



**Probation Department  
COUNTY OF TULARE  
AGENDA ITEM**

**BOARD OF SUPERVISORS**

KUYLER CROCKER  
District One

PETE VANDER POEL  
District Two

AMY SHUKLIAN  
District Three

J. STEVEN WORTHLEY  
District Four

MIKE ENNIS  
District Five

**AGENDA DATE:** December 4, 2018

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
County Counsel Sign-Off	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>

CONTACT PERSON: Steven Horton    PHONE: (559) 713-2716

**SUBJECT:** Approve a Memorandum of Understanding with California State University, Fresno.

**REQUEST(S):**  
That the Board of Supervisors:

1. Approve the Memorandum of Understanding between the County, by and through the Tulare County Probation Department, and California State University, Fresno, to coordinate services and allow California State University, Fresno students to earn hours towards a Bachelor's of Science Degree in Criminology. This Memorandum of Understanding is effective upon signature by the Tulare County Board of Supervisors, through June 30, 2023; and
2. Authorize the Chairman of the Board to sign four (4) copies of the Memorandum of Understanding.

**SUMMARY:**  
The Tulare County Probation Department, is proposing to partner with California State University, Fresno, by establishing an Internship Program with the University's Criminology Department to provide field instruction to the students of the internship program. The County currently allows students who desire the opportunity to gain work experience in their selected fields of study to apply as County interns. Interns are used to enhance County programs and are not to displace allocated staff. The students will be interning with the County for their own educational benefit, in order to earn internship hours required for a degree in criminology. The internship program enhances the County's recruitment process by encouraging interns to gain

**SUBJECT:** Approve a Memorandum of Understanding with California State University, Fresno.

**DATE:** December 4, 2018

knowledge and hands on skills in the field. All functions of the program are conducted in accordance with County and Agency policy and procedure guidelines. Law enforcement classifications are considered hard to fill and providing an internship experience is a positive way to recruit future employees.

This Memorandum of Understanding (MOU) has been approved as to form by County Counsel. The following terms of the MOU deviate substantively from the standard County boilerplate: 1) This MOU has a term of multiple years; 2) The MOU allows for either party to terminate without cause with thirty (30) days' written notice, provided that any interns currently enrolled in the internship program must be permitted to complete the current semester of training; and 3) The MOU includes a mutual indemnification clause.

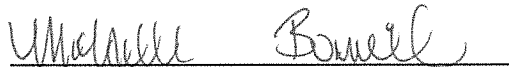
**FISCAL IMPACT/FINANCING:**

This MOU has no monetary obligations, therefore approval of this MOU will have no impact on net County cost.

**LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:**

The County's five-year strategic plan includes the Economic Well-Being Initiative to collaborate in developing and sustaining a well-qualified labor pool. Tulare County Probation Department Interns will benefit from the opportunity to gain experience within their profession.

**ADMINISTRATIVE SIGN-OFF:**



Michelle Bonwell  
Chief Probation Officer

Cc: County Administrative Office

Attachment(s) Memorandum of Understanding

**BEFORE THE BOARD OF SUPERVISORS  
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF APPROVE A )  
MEMORANDUM OF UNDERSTANDING ) Resolution No. \_\_\_\_\_  
WITH CALIFORNIA STATE UNIVERISTY ) Agreement No. \_\_\_\_\_  
FRESNO. )

UPON MOTION OF SUPERVISOR \_\_\_\_\_, SECONDED BY  
SUPERVISOR \_\_\_\_\_, THE FOLLOWING WAS ADOPTED BY THE  
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD \_\_\_\_\_  
\_\_\_\_\_, BY THE FOLLOWING VOTE:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST: JASON T. BRITT  
COUNTY ADMINISTRATIVE OFFICER/  
CLERK, BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
Deputy Clerk

