

AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of June, 2016,
by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California,
hereinafter referred to as "COUNTY", and **FRESNO PACIFIC UNIVERSITY**, whose address is
1717 South Chestnut, Fresno, California 93702, hereinafter referred to as "COLLEGE".

WITNESSETH:

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

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

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

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

1. Social Work Programs
2. Psychology Programs
3. Educational School Programs
4. Business Programs
5. Social Sciences Programs
6. Health Sciences Programs
7. Marriage, Family and Child Counseling Programs
8. Criminal Justice Program
9. Peacemaking & Conflict Studies Program
10. Nursing Program

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

3 **1. RESPONSIBILITIES OF COLLEGE**

4 A. COUNTY's DPH, DSS, and DBH Directors and Chief Probation Officer, or
5 designees, shall have sole authority for each respective COUNTY Department included in this
6 Agreement, as to how many placements for internships shall be made available to COLLEGE during
7 each term of this Agreement. COLLEGE agrees that each participating student and/or instructor from
8 COLLEGE shall be in compliance with COUNTY's health clearance requirements. Prior to the first
9 clinical rotation of each student and/or instructor at COUNTY's facilities, COLLEGE must provide
10 COUNTY proof that each student and/or instructor assigned to COUNTY meets COUNTY's health
11 clearance requirements, including, but not limited to:

12 1) Hepatitis B Vaccination Series - Since the work may lead to a
13 reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other
14 potentially infectious materials, each student and/or instructor must have received a Hepatitis B
15 vaccination series prior to commencing placement at COUNTY; or Hepatitis B Vaccine Declination
16 Form - In lieu of student and/or instructor certifying to COUNTY that the student has been
17 vaccinated for Hepatitis B, COUNTY will accept from each student and/or instructor a form declining
18 the Hepatitis B vaccination. The declination form shall comply with the requirements of 29 Code of
19 Federal Regulations, Section 1910.1030, by this reference incorporated herein. Student and/or
20 instructor may use COUNTY's Hepatitis B Vaccine Declination Form, identified as Exhibit A,
21 attached hereto and by this reference incorporated herein, to meet the above requirements; and

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

25 3) Providing Measles, Mumps, and Rubella (MMR) or serological evidence
26 of immunity to rubella or rubeola; and

27 4) Providing proof of fulfillment of OSHA Blood-borne Pathogen Standards
28 (mandated training and post-exposure follow-up); and

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

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

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

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

14 E. COLLEGE shall establish a rotational plan for the learning experience available
15 at COUNTY facilities and shall schedule the students in conformity with the calendar of COLLEGE's
16 academic year and with the curriculum of the educational programs of COLLEGE; provided, however,
17 that the specific COUNTY patient care areas or Probation locations to be utilized by COLLEGE shall
18 be selected subsequently by mutual agreement between COUNTY's DPH, and/or DSS, and/or DBH
19 Director(s), and/or Chief Probation Officer, or designee(s), and COLLEGE's chairperson(s) or duly
20 authorized representative(s) of the various departments/programs listed in the "WITNESSETH"
21 section of this Agreement hereinabove.

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

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

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1 H. COLLEGE shall certify to COUNTY at the time each student first reports to
2 COUNTY's facilities to participate in the clinical and field educational program, that the student shall
3 be enrolled in a health insurance plan.

4 I. COLLEGE shall ensure students act professionally and appropriately while at
5 COUNTY facilities.

6 J. COLLEGE shall require every student to conform to all applicable COUNTY
7 policies, procedures, regulations, and all requirements and restrictions specified jointly by
8 representatives of COLLEGE and COUNTY.

9 K. COLLEGE shall require its instructors to notify COUNTY's DPH, and/or DSS,
10 and/or DBH Director(s), and/or Chief Probation Officer, or designee(s), as appropriate in advance of
11 student placement regarding:

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

14 2) Any change in the placement of students in clinical and field
15 assignments.

16 L. COLLEGE shall, in consultation and coordination with COUNTY's DPH, and/or
17 DSS, and/or DBH Director(s), and/or Chief Probation Officer, or designee(s), arrange for periodic
18 conferences between appropriate representatives of COLLEGE and COUNTY to evaluate the clinical
19 and field experience programs provided under this Agreement.

