

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.33
(ID # 20010)**

MEETING DATE:
Tuesday, September 20, 2022

FROM : RUHS-BEHAVIORAL HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Approve Agreement No. 1253-PSSC-2022-RUHS with California Mental Health Services Authority to Provide Medi-Cal Peer Support Specialist Certification Training Effective July 1, 2022 through March 31, 2023, All Districts. [\$0].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Agreement No. 1253-PSSC-2022-RUHS with California Mental Health Services Authority (CalMHSA) to provide Medi-Cal Peer Support Specialist Certification training, effective July 1, 2022 through March 31, 2023; and
2. Approve RUHS-BH to apply for and enter into future agreements with California Mental Health Services Authority (CalMHSA) to provide Medi-Cal Peer Support Specialist Certification training, effective July 1, 2022 through March 31, 2023; and
3. Authorize the Director of Behavioral Health, or his designee, to sign Agreement No. 1253-PSSC-2022-RUHS, and subsequent awarded Peer Certification Agreements through CalMHSA, on behalf of the County and to accept and sign documents related to the Agreement. This authority shall include signature of necessary documents, exhibits, certifications and reports, and non-substantive amendments that otherwise do not increase or modify the agreement. Amendments shall be approved by County Counsel.
4. Authorize RUHS-BH to add and recruit positions needed to implement the Agreement.


ACTION:Policy


Matthew Chang, Director 9/1/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Perez and Hewitt
Nays: None
Absent: Spiegel
Date: September 20, 2022
xc: RUHS-Behavioral Health

Kecia R. Harper
Clerk of the Board
By: 
Deputy



**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In alignment with Senate Bill 803 (SB 803), the Department of Health Care Services (DHCS) established statewide requirements for the development of certification programs for Peer Support Specialists. California Mental Health Services Authority (CalMHSA) was chosen as the certifying body, and is implementing a certification program that is responsive to the needs of California’s population under the Medi-Cal Specialty Mental Health and Drug Medi-Cal Organized Delivery Systems. CalMHSA will administer the certification program, including required data collection and submission to DHCS, certification of Peer Support Specialists, exam administration, investigations, approval, auditing, and monitoring of training vendors.

On January 7, 2022 CalMHSA released a Request for Proposal (RFP) seeking qualified vendors with the expertise and capacity to provide training for the certification of Peer Support Specialists. Riverside University Health System – Behavioral Health (RUHS-BH) submitted a proposal and was selected as a training vendor. Training curriculum for certification will encompass the 17-core competencies standards for Medi-Cal Peer Support Specialists as established by DHCS and as outlined in the CalMHSA Medi-Cal Peer Support Specialist Certification Policy Manual.

RUHS-BH will provide training to all individuals seeking Medi-Cal Peer Support Specialist certification. As an awarded vendor, RUHS-BH will be compensated, via CalMHSA voucher, at an established rate of \$1,600 per eligible training participant. Additional staff required to implement the training agreement includes: two (2) Senior Mental Health Peer Support Specialists; four (4) Mental Health Peer Support Specialists; and one (1) Office Assistant II.

Therefore, RUHS-BH is requesting that the Board of Supervisors approve Agreement No. 1253-PSSC-2022-RUHS with CalMHSA to serve as a training vendor to certify Peer Support Specialists under CalMHSA’s Medi-Cal Peer Support Specialist Certification Program for the term of July 1, 2022, through March 31, 2023.

Impact on Residents and Businesses

These services are a component of Behavioral Health’s system of care aimed at improving the health and safety of consumers and the community.



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STATE OF CALIFORNIA**

Additional Fiscal Information

This Agreement is funded through the CalMHSA and includes termination clauses, in the event applicable Federal and/or State funds become unavailable for the provision of services. No County funds are required.


Jacqueline Ruiz, Sr. Management Analyst 9/15/2022



CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
"CalMHSA"
STANDARD SERVICES AGREEMENT

This Agreement is a contract by and between the California Mental Health Services Authority ("CalMHSA") and Riverside University Health System-Behavioral Health ("Contractor").


CalMHSA desires to obtain services which are more fully described in Section 1 of this Agreement ("Scope of Work"), and Contractor represents that it is willing and professionally qualified to provide such services to CalMHSA.