\* \* \* \* \*

1. Approved the Memorandum of Understanding between the County, by and through the Tulare County Probation Department, and California State University, Fresno, to coordinate services and allow California State University, Fresno students to earn hours towards a Bachelor's of Science Degree in Criminology. This Memorandum of Understanding is effective upon signature by the Tulare County Board of Supervisors, through June 30, 2023; and
2. Authorized the Chairman of the Board to sign four (4) copies of the Memorandum of Understanding.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF TULARE  
AND  
CALIFORNIA STATE UNIVERSITY, FRESNO**

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into between the County of Tulare, Probation Department (hereinafter called COUNTY) and the Trustees of the California State University, on behalf of California State University, Fresno, (hereinafter called UNIVERSITY) for the purpose of establishing an Internship Program ("PROGRAM") to provide field placement of Criminology students of the UNIVERSITY ("INTERNS") in the probation work field to receive the field education component of their curriculum for the UNIVERSITY. This MOU will establish and/or ratify existing relationships and procedures between these parties effective the date of execution.

**WHEREAS**, the UNIVERSITY is committed to service in the community, and applied learning experiences for Interns. This is accomplished through field education, service learning, internships, research, and other activities that integrate our Interns' academic study with practical experience.

**WHEREAS**, the UNIVERSITY has established approved programs of special training for a Bachelor's in Criminology, 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.

In consideration of the mutual promises set forth below, the UNIVERSITY and COUNTY ("parties") agree as follows:

**I. COUNTY'S Responsibilities**

- A. Identify the INTERN'S supervisor, who agrees to: meet with the INTERNS regularly to facilitate the INTERNS' learning experience; provide support, review progress on assigned tasks, verify service hours, give feedback and be responsible for the safety and supervision of INTERNS while on site.
- B. Provide an orientation that includes: a site tour; an introduction to staff relevant to the INTERNS' experiential learning activities; a description of the characteristics of and risks associated with the COUNTY'S operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where INTERNS check-in and how they log their time.
- C. Provide INTERNS with a written description of the INTERNS' tasks and responsibilities.
- D. Provide appropriate training, equipment, materials and work area for INTERNS prior to INTERNS performing assigned tasks or working with the COUNTY'S clients.

- E. INTERNS must submit to Live-Scan fingerprinting for background check purposes. This service will be provided for INTERNS by the COUNTY.
- F. COUNTY may request that UNIVERSITY remove from the PROGRAM any INTERNS whose performance 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 INTERNS at COUNTY'S request.
- G. The COUNTY will notify the appropriate UNIVERSITY program coordinator in writing, within 24 hours of any unusual and/or uncontrolled health & safety hazards and/or incidents of violence that occur at the COUNTY during the contract period.

## **II. UNIVERSITY'S Responsibilities**

- A. The UNIVERSITY shall have the responsibility to:
  - 1. In consultation and coordination with COUNTY'S representatives, plan the PROGRAM to be provided to INTERNS under this MOU and, establish a rotational plan for the PROGRAM by mutual agreement between representatives, if appropriate.
  - 2. In consultation and coordination with COUNTY'S staff, arrange for periodic conferences between appropriate representatives of the UNIVERSITY and COUNTY to evaluate the PROGRAM.
  - 3. Designate the INTERNS who are enrolled in the UNIVERSITY to be assigned for the PROGRAM at COUNTY, in such numbers as are mutually agreed to by both parties.
  - 4. Oversee the PROGRAM given at COUNTY to the assigned INTERNS and, if applicable to the PROGRAM, provide the supervisory instructors for the PROGRAM provided for under this MOU. Keep all attendance and academic records of INTERNS participating in the PROGRAM.
  - 5. Advise every INTERN to follow all applicable COUNTY policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the UNIVERSITY and COUNTY.
  - 6. Advise that INTERNS actively participate in the PROGRAM as mutually agreed to between representatives of COUNTY and UNIVERISTY.
  - 7. Certify to COUNTY, at the time each INTERN first reports at COUNTY that INTERN has complied with the following:
    - a) Completed any training necessary for participation in the PROGRAM at COUNTY. The UNIVERSITY will maintain records documenting this training;

