

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF TULARE
AND
FRESNO PACIFIC UNIVERISTY**

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into between the County of Tulare, Probation Department (hereinafter called COUNTY) and Fresno Pacific University (hereinafter called UNIVERSITY), a California non-profit religious corporation, to provide field placement of Criminal Justice and Social Work students as interns in the probation work field. This MOU will establish and/or ratify existing relationships and procedures between these parties effective the date of execution.

WHEREAS, the UNIVERSITY has established approved programs of special training for a Bachelor's in Criminal Justice and Social Work, hereinafter referred to as "the Program"; and

WHEREAS, the Program requires facilities where students can obtain the learning experience required in the curriculum; and

WHEREAS, the COUNTY has the setting and equipment needed by the Program trainees as part of their practical learning experience; and

WHEREAS, it is to the mutual benefit of the parties hereto that students have opportunities to use the facilities of the COUNTY for their learning experience.

ACCORDINGLY, IT IS AGREED:

- I. **PURPOSE:** The purpose of this MOU is to establish procedural guidelines authorized by the COUNTY and by the UNIVERSITY to provide each UNIVERSITY student assigned to COUNTY as mutually agreed by both parties information about the field education component of the curriculum and the responsibilities of each participant in field education.
- II. **POPULATION TO BE SERVED:** The COUNTY intends to establish an Internship Program for Criminal Justice and Social Work students to be a collaborative project with the UNIVERSITY to provide the field education component of the curriculum for the UNIVERSITY.
- III. Recognizing that the specific nature of the Field Practicum experience may vary, it is agreed by the COUNTY and the UNIVERSITY, upon execution of this MOU and within the scope of its provisions, the parties will meet and confer on the nature of practical experience to formalize operational detail of the Field Practicum. All parties will adhere to the terms of the Field Practicum Agreement, attached as Exhibit A-1 and Exhibit A-2.
- IV. **FINGERPRINTING:** Students must submit to Live-Scan fingerprinting as part of a criminal history check, which will be provided to students by the COUNTY. The UNIVERSITY student's participation in the Internship Program will be contingent upon the criminal history/ Live Scan results. Convictions will be assessed by Human Resources and Development for relatedness to the Internship Program. Students with criminal convictions may be still be accepted into the program if there are mitigating circumstances or if the conviction is not related to the field practicum.
- V. **DATA COLLECTION:** The UNIVERSITY students will need to fill out the data collection packets for Tulare County Probation Department.

Data Collection Packet will consist of:

Tulare County Intern Program Internship Agreement.

Personnel Rule 14: Equal Employment/Discrimination/Sexual Harassment Policy.

Personnel Rule 20: Dress Code.

Personnel Rule 21: Drug Free Workplace.

Tulare County Probation Department HIPAA Sanction Policy.

Tulare County Probation Department Confidentiality.

County of Tulare Policy on violence and threats of violence in the workplace & safety in the workplace policy & code of safe practices.

County of Tulare summary of the information technology (IT) security policy.

Tulare County Probation Department Mandated Reporting.

- VI. WORKSTATION: The COUNTY will provide facilities as presently available and as necessary for the development and maintenance of a program student. This MOU is a complete statement of the responsibilities and commitment of both parties to the COUNTY work training by the UNIVERSITY students.
- VII. FIELD PRACTICUM INSTRUCTOR: The COUNTY will designate a Field Practicum Instructor who will coordinate each student's learning experience in the Program, as described in Exhibit A-1 and Exhibit A-2
- VIII. STUDENT SUPERVISION: COUNTY shall permit students to perform services for clients only when under the supervision of COUNTY's staff. Students shall assist staff, perform assignments, and participate in research, etc. Students are to be regarded as student interns, not employees, and are not to replace the COUNTY's staff. There will be no expectation of employment by the COUNTY after completion by the student of the Internship Program.
- IX. GROUNDS FOR REMOVAL: COUNTY may request that UNIVERSITY remove from the Internship Program any student whose performance after appropriate instruction and counseling continues to fall below the level required to maintain appropriate practice standards, or whose conduct inhibits desirable relationships COUNTY has with the public or other agencies, or who fails to follow COUNTY's administrative policies, procedures, rules, and regulations. UNIVERSITY agrees to remove such students at COUNTY's request.
- X. TERM: This MOU will commence upon signature and will remain in effect until June 30, 2023, unless otherwise terminated as provided in this MOU.
- XI. INDEPENDENT CONTRACTOR STATUS: The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of either COUNTY or UNIVERSITY for any purpose, including, but not limited to, compensation for services, welfare and pension benefits. In addition, participation in the Internship Program is not a guarantee of employment with the COUNTY and

