reports, projects, thesis, and/or publications  
15 based upon studies and research arising out of the cooperative education experience permitted  
16 by this Agreement, shall be reviewed and approved prior to release through the committee  
17 responsible for planning the course and then with the responsible County Department Director,  
18 or designee, as appropriate, as appropriate, for approval by means of such procedures as  
19 County shall designate. Approval of reports by University's planning committee and the  
20 responsible County Department Director, or designee, shall not be unreasonably withheld.

21 A.20 University agrees to complete an evaluation of each student at least once  
22 during a specific program period.

23 A.21 University shall allow County program managers and other designated  
24 personnel to attend meetings of University's faculty, or any committee thereof, to coordinate the  
25 clinical and field experience programs provided under this Agreement and to designate lines of  
26 authority and community for coordination of relations between County personnel and University  
27 instructors.

28

## Exhibit A

1           A.22       University's instructors, students, faculty, officers, agents, and employees  
2 shall abide by the provisions of State of California law relating to confidentiality of medical  
3 records, further described in Exhibit D of this Agreement, and any person knowingly and  
4 intentionally violating the provisions of State of California law may be guilty of a misdemeanor.

5           A.23       University's employees, agents, instructors, and students shall be issued  
6 County identification badges which must be worn only at County facilities while participating in  
7 the clinical and field experience programs, pursuant to the terms and conditions of this  
8 Agreement.

9           A.24       Students will not be permitted to operate any vehicles to perform activities  
10 related to this Agreement.

11          A.25       University's students shall purchase food or bring food with them; no  
12 special arrangements for food will be made.

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## Exhibit B

### Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("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 used 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.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

## Exhibit B

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

## Exhibit C

### Insurance Requirements

#### 1. Required Policies

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

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The University shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the University's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the University shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the University shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
  - a. University shall ensure that each student who participates in County's "covered functions" (as defined by HIPAA regulations at 45 C.F.R. §164.501) procures and maintains in force during the term of this Agreement, at the student's sole cost and expense, Professional Liability Insurance in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such professional liability insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual aggregate. This policy shall include

## Exhibit C

Limited General Liability coverage for sexual harassment and abuse, standards of care, property damage, bodily injury, and personal injury within the stated limits.

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

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

## 2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the University signs this Agreement, and at any time during the term of this Agreement as requested by the County’s Risk Manager or the County Administrative Office, the University shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attention: Contracts Section – 6<sup>th</sup> Floor, or email, [DPHContracts@fresnocountyca.gov](mailto:DPHContracts@fresnocountyca.gov), certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the University has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.

## Exhibit C

- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the University's policy.
  - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
  - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
  - (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the University.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the University shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the University shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the University shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the University or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the University has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the University shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The University waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The University is solely responsible to obtain any policy endorsement that may be necessary to accomplish that

## Exhibit C

waiver, but the University's waiver of subrogation under this paragraph is effective whether or not the University obtains such an endorsement.

- (F) **County's Remedy for University's Failure to Maintain.** If the University fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the University. The County may offset such charges against any amounts owed by the County to the University under this Agreement.
- (G) **Subcontractors.** The University shall require and verify that all subcontractors used by the University to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the University to provide services under this Agreement using subcontractors.

## Exhibit D

### Health Insurance Portability and Accountability Act (HIPAA)

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

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

Except as otherwise provided in this Agreement, the University, as a business associate of the County, may use or disclose Protected Health Information (“PHI”) to perform functions, activities or services for or on behalf of the County, as specified in this Agreement, provided that such use or disclosure shall not violate HIPAA Rules. The uses and disclosures of PHI may not be more expansive than those applicable to the County, as the “Covered Entity” under the HIPAA Rules, except as authorized for management, administrative or legal responsibilities of the University.