- b) If applicable to the PROGRAM, the UNIVERSITY shall require INTERNS to show proof that each INTERN has been immunized against the common communicable diseases. This includes proof of immunizations for varicella, rubella, tetanus, and Hepatitis B (if student is to provide direct patient care);
- c) If applicable to the PROGRAM, completed a Tuberculosis test which resulted in a negative tuberculin skin test or negative chest x-ray;

B. The UNIVERSITY will advise the INTERNS of their responsibility to:

- 1. Participate in all training required by the COUNTY.
- 2. Exhibit professional, ethical and appropriate behavior when at the COUNTY.
- 3. Complete all assigned tasks and responsibilities in a timely and efficient manner.
- 4. Abide by the COUNTY's rules and standards of conduct.
- 5. Maintain the confidentiality of the COUNTY's proprietary information, records and information concerning its clients.
- 6. Additionally, INTERNS have the responsibility to review and sign the following:
  - a) Tulare County Intern Program Internship Agreement.
  - b) Personnel Rule 14: Equal Employment/Discrimination/Sexual Harassment Policy.
  - c) Personnel Rule 20: Dress Code.
  - d) Personnel Rule 21: Drug Free Workplace.
  - e) Tulare County Probation Department HIPAA Sanction Policy.
  - f) Tulare County Probation Department Confidentiality.
  - g) County of Tulare Policy on violence and threats of violence in the workplace & safety in the workplace policy & code of safe practices.
  - h) County of Tulare summary of the information technology (IT) security policy.
  - i) Tulare County Probation Department Mandated Reporting.

### III. General Provisions

A. **Term:** This MOU shall be effective as of the date first written above and shall remain in

effect for 5 years, terminating on July 1, 2023. This MOU may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, provided, however, that in no event shall termination take effect with respect to currently enrolled INTERNS, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

- B. **Indemnification:** The COUNTY and the UNIVERSITY agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this MOU. This paragraph will survive expiration or termination of this MOU.
- C. **Insurance:** 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 A attached, which outlines the minimum scope, specifications and limits of insurance required under this MOU. Additional insured endorsements required as outlined in Exhibit A 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 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.
- D. **Conflicts of Interest:** The COUNTY and the UNIVERSITY will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
- E. **Educational Purpose:** The parties expressly understand and agree that the INTERNS enrolled in the PROGRAM are in attendance for educational purposes only, and are not considered employees of either COUNTY or UNIVERSITY for any purposes, including, but not limited to, compensation for services, welfare and pension benefits. INTERNS will participate in the PROGRAM in exchange for course credit and/or externship hours, with the understanding that participation in the PROGRAM is not a guarantee of employment with the COUNTY and does not confer any employment rights to the INTERNS.
- F. **Intern Supervision:** COUNTY shall permit INTERNS to perform services for clients only when under the supervision of assigned COUNTY personnel. INTERNS shall assist staff, perform assignments, and participate in research, etc. INTERNS 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 INTERNS of the PROGRAM.
- G. **Workers' Compensation Insurance for Non-Employee Intern:** As INTERNS participating in the PROGRAM will be treated as volunteers for the COUNTY. COUNTY agrees to provide workers' compensation insurance coverage to INTERNS for any injury or disease arising out of an INTERN's participation in the PROGRAM.
- H. **Intern Professional Liability Insurance:** 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.

- I. **Right to use Name:** Nothing contained in this MOU confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the UNIVERSITY.
- J. **No Monetary Obligation:** There shall be no monetary obligation on the UNIVERSITY or the COUNTY, one to the other.
- K. **Independent Contractor Status:** 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, INTERNS, or agents, but rather is an MOU by and between two independent parties. Each INTERN that is placed with the COUNTY as part of the PROGRAM is receiving education as part of his/her academic curriculum. Duties performed by an INTERN 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 and/or INTERNS are not COUNTY'S employees, UNIVERSITY is responsible for paying all required state and federal taxes for its employees. In particular, COUNTY will not:
  - 1. Withhold FICA (Social Security) from UNIVERSITY's payments.
  - 2. Make state or federal unemployment insurance contributions on UNIVERSITY's behalf.
  - 3. Withhold state or federal income tax from payments to UNIVERSITY.
  - 4. Make disability insurance contributions on behalf of UNIVERSITY.
  - 5. Obtain unemployment compensation insurance on behalf of UNIVERSITY.
  - 6. Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of UNIVERSITY to ensure compliance with this MOU.
- L. **Health Insurance Portability and Accountability Act (HIPAA):**
  - 1. UNIVERSITY shall comply with the Health Insurance Portability and



Accountability Act (HIPAA) Business Associate exhibit, as set forth in EXHIBIT B attached.