20 M. COLLEGE shall provide and be responsible for the use and control of its
21 educational supplies, materials and equipment used for instruction during the clinical and field
22 experience programs.

23 N. COLLEGE shall distribute to each student a statement which explains the
24 hazards of drug abuse in their profession.

25 O. COLLEGE shall provide for an introductory orientation of students assigned to
26 COUNTY facilities, which shall provide an overview of the clinical and field assignment(s) and the
27 terms and conditions of student placement at COUNTY facilities.

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1 P. COLLEGE agrees that special reports, projects, thesis, and/or publications based
2 upon studies and research arising out of the cooperative education experience permitted by this
3 Agreement, shall be reviewed and approved prior to release through the committee responsible for
4 planning the course and then with COUNTY's DPH, and/or DSS, and/or DBH Director(s), and/or
5 Chief Probation Officer, or designee(s), as appropriate, for approval by means of such procedures as
6 COUNTY shall designate. Approval of reports by COLLEGE's planning committee and COUNTY's
7 DPH, and/or DSS, and/or DBH Director(s), and/or Chief Probation Officer, or designee(s), shall not
8 be unreasonably withheld.

9 Q. COLLEGE agrees to complete an evaluation of each student at least once during
10 a specific program period.

11 R. COLLEGE shall allow COUNTY program managers and other designated
12 personnel to attend meetings of COLLEGE's faculty, or any committee thereof, to coordinate the
13 clinical and field experience programs provided under this Agreement and to designate lines of
14 authority and communication for coordination of relations between COUNTY personnel and
15 COLLEGE instructors.

16 S. COLLEGE's employees, agents and students shall abide by the provisions of
17 State of California law relating to confidentiality of medical records, further described in Paragraph 11
18 of this Agreement, and any person knowingly and intentionally violating the provisions of State of
19 California law may be guilty of a misdemeanor. Further, COLLEGE's employees, agents and students
20 obtaining clinical and field experience in the Probation Department may have access to confidential
21 criminal records, Department of Motor Vehicle records, or other criminal justice information, much of
22 which is controlled by statute, including but not limited to Penal Code Sections 11105, 13300, 11141-
23 11143, and 13302-13304; Government Code Section 6200; and California Vehicle Code Section
24 1808.5. Any misuse of said information in violation of State of California law may result in criminal
25 and/or civil action.

26 T. COLLEGE's employees, agents and students shall be issued COUNTY
27 identification badges which must be worn only at COUNTY facilities while participating in the
28 clinical and field experience programs, pursuant to the terms and conditions of this Agreement.

1 U. COLLEGE will ensure each participating student referred for program
2 participation has adequate transportation and auto insurance as participating students will not be
3 permitted to operate COUNTY vehicles to perform activities related to this Agreement. COLLEGE
4 will provide proof of Worker's compensation coverage for instructors and students for injury during
5 clinical and field experience.

6 V. COLLEGE shall comply with all Prison Rape Elimination Act (PREA) (42
7 U.S.C. § 15601 et seq.) standards for juvenile correctional facilities. Pursuant to federal regulations
8 (28 CFR § 115.332), the Probation Department will provide training to COLLEGE's personnel
9 regarding their responsibilities under the Department's sexual abuse and sexual harassment
10 prevention, detection, and response policies and procedures.

11 W. COLLEGE acknowledges that services performed in COUNTY's Detention
12 Facilities shall be performed in accordance with Exhibit B, "No Hostage Facility", attached hereto and
13 incorporated herein by this reference.

14 X. COLLEGE acknowledges that select students shall be required to have
15 fingerprinting performed prior to entry to certain facilities. All students not assigned to Probation shall
16 be fingerprinted prior to entry to any Probation facility. All students assigned to Probation shall be
17 required to pass a background check (conducted at the Probation Department's expense) prior to
18 assignment, which includes but is not limited to fingerprints, Department of Motor Vehicle and local
19 criminal records check.

20 Y. COLLEGE's students shall purchase food or bring food with them; no special
21 arrangements for food will be made.

22 **2. RESPONSIBILITIES OF COUNTY**

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

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

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

8 D. With the exception of the Probation Department which shall only provide access
9 to restroom facilities, COUNTY shall provide to students and instructors taking part in the clinical and
10 field experience (subject to space limitations) the following facilities:

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

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

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

16 4) Restroom facilities and appropriate space for changing and storage of
17 uniforms.