2. The University, including its subcontractors and employees, shall protect from unauthorized access, use, or disclosure of names and other identifying information, including genetic information, concerning persons receiving services pursuant to this Agreement, except where permitted in order to carry out data aggregation purposes for health care operations [45

## Exhibit D

CFR §§ 164.504(e)(2)(i), 164.504(e)(2)(ii)(A), and 164.504(e)(4)(i)]. This pertains to any and all persons receiving services pursuant to a County-funded program. This requirement applies to electronic PHI. The University shall not use such identifying information or genetic information for any purpose other than carrying out the University's obligations under this Agreement.

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

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

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

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

The University shall make any amendment(s) to PHI in a designated record set

## Exhibit D

at the request of the County or individual, and in the time and manner designated by the County in accordance with 45 CFR § 164.526.

The University shall provide to the County or to an individual, in a time and manner designated by the County, information collected in accordance with 45 CFR § 164.528, to permit the County to respond to a request by the individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

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

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

County of Fresno  
Department of Public Health  
HIPAA Representative  
(559) 600-6439  
P.O. Box 11867  
Fresno, California 93775

County of Fresno  
Department of Public Health  
Privacy Officer  
(559) 600-6403  
P.O. Box 11867  
Fresno, California 93775

County of Fresno  
Information Technology  
Services Department  
Information Security Officer  
(559) 600-5800  
333 W. Pontiac Way  
Clovis, California 93612

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8. The University shall make its internal practices, books, and records relating to the use and disclosure of PHI received from the County, or created or received by the University on behalf of the County, in compliance with HIPAA's Privacy Rule, including, but not limited to the requirements set forth in Title 45, CFR, Sections 160 and 164. The University shall make its internal practices, books, and records relating to the use and disclosure of PHI received from the County, or created or received by the University on behalf of the County, available to the Secretary upon demand.

The University shall cooperate with the compliance and investigation reviews conducted by the Secretary. PHI access to the Secretary must be provided during the University's normal business hours; however, upon exigent circumstances access at any time must be granted. Upon the Secretary's compliance or investigation review, if PHI is unavailable to the University and in possession of a subcontractor of the University, the University must certify to the Secretary its efforts to obtain the information from the University.

### 9. **Safeguards**

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

The University shall implement strong access controls and other security safeguards and precautions in order to restrict logical and physical access to confidential,

## Exhibit D

personal (e.g., PHI) or sensitive data to authorized users only. Said safeguards and precautions shall include the following administrative and technical password controls for all systems used to process or store confidential, personal, or sensitive data:

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

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

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

The University shall utilize a commercial encryption solution that has received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable

## Exhibit D

electronic media (including, but not limited to, compact disks and thumb drives) and on portable computing devices (including, but not limited to, laptop and notebook computers).

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

### 10. **Mitigation of Harmful Effects**

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

### 11. **The University's Subcontractors**

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

Nothing in this section 11 or this Exhibit D authorizes the University to perform services under this Agreement using subcontractors.

### 12. **Employee Training and Discipline**

The University shall train and use reasonable measures to ensure compliance with the requirements of these provisions by employees who assist in the performance of functions or activities on behalf of the County under this Agreement and use or disclose PHI,

## Exhibit D

and discipline such employees who intentionally violate any provisions of these provisions, which may include termination of employment.

### 13. **Termination for Cause**

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

A. Provide an opportunity for the University to cure the breach or end the violation, and the County may terminate this Agreement if the University does not cure the breach or end the violation within the time specified by the County; or

B. Immediately terminate this Agreement if the University has breached a material term of this Exhibit D and cure is not possible, as determined by the County.

C. If neither cure nor termination is feasible, the County's Privacy Officer will report the violation to the Secretary of the U.S. Department of Health and Human Services.

### 14. **Judicial or Administrative Proceedings**

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

### 15. **Effect of Termination**

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

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### **16. Compliance with Other Laws**

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

### **17. Disclaimer**

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

### **18. Amendment**

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

### **19. No Third-Party Beneficiaries**

Nothing expressed or implied in the provisions of this Exhibit D is intended to confer, and nothing in this Exhibit D does confer, upon any person other than the County or the

## **Exhibit D**

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

### **20. Interpretation**

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

### **21. Regulatory References**

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

### **22. Survival**

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

### **23. No Waiver of Obligation**

Change, waiver or discharge by the County of any liability or obligation of the University under this Exhibit D on any one or more occasions is not a waiver of performance of any continuing or other obligation of the University and does not prohibit enforcement by the County of any obligation on any other occasion.