does not confer any employment rights to the student interns.

- XII. This MOU is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, landlord/tenant, or association between the UNIVERSITY and the COUNTY and their employees, students, or agents, but rather is an MOU by and between two independent parties. Each student that is placed with the COUNTY as part of the Internship Program is receiving education as part of his/her academic curriculum. Duties performed by a student are not performed as an employee of COUNTY but rather in fulfillment of the academic requirements of his/her educational experience and are performed under field supervision by COUNTY personnel. UNIVERSITY acknowledges that nothing in this MOU shall be construed to confer any right upon the UNIVERSITY or UNIVERSITY Personnel to participate in, control, or direct operations at the COUNTY. As UNIVERSITY is not COUNTY's employee, UNIVERSITY is responsible for paying all required state and federal taxes for its employees. In particular, COUNTY will not:
- a. Make state or federal unemployment insurance contributions on UNIVERSITY'S behalf.
 - b. Make disability insurance contributions on behalf of UNIVERSITY.
 - c. Obtain unemployment compensation insurance on behalf of UNIVERSITY.
- XIII. Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of UNIVERSITY to assure compliance with this MOU.
- XIV. COMPLIANCE WITH LAW: UNIVERSITY shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to UNIVERSITY'S employees, UNIVERSITY shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.
- XV. AMENDMENTS: Amendments or modifications to the terms of this MOU must be made in writing and approved by all parties hereto, in order to maintain compliance with changes pursuant to federal or state laws, regulations, or policies affecting MOUs rulings, pertinent regulations, or funding.
- XVI. RECORDS AND AUDIT: UNIVERSITY shall maintain complete and accurate records with respect to the services rendered under this MOU. In addition, UNIVERSITY shall maintain complete and accurate records with respect to any employees or subcontractors performing work under this MOU. All such records shall be prepared in accordance with generally accepted accounting and/or record keeping procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, UNIVERSITY shall make such records available within Tulare County to the COUNTY or its designee, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of expiration or termination under this MOU.
- XVII. INSURANCE:
- (a) Prior to approval of this MOU by the COUNTY, Contractor shall file with the Clerk of the Board of Supervisors, evidence of the insurance as set forth in Exhibit B attached, which outlines the minimum scope, specifications and limits of insurance

required under this MOU. Additional insured endorsements required as outlined in Exhibit B shall not be used to reduce limits available to County as an additional insured from the Contractor's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this MOU or act in any way to reduce the policy coverage and limits available from the insurer (s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this MOU.

- (b) Student Intern's participating in the internship program will be treated as volunteers for the COUNTY, COUNTY agrees to provide workers' compensation insurance coverage to Student Interns for any injury or disease arising out of Student Intern's participation in the internship program.
- (c) UNIVERSITY acknowledges and agrees that it will be responsible for procuring and maintaining in force professional liability insurance for each INTERN participating in the PROGRAM during the full period of any internship with COUNTY. Professional Liability Insurance shall be in amounts reasonably necessary to protect the INTERN against liability arising from any and all negligent acts or incidents caused by the INTERN. Coverage under such professional liability insurance shall not be less than one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best and shall be provided to COUNTY upon request.

XVIII. INDEMNIFICATION: The UNIVERSITY shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by the UNIVERSITY or its agents, officers and employees under this MOU. This indemnification specifically includes any claims that maybe made against the COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this MOU, and any claims made against COUNTY alleging Civil Rights violations by UNIVERSITY under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for UNIVERSITY'S failure to provide FORM DE-542, when applicable.