CalMHSA agrees to retain Contractor to provide services, and Contractor accepts such engagement, on the basis of the provisions set forth in this Agreement and any Exhibits set forth below:

- Exhibit A – Disclaimer of Responsibility for Content of Contractor's Publications
- Exhibit B – Publication of Evaluation, Data, or Report
- Exhibit C – Public Hearing
- Exhibit D – Privacy and Data Security Policy
- Exhibit E – Funding Allocation Form
- Exhibit F – Business Associates Agreement

Term: July 1, 2022 through and including March 31, 2023

Contractor: Riverside University Health System-Behavioral Health

Signed:  Name (printed): Matthew Chang, MD
Title: Behavioral Health Director Date: 8/22/2022
Address: 4095 County Circle Dr., Riverside, CA 92503
Phone: 951-358-4501 Email: matthew.chang@ruhealth.org

CalMHSA

Signed: _____ Name (printed): Dr. Amie Miller, Psy.D., MFT
Title: Executive Director Date: _____
Address: 1610 Arden Way, STE 175, Sacramento CA 95815
Phone: 279-234-0701 Email: amie.miller@calmhsa.org

FORM APPROVED COUNTY COUNSEL

BY: 
ERIC STOPPER

9/15/22
DATE



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Signed: _____ Name (printed): Dr. Amie Miller, Psy.D., MFT
Title: Executive Director Date: _____
Address: 1610 Arden Way, STE 175, Sacramento CA 95815
Phone: 279-234-0701 Email: amie.miller@calmhsa.org

Program Representatives

For CalMHSA:

Lucero Robles
1610 Arden Way
STE 175
Sacramento, CA 95815
Phone: (323) 791-4166
Email: lucero.robles@calmhsa.org

For Contractor:

Shannon McCleery-Hooper
2085 Rustin Ave.
Riverside, CA 92507
Phone: (951)955-7117
Email: SMcCleeryH@ruhealth.org

OVERVIEW

Contractor will act as training vendor to provide Medi-Cal Peer Support Specialist Certification- Program Medi-Cal Peer Support Specialist Training Curriculum to individuals interested in becoming a Certified Medi-Cal Peer Support Specialist.

Training curriculum for certification of Medi-Cal Peer Support Specialist will need to encompass the 17-core competencies standards for Medi-Cal Peer Support Specialists as established by the Department of Healthcare Services (DHCS) and outlined in the CalMHSA Medi-Cal Peer Support Specialist Certification Policy Manual.

STANDARD SERVICES AGREEMENT

SECTION 1. SCOPE OF WORK

The activities outlined in the scope of work demonstrate Contractor's proposed work as a training vendor to certify Peer Specialist under CalMHSA's Medi-Cal Peer Support Specialist Certification Program ("Program"). The proposed deliverables can be adjusted with the needs of the Program as agreed upon by Contractor and CalMHSA. Any and all changes to the scope of work must take place in writing via an Agreement Amendment and by mutual agreement of the parties consistent with [SECTION 14](#) below.

Deliverables

1. Contractor shall provide training to individuals seeking certification for Medi-Cal Peer Support Specialist who hold a valid scholarship certificate from CalMHSA.
2. Contractor shall utilize training context pre-approved by CalMHSA. Pre-approval is necessary to ensure training curricula meets standards for training, inclusive of core competencies for Medi-Cal Peer Support Specialists. Training curriculum shall not be less than 80-hours of curricula instruction. Contractor shall refer to and adhere to the CalMHSA Peer Support Certification Policies Manual*.
3. Contractor must seek approval by CalMHSA prior to significant revisions in training curricula. Contractor shall submit request at least 60-calendar days in advance for review. Contractor shall not train on any new curricula until approval has been obtained.
4. Contractor shall ensure accommodations for disabilities are available to the student. Upon contract execution, contractor shall provide CalMHSA with an accommodations policy.
5. Upon contract execution, contractor shall have policies and procedures in place for the following: Policies related to training schedule, registration/enrollment process, training methodologies, hours of operation, request for accommodations, requests for leave of absences, make-up of assignments or coursework, complaints process, policy for under the influence, policy on anti-harassment, non-discrimination, availability of material in prevalent languages (if any), evaluation of training, Maintenance of records, complaints and grievance, confidentiality of other participants, Refund/cancelation policy. .
6. Contractor shall provide quarterly data reports to CalMHSA using the spreadsheet found in Appendix A.
7. Contractor shall respond to all audit requests for program information, curriculum content, and policies and procedures related to the program.
8. Upon contract execution, contractor shall provide CalMHSA with a comprehensive list of program instructor's names, credentials, and copies of their resumes and/or curriculum vitae.