# Exhibit E

## Data Security

### 1. Definitions

Capitalized terms used in this Exhibit E have the meanings set forth in this section 1.

- (A) “**Authorized Employees**” means the University’s employees who have access to Personal Information.
- (B) “**Authorized Persons**” means: (i) any and all Authorized Employees; and (ii) any and all of the University’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the University, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit E.
- (C) “**Director**” means the participating County Department’s Director or his or her designee.
- (D) “**Disclose**” or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- (E) “**Person**” means any natural person, corporation, partnership, limited liability company, firm, or association.
- (F) “**Personal Information**” means any and all information, including any data, provided, or to which access is provided, to the University by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- (G) “**Privacy Practices Complaint**” means a complaint received by the County relating to the University’s (or any Authorized Person’s) privacy practices or alleging a Security Breach. Such complaint shall have sufficient detail to enable the University to promptly investigate and take remedial action under this Exhibit E.
- (H) “**Security Safeguards**” means physical, technical, administrative or organizational security procedures and practices put in place by the University (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit E.

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- (I) **“Security Breach”** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.
- (J) **“Use”** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

### 2. Standard of Care

- (A) The University acknowledges that, in the course of its engagement by the County under this Agreement, the University, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- (B) The University acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the University, or any Authorized Persons. The University further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the University’s, or any Authorized Person’s, Use of that Personal Information.
- (C) The University agrees and covenants in favor of the Country that the University shall:
  - (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;
  - (ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the University pursuant to the terms of this Exhibit E;
  - (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the University’s own purposes or for the benefit of anyone other than the County, without the County’s express prior written consent, which the County may give or withhold in its sole and absolute discretion; and
  - (iv) not, directly or indirectly, Disclose Personal Information to any person (an “Unauthorized Third Party”) other than Authorized Persons pursuant to this Agreement, without the Director’s express prior written consent.
- (D) Notwithstanding the foregoing paragraph, in any case in which the University believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, University shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the University, or any Authorized Person, from any government regulatory

## Exhibit E

authorities, or in relation to any legal proceeding, and (ii) promptly notify the County before such Personal Information is offered by the University for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the University shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

(E) The University shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the University's own actions and omissions.

### 3. Information Security

(A) The University covenants, represents and warrants to the County that the University's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the University Uses credit, debit or other payment cardholder information, the University shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the University's sole cost and expense.

(B) The University covenants, represents and warrants to the County that, as of the effective date of this Agreement, the University has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.

(C) Without limiting the University's obligations under section 3(A) of this Exhibit E, the University's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:

- (i) limiting Use of Personal Information strictly to the University's and Authorized Persons' technical and administrative personnel who are necessary for the University's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
- (ii) ensuring that all of the University's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the participating County Department's Director;
- (iii) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating

## Exhibit E

systems, and software applications with information storage capability; (b) employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;

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

## Exhibit E

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

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

### 4. Security Breach Procedures

- (A) Immediately upon the University's awareness or reasonable belief of a Security Breach, the University shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email address: (559) 600-8900 / incidents@fresnocountyca.gov (which telephone number and email address the County may update by providing notice to the University), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- (B) Immediately following the University's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit E, the Parties shall coordinate with each other to investigate the Security Breach. The University agrees to fully cooperate with the County, including, without limitation:
- (i) assisting the County in conducting any investigation;
  - (ii) providing the County with physical access to the facilities and operations affected;
  - (iii) facilitating interviews with Authorized Persons and any of the University's other employees knowledgeable of the matter; and
  - (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

To that end, the University shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary by the County, and the University shall provide a written report of the investigation and reporting required to the Director within 30 days after the University's discovery of the Security Breach.