18 E. COUNTY shall permit and encourage members of its resident staff and/or
19 attending medical staff and/or Probation staff to participate in the instructional phase of COLLEGE's
20 clinical and field experience programs.

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

26 G. COUNTY shall provide an introductory orientation for COLLEGE instructors
27 and faculty staff which shall provide an overview of COUNTY facilities, field and experience
28 programs, and the terms and conditions of student placement at COUNTY's facilities.

1 H. COUNTY shall notify COLLEGE's instructors, in advance, of any change in its
2 Director or Chief Probation Officer (or designee) appointments.

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

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

8 **3. TERM**

9 The term of this Agreement shall be for a period of three (3) years, commencing on July
10 1, 2016 through and including June 30, 2019. This Agreement may be extended for two (2)
11 additional consecutive twelve (12) month periods upon written approval of both parties no later than
12 thirty (30) days prior to the first day of the next twelve (12) month extension period. The Department
13 of Public Health Director or designee is authorized to execute such written approval on behalf of
14 COUNTY based on COLLEGE'S satisfactory performance.

15 **4. TERMINATION**

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

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

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

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

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1 **5. COMPENSATION**

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

6 **6. INDEPENDENT CONTRACTOR**

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

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

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1 **7. MODIFICATION**

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

4 **8. NON-ASSIGNMENT**

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

7 **9. HOLD-HARMLESS**

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

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

24 **10. INSURANCE**

25 For purposes of this Agreement, students/interns will be explicitly considered employees
26 of the COLLEGE. Without limiting COUNTY's right to obtain indemnification from COLLEGE or
27 any third parties, COLLEGE, at its sole expense, shall maintain in full force and effect the following
28 insurance policies or a program of self-insurance, including but not limited to, an insurance

1 arrangement or Joint Powers Agreement (JPA) throughout the term of this Agreement:

2 A. Commercial General Liability

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

8 B. Automobile Liability

9 Comprehensive Automobile Liability Insurance with limits for bodily injury of
10 not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five
11 Hundred Thousand Dollars (\$500,000) per accident and for property damages of
12 not less than Fifty Thousand Dollars (\$50,000), or such coverage with a
13 combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage
14 should include owned and non-owned vehicles used in connection with this
15 Agreement. COLLEGE shall ensure that each student as part of this Agreement
16 procures and maintains their own private vehicle coverage in force during the
17 term of this Agreement, at the student's sole cost and expense.

15 C. Professional Liability

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

25 D. Worker's Compensation

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

28 COLLEGE shall obtain endorsements to the Commercial General Liability insurance

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

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

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

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

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1 **11. CONFIDENTIALITY**

2 A. The parties to this Agreement shall be in strict conformance with all applicable
3 Federal and State of California laws and regulations, including but not limited to Sections 5328, 10850
4 and 14100.2 *et seq.* of the Welfare and Institutions Code Regulations, Sections 2.1 and 431.300 *et seq.*
5 of Title 42, Code of Federal Regulations (CFR), Section 56 *et seq.* of the California Civil Code,
6 Sections 11977 and 11812 of Title 22 of the California Code of Regulations, and the Health Insurance
7 Portability and Accountability Act (HIPAA), including but not limited to Section 1320 D *et seq.* of
8 Title 42, United States Code (USC) and its implementing regulations, including, but not limited to
9 Title 45, CFR, Sections 142, 160, 162, and 164, The Health Information Technology for Economic
10 and Clinical Health Act (HITECH) regarding the confidentiality and security of patient information,
11 and the Genetic Information Nondiscrimination Act (GINA) of 2008 regarding the confidentiality of
12 genetic information.

13 Except as otherwise provided in this Agreement, COLLEGE, as a Business
14 Associate of COUNTY, may use or disclose protected health information (PHI) to perform functions,
15 activities or services for or on behalf of COUNTY, as specified in this Agreement, provided that such
16 use or disclosure shall not violate the Health Insurance Portability and Accountability Act (HIPAA),
17 42 U.S.C. 1320d *et seq.* The uses and disclosures of PHI may not be more expansive than those
18 applicable to COUNTY, as the “Covered Entity” under the HIPAA Privacy Rule (45 CFR 164.500 *et*
19 *seq.*), except as authorized for management, administrative or legal responsibilities of the Business
20 Associate.