COUNTY shall hold harmless, defend and indemnify UNIVERSITY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including UNIVERSITY property, arising from, or in connection with, the performance by the COUNTY or its agents, officers and employees under this MOU. This indemnification specifically includes any claims that maybe made against the UNIVERSITY by any taxing authority asserting that an employer-employee relationship exists by reason of this MOU, and any claims made against UNIVERSITY alleging Civil Rights violations by COUNTY under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on UNIVERSITY for COUNTY'S failure to provide FORM DE-542, when applicable.

XIX. TERMINATION:

- (a). Without Cause: Either party will have the right to terminate this MOU without cause by giving thirty (30) days prior written notice of intention to terminate pursuant

to this provision, specifying the date of termination.

- (b). With Cause: This MOU may be terminated immediately by either party should the other party:
- (1) be adjudged or bankrupt, or
 - (2) become insolvent or have a receiver appointed, or
 - (3) make a general assignment for the benefit of creditors, or
 - (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this MOU, or
 - (5) materially breach this MOU.

In addition, COUNTY may terminate this MOU based on:

- (6) Material misrepresentation, either by UNIVERSITY or anyone acting on UNIVERSITY'S behalf, as to any matter related in any way to this MOU or the Internship Program, or
 - (7) other misconduct or circumstances which, in the sole discretion of the COUNTY, either impairs the ability of UNIVERSITY to competently provide the services under this MOU, or exposes the COUNTY to an unreasonable risk of liability.
- (c). Effects of Termination: Expiration or termination of this MOU shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the MOU, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where UNIVERSITY'S services have been terminated by the County, said termination will not affect any rights of the County to recover damages against the UNIVERSITY.
- (d). Suspension of Performance: Independent of any right to terminate this MOU, the authorized representative of COUNTY for which UNIVERSITY's services are to be performed, may immediately suspend performance by UNIVERSITY or participation by student in the Internship Program, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by UNIVERSITY to comply with the provisions of this MOU, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

XX. NOTICES: Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:
Marichu A. Baker, Fiscal Manager
Tulare County Probation Department
221 South Mooney Boulevard, Room 206
Phone No.: +1 (559)-713-2765
Fax No.: +1 (559)-713-2626

With a copy to:
COUNTY ADMINISTRATIVE OFFICER
2800 West Burrel Avenue
Visalia, California 93291
Phone No.: +1 (559) 636-5005
Fax No.: +1 (559) 733-6318

FRESNO PACIFIC UNIVERSITY:
Criminal Justice Department
5 River Park West, Suite 303
Fresno, California 93720
Phone No.: +1 (559) 573-7835
Fax No.: +1 (559) 453-5558

FRESNO PACIFIC UNIVERSITY:
Social Work Department
245 Plaza Drive
Visalia, California 93291
Phone No.: +1 (559) 302-4100
Fax No.: +1 (559) ____ - ____

- XXI. **ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this MOU, COUNTY is relying on the personal skill, expertise; training and experience of UNIVERSITY employees and no part of this MOU may be assigned or subcontracted by UNIVERSITY.
- XXII. **DISPUTE RESOLUTION:** If a dispute arises out of or relating to this MOU, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
- XXIII. **ENTIRE MOU REPRESENTED:** This MOU and its Exhibits represent the entire MOU between UNIVERSITY and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this MOU or its Exhibits may be modified without the written consent of both parties.
- XXIV. **FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this MOU.
- XXV. **NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this MOU do not intend to provide any other party, including the students participating in the Internship Program, with any benefit or enforceable legal or equitable right or remedy.
- XXVI. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This MOU is subject to all applicable laws and regulations. If any provision of this MOU is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit or the MOU to either party is lost, the MOU may be terminated at the option of the affected party. In all other cases the remainder of the MOU shall continue in full force and effect.
- XXVII. **ASSURANCES OF NON-DISCRIMINATION:** UNIVERSITY shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

- (a). It is recognized that both the UNIVERSITY and the COUNTY have the responsibility to protect the County employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace.
- (b). Accordingly, UNIVERSITY agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities.
- (c). The County in its sole discretion, has the right to require UNIVERSITY to replace any employee who provides services of any kind to County pursuant to this MOU with other employees where County is concerned that its employees or clients may have been or may be subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude County from terminating this MOU with or without cause as provided for herein.