9. Upon contract execution, contractor shall provide CalMHSA with agency's bio, a brief structure of training modality (i.e. training is provided in a cohort style with 10 per cohort for 8 weeks, all training is in person), link to website with information on training and registration, and primary contact information.
10. Contractor understands this agreement certifies their capacity and availability to provide the trainings described above regardless of scholarship status, however does not guarantee them being selected by individuals for these services.
11. Contractor shall attend at least one technical assistance webinars related to information on the exam blueprint. Dates for these webinars will be made available post-contract execution.
12. Contractor shall adhere to all COVID-19 and other pandemic state-laws and policies as set forth by the California Department of Public Health.

*These policies are subject to change based on DHCS approval and participant feedback.

SECTION 2. SERVICE AGREEMENT REPRESENTATIVE

The CalMHSA representative for the performance of the scope of services will be Lucero Robles, Director, Quality Assurance and Compliance. The representative for the Contractor will be Shannon McCleery-Hooper, Administrative Services Manager I. Contractor will report to Lucero Robles, Director, Quality Assurance and Compliance.

SECTION 3. TERM OF CONTRACT

This Agreement shall be effective upon July 1, 2022 through and including March 31, 2023. This Agreement may be extended upon written agreement of both parties pursuant to [SECTION 14](#)~~Section 14~~.

SECTION 4. FUNDING AND FUND AVAILABILITY

4.1 FUNDING: Maximum payments by CalMHSA to Contractor under this Agreement shall not exceed the amount stated in [SECTION 5](#)~~Section 5~~ of this Agreement, including all expenses. CalMHSA is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Reimbursement under this Agreement is subject to fund availability and CalMHSA having an executed Agreement with the California Department of Health Care Services (DHCS) for the Program and is therefore valid and enforceable only if sufficient funds are available for the purposes of this Program. In addition, this Agreement is subject to any additional restriction, limitations or conditions enacted by DHCS, which may affect the provisions, terms, or funding of this Agreement in any manner. If it is determined funds are not available or become unavailable, CalMHSA reserves the right to cancel the Agreement without penalty. Notification of such action will be issued to Contractor no later than thirty (30) calendar days after CalMHSA has made such funding determination.

4.2 FUNDING ALLOCATION AMENDMENTS: CalMHSA may deem it necessary to reduce, revise, or terminate deliverables, which may impact the funding amount and or funding allocation per deliverable. Funding allocation amendments made by CalMHSA shall not require a formal contract amendment consistent with SECTION 5~~Section 5~~ unless they increase the full Agreement amount. All funding allocation changes shall become effective upon written notification by CalMHSA. Any funding allocation amendments made pursuant to this Section may be retroactive.

4.3 UNFUNDED PARTICIPANTS: Contractor shall maintain the ability to serve as a training vendor to those training participants that are not awarded to CalMHSA Participant Scholarship Voucher. Contractor will be responsible for collecting training course fees from training participants without a Participant Scholarship Voucher, directly.

SECTION 5. COMPENSATION, BILLING AND PAYMENT

5.1 COMPENSATION: Contractor shall be compensated at a rate of \$1600 per participant scholarship voucher. Participants must present a valid CalMHSA issued scholarship voucher to the Contractor prior to training execution in order to qualify for the \$1600 voucher reimbursement.

Compensation shall be inclusive of all of Contractor's out-of-pocket expenses incurred in the performance of this Agreement, including travel, unless otherwise so provided. CalMHSA does not guarantee any compensation for participating in this program. Compensation will be based on being selected by individuals and amount of scholarship vouchers received by the training organization.

5.2 INVOICES: Contractor shall submit a copy of their invoice and a copy of the scholarship identification code to CalMHSA on a monthly basis by the 15th of each month for work or deliverables in the previous month, Contractor shall submit its final invoice within fifteen (15) business days from the final deliverable completion date. Invoices received outside of these provisions will be subject to non-payment. For this Agreement, Contractor shall submit the original invoice to accounting as follows:

- A. Email to: finance@calmhsa.org
- B. Each invoice shall contain the following information, at a minimum: Contractor name, invoice number and date; remittance address and phone number; the service month; Agreement account number (provided by CalMHSA); description of completed deliverable; deliverable fee charged; an invoice total; and any additional information required by CalMHSA.
- C. Invoices shall be rendered in arrears.