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

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

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

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

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

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

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

1 G. COLLEGE shall report to COUNTY, in writing, any knowledge or reasonable
2 belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of
3 unsecured PHI not permitted by this Agreement of which it becomes aware, immediately and without
4 reasonable delay and in no case later than two (2) business days of discovery. Immediate notification
5 shall be made to COUNTY's Information Security Officer and Privacy Officer and COUNTY's DPH
6 HIPAA Representative, within two (2) business days of discovery. The notification shall include, to
7 the extent possible, the identification of each individual whose unsecured PHI has been, or is
8 reasonably believed to have been, accessed, acquired, used, disclosed, or breached. COLLEGE shall
9 take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized
10 disclosure required by applicable Federal and State Laws and regulations. COLLEGE shall
11 investigate such breach and is responsible for all notifications required by law and regulation or
12 deemed necessary by COUNTY and shall provide a written report of the investigation and reporting
13 required to COUNTY's Information Security Officer and Privacy Officer and COUNTY's DPH
14 HIPAA Representative. This written investigation and description of any reporting necessary shall be
15 postmarked within the thirty (30) working days of the discovery of the breach to the addresses below:

| | | |
|---------------------------|------------------------|---------------------------------|
| 16 County of Fresno | County of Fresno | County of Fresno |
| 17 Dept. of Public Health | Dept. of Public Health | Information Technology Services |
| HIPAA Representative | Privacy Officer | Information Security Officer |
| (559) 600-6439 | (559) 600-6405 | (559) 600-5800 |
| P.O. Box 11867 | P.O. Box 11867 | 2048 N. Fine Street |
| 19 Fresno, CA 93775 | Fresno, CA 93775 | Fresno, CA 93727 |

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

27 COLLEGE shall cooperate with the compliance and investigation reviews
28 conducted by the Secretary. PHI access to the Secretary must be provided during the COLLEGE's

1 normal business hours, however, upon exigent circumstances access at any time must be granted.
2 Upon the Secretary's compliance or investigation review, if PHI is unavailable to COLLEGE and in
3 possession of a Subcontractor, it must certify efforts to obtain the information to the Secretary.

4 I. Safeguards

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

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

21 1. Passwords must not be:

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

24 b. A dictionary word; or

25 c. Stored in clear text.

26 2. Passwords must be:

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

28 b. Changed every ninety (90) days;

- c. Changed immediately if revealed or compromised; and
- d. Composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:

- 1) Upper case letters (A-Z);
- 2) Lower case letters (a-z);
- 3) Arabic numbers (0 through 9); and
- 4) Non-alphanumeric characters (punctuation symbols).

COLLEGE 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.

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

COLLEGE 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. COLLEGE must apply appropriate sanctions against its employees and students who fail to comply with these safeguards. COLLEGE must adopt procedures for terminating access to PHI when employment of employee ends.

J. Mitigation of Harmful Effects

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

1 COLLEGE must document suspected or known harmful effects and the outcome.

2 K. COLLEGE's Subcontractors

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

8 L. Employee Training and Discipline

9 COLLEGE shall train and use reasonable measures to ensure compliance with
10 the requirements of these provisions by employees who assist in the performance of functions or
11 activities on behalf of COUNTY under this Agreement and use or disclose PHI and discipline such
12 employees who intentionally violate any provisions of these provisions, including termination of
13 employment.

14 M. Termination for Cause

15 Upon COUNTY's knowledge of a material breach of these provisions by
16 COLLEGE, COUNTY shall either:

17 1. Provide an opportunity for COLLEGE to cure the breach or end the
18 violation and terminate this Agreement if COLLEGE does not cure the breach or end the violation
19 within the time specified by COUNTY; or

20 2. Immediately terminate this Agreement if COLLEGE has breached a
21 material term of these provisions and cure is not possible.

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

25 N. Judicial or Administrative Proceedings

26 COUNTY may terminate this Agreement in accordance with the terms and
27 conditions of this Agreement as written hereinabove, if: (1) COLLEGE is found guilty in a criminal
28 proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) there is

1 a finding or stipulation that the COLLEGE has violated a privacy or security standard or requirement
2 of the HITECH Act, HIPAA or other security or privacy laws in an administrative or civil proceeding
3 in which the COLLEGE is a party.