XXVIII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

- (a). UNIVERSITY shall comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement, as set forth in EXHIBIT C attached.
- (b). At termination of this MOU, UNIVERSITY shall, if feasible, return or destroy all protected health information received from, or created or received by, UNIVERSITY on behalf of COUNTY that UNIVERSITY still maintains in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protection of this MOU to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information feasible.
- (c). COUNTY may immediately terminate this MOU if COUNTY determines that UNIVERSITY has violated a material term of this provision.

XXIX. GOVERNING LAW: This MOU shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

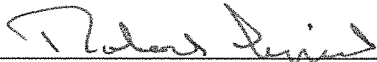
XXX. CULTURAL COMPETENCE AND DIVERSITY: UNIVERSITY shall comply with the Cultural Competence exhibit, as set forth in EXHIBIT D attached.

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XXXI. THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

FRESNO PACIFIC UNIVERSITY

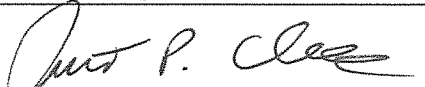
Date: 15 Oct - 18

By 

Print Name Robert Lippert

Title CEO

Date: 10-15-18

By 

Print Name Jon Clark, DSW

Title Program Director - DC Social Work

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____
Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By _____
Deputy

Matter # _____

EXHIBIT A-1

CRIMINAL JUSTICE DEPARTMENT FIELD PRACTICUM AGREEMENT

INTERNSHIP EMPLOYER *(to be filled out by the worksite representative)*

This company or agency (also called the worksite) agrees to engage the student as an intern under the same conditions and rules that govern other employees without regard to race, creed, color, ethnicity, nationality, disability, veteran status, or gender. We also agree to provide worksite supervision and a varied progressive work experience as outlined in the position description provided to the Fresno Pacific University Criminal Justice Department. We agree to provide verification when the student has completed the hours required for the awarding of academic credit. We agree not to hold Fresno Pacific University, or any of its employees responsible for any injury, damage or loss of the intern may cause the internship worksite, its employees or property. We also understand that the University provides no Worker's Compensation or personal liability coverage for the student.

Company/Work Station Name (Please Print)

Telephone Number

Address and Zip Code (Please Print)

Fax Number

Name and Title of Company/Agency Representative (Please Print)

Email Address

Signature of Company/Agency Representative

Date

STUDENT

I agree to abide by the requirements that govern the Fresno Pacific University Internship Program and have received a copy of these requirements. I agree to enroll in the appropriate course, perform the hours of work as assigned by the employer and turn in all forms, required papers, and reports to the Internship Director at required times. I understand that failure on my part to complete any requirement in a timely manner will result in the assignment of a no-credit grade. In accepting this internship I acknowledge the full release of any liability on the part of the company/agency, Fresno Pacific University for any injury sustained while engaged in any activity associated with this internship. I understand that the University provides no insurance coverage for me, including Worker's Compensation or personal liability. I understand that this internship is not a condition of employment and that I will not qualify for unemployment benefits at the completion of this internship.

Name of Student (Please Print)

Student ID Number

FPU Email Address

Address and Zip Code (Please Print)

Phone Number

Signature of Student

Date

UNIVERSITY/SCHOOL

Fresno Pacific University will provide guidance and supervision for any requirements associated with the student's obtaining academic credit for this internship. We will assist the participating employer and student with all related matters and help appraise the student's performance.