2. 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.
  3. COUNTY may immediately terminate this MOU if COUNTY determines that UNIVERSITY has violated a material term of this provision.
- M. **Amendments:** This MOU may not be altered unless both parties agree in writing. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment. Additionally, this MOU is not legal and binding upon any of the parties concerned until signed on behalf of the Trustees by the UNIVERSITY, and the COUNTY.
- N. **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

**CALIFORNIA STATE UNIVERISTY, FRESNO:**

Brian Cotham, Director of Procurement  
2351 East Barstow Avenue, MS #PO-140  
Fresno, California 93740  
Phone No.: +1 (559) 278-2893  
[BCoatham@csufresno.edu](mailto:BCoatham@csufresno.edu)

- O. **Compliance with Law:** UNIVERSITY must provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to UNIVERSITY'S employees, UNIVERSITY must comply with all laws and regulations pertaining to wages and hours, state and federal in- come tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.
- P. **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.

Q. **Conflict of Interest:**

1. At all times during the performance of this MOU, UNIVERSITY must comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to, Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including UNIVERSITY for this purpose, from making any decision on behalf of COUNTY in which the officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision that has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which UNIVERSITY has an interest, with certain narrow exceptions.
2. UNIVERSITY agrees that if any facts come to its attention that raise any questions as to the applicability of conflicts of interests laws, then it will immediately inform COUNTY and provide all information needed for resolution of this question.

- R. **Assignment/Subcontracting:** Unless otherwise provided in this MOU, COUNTY is relying on the personal skill, expertise, training and experience of UNIVERSITY and UNIVERSITY'S employees and no part of this MOU may be assigned or subcontracted by UNIVERSITY without the prior written consent of COUNTY, which consent COUNTY may grant, delay, deny, or condition in its absolute discretion.
- S. **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.
- T. **Construction:** This MOU reflects the contributions of all Parties and so the provisions of Civil Code section 1654 will not apply to address and interpret any alleged uncertainty or ambiguity.
- U. **Headings:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.
- V. **No Third-Party Beneficiaries Intended:** Unless specifically set forth, the Parties to this MOU do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
- W. **Waivers:** The failure of either Party to insist on strict compliance with any provision of this MOU will not be considered a waiver of any right to do so, whether for that breach or any later breach. The acceptance by either Party of either performance or payment will not be considered a waiver of any preceding breach of the MOU by the other Party.
- X. **Exhibits and Recitals:** The recitals and the exhibits to this MOU are fully incorporated into and are integral parts of this MOU.
- Y. **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 will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the MOU to either Party is lost, then the MOU may be terminated at the option of the affected Party. In all other cases, the remainder of the MOU will continue in full force and effect.

- Z. **Cultural Competence and Diversity:** UNIVERSITY shall comply with the Cultural Competence exhibit, as set forth in EXHIBIT C attached.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

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

CALIFORNIA STATE UNIVERISTY, FRESNO

Date: 10/18/18

By [Signature]  
Print Name Brian Cochran  
Title Director of Procurement

Date: 10/18/18

By [Signature]  
Print Name LISA KAO  
Title RISK Manager

[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

JASON T. BRITT

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

APPROVED AS TO FORM:  
COUNTY COUNSEL  
BY: [Signature] 11/14/2018  
DEPUTY  
Matter 20181519

**EXHIBIT A**  
**PROFESSIONAL SERVICES CONTRACTS**  
**INSURANCE REQUIREMENTS**

UNIVERSITY shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement 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 agreement 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 Agreement 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 B

### HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE EXHIBIT

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 C

### 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.