4 O. Effect of Termination

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

13 P. Disclaimer

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

20 Q. Amendment

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

standards and requirements of HIPAA, the HIPAA regulations and the HITECH Act.

R. No Third-Party Beneficiaries

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

S. Interpretation

The terms and conditions in these provisions shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations 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 HIPAA and the HIPAA regulations.

T. Regulatory References

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

U. Survival

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

V. No Waiver of Obligations

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

12. DATA SECURITY

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

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

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

6 B. COLLEGE-Owned Computers or Computer Peripherals

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

12 C. COUNTY-Owned Computer Equipment

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

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

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

22 F. Confidential client information transmitted to one party by the other by means of
23 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of
24 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

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

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

6 **13. NON-DISCRIMINATION**

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

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

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

22 **15. AUDITS AND INSPECTIONS**

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

28 ///

1 **16. NOTICES**

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

4 COUNTY

5 Director, County of Fresno
6 Department of Public Health
7 P.O. Box 11867
8 Fresno, CA 93775

9 Director, County of Fresno
10 Department of Social Services
11 2135 Fresno St., 1st Floor, Suite 100
12 Fresno, CA 93721

13 Director, County of Fresno
14 Department of Behavioral Health
15 4441 E. Kings Canyon Road
16 Fresno, CA 93702

17 Chief Probation Officer
18 Probation Department
19 3333 E. American Avenue, Suite B
20 Fresno, CA 93725

COLLEGE

 Business Manager
 Fresno Pacific University
 1717 South Chestnut
 Fresno, CA 93702

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

25 **17. GOVERNING LAW**

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

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

18. SEVERABILITY

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

1 **19. ENTIRE AGREEMENT**

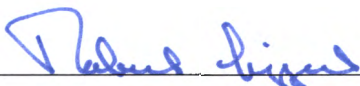
2 This Agreement, including Exhibit A, Exhibit B, and Exhibit C constitutes the entire
3 agreement between COLLEGE and COUNTY with respect to the subject matter hereof and
4 supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements,
5 publications, and understandings of any nature whatsoever unless expressly included in this
6 Agreement.

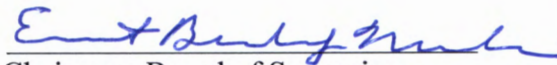
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

3
4 **COLLEGE:**
5 **FRESNO PACIFIC UNIVERSITY**

COUNTY OF FRESNO

6 By 

By 
Chairman, Board of Supervisors

7 Print Name: Robert Lippert

8 Title: CFO

Date: 6-21-16

9 Date: 11 May 16

10 BERNICE E. SEIDEL, Clerk
11 Board of Supervisors

12 By _____

By Susan Bishop, Deputy

13 Print Name: _____

Date: 6-21-16


14 Title: _____

15 Date: _____


16
17 Mailing Address:
18 1717 N. Chestnut
19 Fresno, CA 93702
20 Phone No.: (559) 453-2000
21 Contact: Business Manager

22
23 **PLEASE SEE ADDITIONAL**
24 **SIGNATURE PAGE ATTACHED**
25
26
27
28


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


3 By 
4 _____

10 REVIEWED AND RECOMMENDED FOR APPROVAL:

11 By 
12 _____
13 David Pomaville, Director
14 Department of Public Health

15 By 
16 _____
17 Delfino Neira, Director
18 Department of Social Services

19 By 
20 _____
21 Dawan Utecht, Director
22 Department of Behavioral Health

23 By 
24 _____
25 Michael L. Elliott, Interim Chief Probation Officer
26 Probation Department

27 Fund/Subclass: 0001/10000
28 Organization: 56201500
56107001
56302003
34309999
Account: 7295

HEPATITIS B VACCINE DECLINATION

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

Print Name

Job Title

Department

Student Signature

Date

Parent/Guardian Signature

Date

***If I continue to have occupational exposure to blood and other potentially infectious material, I understand that I have the option to receive the Hepatitis B vaccination series at a later date, at the expense of the Fresno Pacific University.

NO HOSTAGE FACILITY

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

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

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

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

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

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

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

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

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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