

1 AGREEMENT

2 This Agreement is dated January 27, 2026 and is between Pacific Clinics, a
3 California nonprofit corporation (“Contractor” or “Business Associate”) and the County of
4 Fresno, a political subdivision of the State of California (“County”).

5 Recitals

6 A. County and Contractor entered into County Agreements No. 25-288 and 25-292,
7 as amended, for Contractor to provide outpatient specialty mental health, court-specific, and
8 community-based support services for children and youth involved in the Child Welfare Services
9 (CWS) system.

10 B. Agreements No. 25-288 and 25-292 were terminated on September 30, 2025,
11 which was the set expiration date for the agreements. Pursuant to Agreements No. 25-288 and
12 25-292, Contractor is required to return or dispose of confidential records upon agreement
13 termination unless return is not feasible.

14 C. In August 2025, Contractor notified the Department of Behavioral Health (DBH)
15 that return of the confidential records was not feasible and that Contractor would continue to
16 maintain the records after termination of Agreements No. 25-288 and 25-292 as required by the
17 terms of Agreements No. 25-288 and 25-292.

18 D. This Agreement makes Contractor a business associate of the County for
19 purposes of maintaining confidential records for services provided by Contractor in Agreements
20 No. 25-288 and 25-292.

21 The parties therefore agree as follows:

22 Business Associate Agreement

23 1. The County is a “Covered Entity,” and the Contractor is a “Business Associate,”
24 as these terms are defined by 45 CFR 160.103. In connection with maintaining confidential
25 records under the Agreement and Agreements No. 25-288 and 25-292, the parties anticipate
26 that the Contractor will create, receive, or maintain Protected Health Information (“PHI”) from or
27 on behalf of the County. The parties enter into this Business Associate Agreement (BAA) to
28 comply with the Business Associate requirements of HIPAA, to govern the use and disclosures

1 of PHI under this Agreement. "HIPAA Rules" shall mean the Privacy, Security, Breach
2 Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

3 2. The parties to this Agreement shall be in strict conformance with all applicable
4 federal and State of California laws and regulations, including, but not limited to California
5 Welfare and Institutions Code sections 5328, 10850, and 14100.2 *et seq.*; 42 CFR 2; 42 CFR
6 431; California Civil Code section 56 *et seq.*; the Health Insurance Portability and Accountability
7 Act of 1996, as amended ("HIPAA"), including, but not limited to, 45 CFR Parts 160, 45 CFR
8 162, and 45 CFR 164; the Health Information Technology for Economic and Clinical Health Act
9 ("HITECH") regarding the confidentiality and security of patient information, including, but not
10 limited to 42 USC 17901 *et seq.*; and the Genetic Information Nondiscrimination Act ("GINA") of
11 2008 regarding the confidentiality of genetic information.

12 3. Except as otherwise provided in this Agreement, the Contractor, as a business
13 associate of the County, may use or disclose Protected Health Information ("PHI") to perform
14 functions, activities or services for or on behalf of the County, as specified in this Agreement
15 and in Agreement No. 25-288 and 25-292, provided that such use or disclosure shall not violate
16 HIPAA Rules. The uses and disclosures of PHI may not be more expansive than those
17 applicable to the County, as the "Covered Entity" under the HIPAA Rules, except as authorized
18 for management, administrative or legal responsibilities of the Contractor.

19 4. Contractor shall protect, from unauthorized access, use, or disclosure of names
20 and other identifying information concerning persons receiving services pursuant to this
21 Agreement, except where permitted in order to carry out data aggregation purposes for health
22 care operations. (45 CFR Sections 164.504 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i).)
23 This pertains to any and all persons receiving services pursuant to a County funded program.
24 Contractor shall not use such identifying information for any purpose other than carrying out
25 Contractor's obligations under this Agreement or Agreement No. 25-288 and 25-292.

26 5. Contractor shall not disclose any such identifying information to any person or
27 entity, except as otherwise specifically permitted by this Agreement, as permitted by Agreement
28 No. 25-288 and 25-292, as authorized by law, or as authorized by the client/patient.

1 6. For purposes of the above sections, identifying information shall include, but not
2 be limited to name, identifying number, symbol, or other identifying particular assigned to the
3 individual, such as finger or voice print, or a photograph.

4 7. Contractor shall provide access, at the request of County, and in the time and
5 manner designated by County, to PHI in a designated record set (as defined in 45 CFR Section
6 164.501), to an individual or to County in order to meet the requirements of 45 CFR
7 Section 164.524 regarding access by individuals to their PHI.

8 Contractor shall make any amendment(s) to PHI in a designated record set at the
9 request of County, and in the time and manner designated by County in accordance with 45
10 CFR Section 164.526.

11 Contractor shall provide to County or to an individual, in a time and manner
12 designated by County, information collected in accordance with 45 CFR Section 164.528, to
13 permit County to respond to a request by the individual for an accounting of disclosures of PHI
14 in accordance with 45 CFR Section 164.528.