- (C) County shall promptly notify the University of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the University's receipt of that notification, the University shall promptly address such Privacy Practices Complaint,

## Exhibit E

including taking any corrective action under this Exhibit E, all at the University's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event the University discovers a Security Breach, the University shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the University's receipt of notification of such Privacy Practices Complaint, the University shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.

- (D) The University shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the University's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The University shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit E.
- (E) The University agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

### 5. Oversight of Security Compliance

- (A) The University shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the University's operations and the nature and scope of its activities.
- (B) Upon the County's written request, to confirm the University's compliance with this Exhibit E, as well as any applicable laws, regulations and industry standards, the University grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the University's physical and technical environment in relation to all Personal Information that is Used by the University pursuant to this Agreement. The University shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the University for Personal Information pursuant to this Agreement. In addition, the University shall provide the County with the results of any audit by or on behalf of the University that assesses the effectiveness of the University's information security program as relevant to the security and confidentiality of Personal Information Used by the University or Authorized Persons during the course of this Agreement under this Exhibit E.
- (C) The University shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit E that apply to the University with respect to such Personal Information by incorporating the relevant provisions of

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these provisions into a valid and binding written agreement between the University and such Authorized Persons, or amending any written agreements to provide same.

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

7. **Equitable Relief.** The University acknowledges that any breach of its covenants or obligations set forth in this Exhibit E may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

8. **Indemnity.** The University shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit E and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the University's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit E or arising out of or resulting from the University's failure to comply with any of its obligations under this section 8. The provisions of this section 8 do not apply to the acts or omissions of the

## Exhibit E

County. The provisions of this section 8 are cumulative to any other obligation of the University to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The provisions of this section 8 shall survive the termination of this Agreement.

9. **Survival.** The respective rights and obligations of the University and the County as stated in this Exhibit E shall survive the termination of this Agreement.

10. **No Third Party Beneficiary.** Nothing express or implied in the provisions of in this Exhibit E is intended to confer, nor shall anything in this Exhibit E confer, upon any person other than the County or the University and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

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

## Exhibit F

### 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; 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

\_\_\_\_\_

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.

## Certificate Of Completion

Envelope Id: 873B47C6-B798-8802-81EC-02F850AE44BA

Status: Completed

Subject: Complete with Docusign: Service Agreement - FPU Internship (rev. 5.19.26 - clean ver.) (1).docx

Source Envelope:

Document Pages: 43

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Anthony R Gardner Jr

AutoNav: Disabled

1717 S Chestnut Ave

Envelopeld Stamping: Disabled

Fresno, CA 93702

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

anthony.gardner@fresno.edu

IP Address: 162.212.34.239

## Record Tracking

Status: Original

Holder: Anthony R Gardner Jr

Location: DocuSign

6/5/2026 9:23:41 AM

anthony.gardner@fresno.edu

## Signer Events

Anthony R Gardner Jr

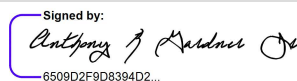
anthony.gardner@fresno.edu

CFO & VP of Business Affairs

Fresno Pacific University

Security Level: Email, Account Authentication  
(None)

## Signature

Signed by:  
  
 6509D2F9D8394D2...

Signature Adoption: Pre-selected Style

Using IP Address: 162.212.34.239

## Timestamp

Sent: 6/5/2026 9:24:02 AM

Viewed: 6/5/2026 9:24:12 AM

Signed: 6/5/2026 9:26:44 AM

Freeform Signing

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

## In Person Signer Events

### Signature

### Timestamp

## Editor Delivery Events

### Status

### Timestamp

## Agent Delivery Events

### Status

### Timestamp

## Intermediary Delivery Events

### Status

### Timestamp

## Certified Delivery Events

### Status

### Timestamp

## Carbon Copy Events

### Status

### Timestamp

## Witness Events

### Signature

### Timestamp

## Notary Events

### Signature

### Timestamp

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### Status

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Signing Complete

Security Checked

6/5/2026 9:26:44 AM

Completed

Security Checked

6/5/2026 9:26:44 AM

## Payment Events

### Status

### Timestamps