Signature of FPU Internship Instructor

Date

Criminal Justice Department
Fresno Pacific University, McDonald Hall 250
1717 South Chestnut Avenue
Fresno, CA 93702
Phone: 559-453-2067

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EXHIBIT A-2

SOCIAL WORK DEPARTMENT FIELD PRACTICUM AGREEMENT

Responsibilities of Field Instructors

Field Instructors should be committed to the values and goals of the Fresno Pacific University Social Work Program. Specific Responsibilities will include:

1. Orientation of students to the agency's policies, procedures and physical layout and any other information the student may need to do their work properly.
2. Provision of office supplies, telephone and office space enabling the students to function effectively.
3. Assignment of tasks, responsibilities and learning experiences commensurate with the students' knowledge and skill level.
4. Provision of on-going evaluative feedback to the students.
5. Supervision with students for at least one hour per week.
6. Participation in the midterm and final evaluation with the field practicum coordinator and the students.
7. Evaluation of how well the Fresno Pacific University Social Work Program have prepared students for their practicum experience.

Responsibilities of the Student

The student shall be responsible for the following:

1. Compliance with the agency's policies, procedures, programs and operating standards.
2. Completion of all assignments required by Fresno Pacific University Social Work Program and Agency.
3. Preparation for, and participation in, evaluation conferences.
4. Maintenance of professional and ethical behavior.
5. Accurate and complete confidential record keeping.
6. Transportation to and from the field agency.

All of the above-listed responsibilities are discussed in more detail in the Field Instruction Manual, which will be distributed to all students and agency field instructors at orientation.

This field practicum agreement may be terminated by any of the three parties upon notice to the others

in advance of the field practicum semester. Such termination should allow sufficient time for alternative placement arrangements to be made. Should termination be necessary for any reason during the field practicum semester, all parties should convene prior to termination.

Signed: _____, Field Instructor

Date: _____

Signed: _____, Agency Director

Date: _____

Signed: _____, FPU Field Coordinator

Date: _____

Signed: _____, Student

Date: _____

EXHIBIT B
PROFESSIONAL SERVICES CONTRACTS
INSURANCE REQUIREMENTS

UNIVERSITY shall provide and maintain insurance for the duration of this MOU against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the MOU by the UNIVERSITY, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/ location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the UNIVERSITY has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) Insurance, including coverage for all professionals provided by the UNIVERSITY as part of the PROGRAM, with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. UNIVERSITY must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the UNIVERSITY including material, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the UNIVERSITY's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the UNIVERSITY's insurance and shall not contribute with it.*
 - c. *UNIVERSITY hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. UNIVERSITY agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*
 - d. *Each insurance policy required by this MOU shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the County.*
3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the UNIVERSITY, its employees, agents and subcontractors.

- a. Waiver of Subrogation The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the UNIVERSITY, its employees, agents and subcontractors UNIVERSITY waives all rights against the County and its officers, agents, official, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.*
- C. Deductibles and Self-Insured Retentions
Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.
- D. Acceptability of Insurance
Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-: VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.
- E. Verification of Coverage
Prior to approval of this MOU by the COUNTY, the UNIVERSITY shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

EXHIBIT C

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

The Health insurance Portability and Accountability Act of 1996 (HIPAA)

A. Definitions: Terms used, but not otherwise defined, in this MOU shall have the same meaning as those terms in the Privacy Rule.

1. Business Associate. "Business Associate" shall mean UNIVERSITY.
2. Covered Entity. "Covered Entity" shall mean COUNTY.
3. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
4. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
5. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
6. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
7. Secretary. "Secretary" shall mean the Secretary of the Tulare County Probation Department or his/her designee.

B. Obligations and Activities of UNIVERSITY

1. UNIVERSITY agrees to not use or disclose Protected Health Information other than as permitted or required by the MOU or as Required by Law.
2. UNIVERSITY agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this MOU.
3. UNIVERSITY agrees to mitigate, to the extent practicable, any harmful effect that is known to UNIVERSITY of a use or disclosure of Protected Health Information by UNIVERSITY in violation of the requirements of this MOU.
4. UNIVERSITY agrees to report to COUNTY any use or disclosure of the Protected Health Information not provided for by this MOU of which it becomes aware.
5. UNIVERSITY agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by UNIVERSITY behalf of COUNTY agrees to the same restrictions and conditions that apply through this MOU to UNIVERSITY with respect to such information.