5.3 PAYMENT: CalMHSA shall pay within thirty (30) business days from the date of receipt of a satisfactory invoice, subject to the conditions stated in this Section. Deliverables will be paid only upon completion, and not in fractions of the total funding allocation. Payment shall be made to Contractor only after a scholarship voucher has been received and processed by CalMHSA. Contractors will be compensated regardless of participant completion of the course.

5.4 PAYMENT WITHHOLDINGS: CalMHSA may delay or withhold any monetary payments due to the Contractor for any of the following reasons (and in addition to any other remedies available at law or under this Agreement):

- A. Payment may be reduced, delayed, or withheld at the reasonable discretion of the CalMHSA Chief Administrative Director or designee due to contract non-compliance, including failure to meet any deliverables in full and/or on a timely basis.
- B. CalMHSA will conduct a preliminary settlement under this Agreement based on the final assessment of completion of all terms and deliverables in this Agreement, the results of which may result in offsets of the remaining amount to be paid.

SECTION 6. INSURANCE AND BOND

6.1 INSURANCE: Contractor and its authorized subcontractors utilized on this Agreement shall purchase and maintain policies of insurance with an insurer or insurers. If Contractor has any employees or offices in the State of California, its insurers must be admitted in the State of California, and with a current A.M. Best's rating of no less than A-. If Contractor is a California public entity Contractor may satisfy the below requirements through commercial insurance or through programs of self-insurance.

Contractor's insurance shall include:

- A. If Contractor has employees, Contractor shall carry workers' compensation insurance in accordance with the laws of the State of California (or the laws of the state in which the employees perform their work), and such insurance shall waive subrogation against CalMHSA.
- B. Contractor shall carry automobile liability insurance including coverage for owned, and hired autos. For non-owned vehicles, employees must be required to carry their own insurance in order to comply with this requirement.
- C. Contractor shall also carry commercial general liability insurance with coverage for liability assumed by contract. Such policies shall have limits of not less than \$1,000,000 per accident or occurrence. In the event this Agreement is for a total amount of \$5,000,000 or more, such policies shall have limits of at least \$2,000,000 per accident or occurrence.
- D. If applicable, Contractor shall carry professional liability insurance applicable to wrongful acts, errors or omissions that may cause financial loss to CalMHSA, including contractual liability, with limits of at least \$1,000,000 per claim, or at least \$2,000,000 per claim if the total amount of this Agreement exceeds \$5,000,000. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five years thereafter. In the event that Contractor subcontracts any portion of Contractor's duties, Contractor shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Subsection C.
- E. If Contractor has employees with access to CalMHSA funds or financial accounts, Contractor shall maintain a commercial crime (fidelity) policy with third-party property and employee dishonesty coverage with a minimum limit of \$1,000,000.

- F. Each policy of insurance required in Subsection C shall name CalMHSA and its agents, officers, governing board, and employees as additional insureds; shall state that, with respect to the operations of Contractor hereunder, such policy is primary and any insurance carried by CalMHSA or its agents, officers, governing board or employees is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) calendar days' written notice shall be given to CalMHSA prior to cancellation of such policy; and, shall waive all rights of subrogation against the additional insureds. The additional insured endorsement issued on the commercial general liability policy shall be a CG 2010 or equivalent.
- G. Contractor shall notify CalMHSA in the event of material change in each policy required under this Section at least thirty (30) calendar days prior to any such change. Contractor shall immediately, and in no instance later than seven (7) calendar days after, notify CalMHSA in the event of the cancellation or failure to renew of any policy required in this Section.
- H. As to any policy of insurance required by this Section, Contractor shall disclose any self-insured retention or deductible exceeding \$5,000. CalMHSA may require that an endorsement be obtained reducing or eliminating such self-insured retention or deductible as to the CalMHSA and its officers, agents, board and employees; or may require Contractor to provide a financial guarantee guaranteeing payment of any necessary expenses of investigation, costs of defense, settlement or judgments.
- I. Prior to commencing work, and with no additional request from CalMHSA, Contractor shall deliver to CalMHSA certificates of insurance and any required additional insured endorsements demonstrating compliance with these requirements. Upon request by CalMHSA, Contractor shall provide copies of any required insurance policies within ten (10) business days. In the event Contractor fails to secure or maintain any required policy of insurance, CalMHSA may, at its sole discretion, terminate this Agreement, or secure such insurance in the name of and for the account of Contractor, and in such event Contractor shall reimburse CalMHSA upon demand for the cost thereof. Any failure of CalMHSA to require certificates of insurance and additional insured endorsements shall not operate as a waiver of these requirements.
- J. If Contractor does not include all subcontractors as insureds under Contractor's own policies, Contractors shall provide CalMHSA with each subcontractor's separate evidence of insurance coverage as required herein of Contractor. Contractor shall be responsible for verifying each subcontractor complies with the required insurance provisions herein, and shall require that each subcontractor name CalMHSA and Contractor as additional insureds on the subcontractor's commercial general liability policy. Contractor shall obtain CalMHSA's prior review and written approval of any subcontractor request for modification of the required insurance.