15 8. Contractor shall report to County, in writing, any knowledge or reasonable belief
16 that there has been unauthorized access, viewing, use, disclosure, or breach of PHI not
17 permitted by this Agreement, and any breach of unsecured PHI of which it becomes aware,
18 immediately and without reasonable delay and in no case later than two (2) business days of
19 discovery. Immediate notification shall be made to County's Information Security Officer and
20 Privacy Officer and DBH's HIPAA Representative, within two (2) business days of discovery.
21 The notification shall include, to the extent possible, the identification of each individual whose
22 unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used,
23 disclosed, or breached. Contractor shall take prompt corrective action to cure any deficiencies
24 and any action pertaining to such unauthorized disclosure required by applicable Federal and
25 State Laws and regulations. Contractor shall investigate such breach and is responsible for all
26 notifications required by law and regulation or deemed necessary by County and shall provide a
27 written report of the investigation and reporting required to County's Information Security Officer
28 and Privacy Officer and DBH's HIPAA Representative. This written investigation and

1 description of any reporting necessary shall be postmarked within the thirty (30) working days of
2 the discovery of the breach to the addresses below:
3

4 County of Fresno 5 Department of Public Health 6 HIPAA Representative 7 (559) 600-6439 P.O. Box 11867 Fresno, California 93775	5 County of Fresno 6 Department of Public Health 7 Privacy Officer 8 (559) 600-6405 P.O. Box 11867 Fresno, California 93775	6 County of Fresno 7 Department of Internal Services 8 Information Security Officer 9 (559) 600-5800 2048 North Fine Street Fresno, California 93727
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8 9. Contractor shall make its internal practices, books, and records relating to the
use and disclosure of PHI received from County, or created or received by the Contractor on
behalf of County, available to the United States Department of Health and Human Services
upon demand.

10. 10. Safeguards

11 Contractor shall implement administrative, physical, and technical safeguards as
12 required by 45 CFR 164.308, 164.310, and 164.312 that reasonably and appropriately protect
13 the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates,
14 receives, maintains or transmits on behalf of County; and to prevent access, use or disclosure
15 of PHI other than as provided for by this Agreement. Contractor shall develop and maintain a
16 written information privacy and security program that includes administrative, technical and
17 physical safeguards appropriate to the size and complexity of Contractor's operations and the
18 nature and scope of its activities. Upon County's request, Contractor shall provide County with
19 information concerning such safeguards.

20 Contractor shall implement strong access controls and other security safeguards
21 and precautions in order to restrict logical and physical access to confidential, personal (e.g.,
22 PHI) or sensitive data to authorized users only.

23 11. 11. Mitigation of Harmful Effects

24 Contractor shall mitigate, to the extent practicable, any harmful effect that is
25 known to Contractor of an unauthorized access, viewing, use, disclosure, or breach of PHI by
26 Contractor or its subcontractors in violation of the requirements of these provisions.

1 12. Contractor's Subcontractors

2 Contractor shall ensure that any of its subcontractors, if applicable, to whom
3 Contractor provides PHI received from or created or received by Contractor on behalf of County,
4 agree to the same restrictions and conditions that apply to Contractor with respect to such PHI;
5 and to incorporate, when applicable, the relevant provisions of these provisions into each
6 subcontract or sub-award to such subcontractors.

7 13. Term

8 This Agreement is effective on January 27, 2026 and terminates on the date all
9 PHI is returned to the County and/or the County receives certification from Contractor that all
10 PHI has been destroyed in accordance with HIPAA Rules.

11 14. Notices

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

14 For the County:

15 Director
16 County of Fresno
17 1925 E. Dakota Avenue
18 Fresno, CA 93726

19 For the Contractor:

20 Executive Director
21 251 Llewellyn Avenue
22 Campbell, CA 95008

23 Change of Contact Information. Either party may change the information in this
24 section by giving notice as provided in this section

25 Method of Delivery. Each notice between the County and the Contractor provided
26 for or permitted under this Agreement must be in writing, state that it is a notice provided under
27 this Agreement, and be delivered either by personal service, by first-class United States mail, by
28 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
Document Format (PDF) document attached to an email.

15. Effect of Termination

16. Upon termination of this Agreement, Contractor shall provide notice to County

1 and either 1) commence PHI return and complete such return within thirty days of notice or 2)
2 provide certification of date and time of destruction of PHI.

3 16. Interpretation

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

9 17. Regulatory References

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

12 18. Survival

13 The respective rights and obligations of Contractor as stated in this Section shall
14 survive the termination or expiration of this Agreement.

15 19. Authorized Signature

16 The Contractor represents and warrants to the County that:

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

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

22 20. Electronic Signatures

23 The parties agree that this Agreement may be executed by electronic signature
24 as provided in this section.

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

1 signature.

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

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

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

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

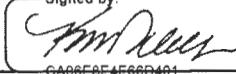
16 21. Counterparts

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

19 [SIGNATURE PAGE FOLLOWS]

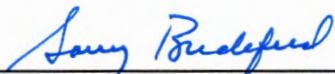
1 The parties are signing this Agreement on the date stated in the introductory clause.

2 Pacific Clinics

3 _____
4 Signed by:
5 
6 Kim M. Wells, Chief Legal Officer

7 499 Loma Alta Ave
8 Los Gatos, CA 95030

9 COUNTY OF FRESNO

10 _____
11 
12 Garry Bredefeld, Chairman of the Board of
13 Supervisors of the County of Fresno

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

18 By: Alexandria Vini
19 Deputy

20 For accounting use only:

21 Org No.: 56304323, 56304335, 56307007
22 Account No.: 7295
23 Fund No.: 0001
24 Subclass No.: 10000