UNIVERSITY agrees to provide access, at the request of COUNTY, and in the time and manner requested by COUNTY, to Protected Health Information in a Designated Record Set, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR 164.524

6. UNIVERSITY agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner requested by COUNTY
 7. UNIVERSITY agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by UNIVERSITY on behalf of, COUNTY to the COUNTY, in a time and manner requested by COUNTY for purposes of determining UNIVERSITY'S and/or COUNTY'S compliance with the Privacy Rule.
 8. UNIVERSITY agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528
 9. UNIVERSITY shall provide to COUNTY or an individual, in time and manner designated by COUNTY, information collected in accordance with Title 45, CFR, Section 164.528, to permit the Department to respond to a request by the individual for an accounting of disclosures of PHI in accordance with Title 45, CFR, Section 164.528
- C. General Use and Disclosure Provisions: Except as otherwise limited in this MOU, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, COUNTY, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by COUNTY or the minimum necessary policies and procedures of the COUNTY.
- D. Specific Use and Disclosure
1. Except as otherwise limited in this MOU, UNIVERSITY may use Protected Health Information for the proper management and administration of the UNIVERSITY or to carry out the legal responsibilities of the UNIVERSITY.
 2. Except as otherwise limited in this MOU, UNIVERSITY may disclose Protected Health Information for the proper management and administration of the UNIVERSITY, provided that disclosures are Required By Law, or UNIVERSITY obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the UNIVERSITY of any instances of which it is aware in which the confidentiality of the information has been breached.
 3. Except as otherwise limited in this MOU, UNIVERSITY may use Protected Health Information to provide Data Aggregation services to COUNTY as permitted by 42 CFR 164.504(e)(2)(i)(B)

4. UNIVERSITY may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with § 164.502(j)(1)
- E. Obligations of COUNTY
1. COUNTY shall notify UNIVERSITY of any limitation(s) in its notice of privacy practices of COUNTY in accordance with 45 CFR 164.520, to the extent that such limitation may affect UNIVERSITY'S use or disclosure of Protected Health Information.
 2. COUNTY shall notify UNIVERSITY of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect UNIVERSITY'S use or disclosure of Protected Health Information
 3. COUNTY shall notify CONTRACTOR of any restrictions to the use or disclosure of Protected Health Information that COUNTY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect UNIVERSITY'S use or disclosure of Protected Health Information.
- F. Permissible Requests by COUNTY: Except as otherwise provided herein, COUNTY shall not request UNIVERSITY to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by COUNTY
- G. Miscellaneous
1. Regulatory References. A reference in this MOU to a section in the Privacy Rule means the section as in effect or as amended.
 2. Amendment. The Parties agree to take such action as is necessary to amend this MOU from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub L. No. 104-191.
 3. Survival. The respective rights and obligations of UNIVERSITY under this Exhibit shall survive the termination of this MOU.
 4. Interpretation. Any ambiguity in this MOU shall be resolved to permit COUNTY to comply with the Privacy Rule.

EXHIBIT D

CULTURAL COMPETENCE AND DIVERSITY

The UNIVERSITY is encouraged to support the COUNTY in the journey to work effectively across and among all cultures. It is the desire of the COUNTY that services be sensitive to the diversity of the community served, including but not limited to ethnic, linguistic, sexual and cultural characteristics. Sensitivity includes acceptance and respect for the cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services.

UNIVERSITY and COUNTY agree that:

- **Cultural competence** is the integration and transformation of knowledge about individual and groups of people into specific standards, policies, practices, and attitudes used in appropriate cultural settings to increase the quality of services, thereby producing better outcomes. Competence in cross-cultural functioning means learning new patterns of behavior and effectively applying them in appropriate settings.

UNIVERSITY will strive to:

- Ensure that agents, employees or officers providing services are sensitive to the ethnic, linguistic, sexual and cultural diversity of the community served. Sensitivity includes acceptance and respect for the cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services.
- Assure equal access for people with diverse cultural backgrounds and/or limited English proficiency. Limited English Proficiency includes literacy issues: those who cannot either read or write in any language.