SECTION 7. INDEPENDENT CONTRACTOR:

It is understood and agreed that Contractor is an independent contractor, and no relationship of employer and employee is created by this Agreement. Contractor and its employees shall not be considered officers, employees or agents of CalMHSA. CalMHSA shall not be liable for any acts or omissions by Contractor or its employees, nor for any obligations or liabilities incurred by Contractor or its employees.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor assumes full responsibility for its acts and/or omissions as they relate to the services to be provided under this Agreement. Contractor is solely responsible for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes. Contractor agrees to indemnify and hold CalMHSA harmless from any and all liability which CalMHSA may incur because of Contractor's failure to pay such amounts.

SECTION 8. CONFIDENTIALITY

In the course of performance of this Agreement, information and data of a confidential or proprietary nature may be disclosed to the Contractor. Such information which is disclosed by CalMHSA to Contractor, its employees, or its subcontractors during the Period of Performance of this Agreement and which is not available in the public domain, already known by the Contractor, or independently developed by the Contractor (hereafter referred to as "Confidential Information"), shall be considered by Contractor as confidential in nature. Contractor agrees to accept such data in confidence, to not disclose such data to others, to comply with all applicable state and federal laws, including all laws governing the confidentiality of patient information and health records, and to refrain from using such data for purposes other than those permitted by the Agreement. Contractor shall be governed by all statutory guarantees of client confidentiality in handling any documents related to specific clients. Contractor may engage in activities with CalMHSA and counties, cities, or other regions to share data for the coordination of public presentations and other purposes as deemed appropriate and acceptable by both parties.

Contractor shall use Confidential Information only for internal purposes which are directly related to the objectives of this Agreement. In the absence of any written consent by CalMHSA, Contractor agrees to use all reasonable and practicable efforts to prevent disclosure of Confidential Information to third parties. It is understood that this obligation of confidentiality shall not apply to information that (a) is already in Contractor's possession at the time of disclosure thereof, (b) is or later becomes part of the public domain through no fault of Contractor, (c) is received by Contractor from a third party having no obligations of confidentiality to CalMHSA, (d) is independently developed by Contractor, or (e) is required by law or regulation to be disclosed. Upon expiration or early termination of this Agreement, Contractor shall, at CalMHSA's sole discretion, destroy or otherwise dispose of the confidential information subject to this Section.

Contractor must agree to all confidentiality requirements set forth above prior to commencing work under this Agreement.

SECTION 9. TERMINATION

Upon receipt of notice of termination pursuant to this section, Contractor shall stop work as of the date specified, and transfer to CalMHSA any materials that would have been required to be furnished to CalMHSA.

9.1 FOR CONVENIENCE: Either party reserves the right to terminate this Agreement for convenience at any time upon giving the other party thirty (30) calendar days' written notice. If such notice is given by CalMHSA, upon receipt, Contractor shall stop all work in a timely manner and use its reasonable efforts to limit any outstanding financial commitments accrued pursuant to this Agreement. Contractor shall reimburse CalMHSA for any advance funds received and shall only retain the appropriate amount for services provided up to the date of notice, including non-cancellable obligations. In the event that CalMHSA should abandon, terminate or suspend Contractor's work without cause, Contractor shall be entitled to payment for services provided prior to the effective date of said suspension, termination or abandonment, consistently with the provisions of this Agreement.

9.2 FOR CAUSE: Failure of either party to comply with any material provision of this Agreement shall constitute a material breach. In the event of such a breach:

- A. The non-breaching party will notify the breaching party of such determination and afford the breaching party a reasonable time period within which to cure the breach.
- B. The breaching party shall provide a plan for correction within fifteen (15) business days of notification of breach.
- C. The non-breaching party shall provide an approval or rejection of such plan within ten (10) business days of receipt of plan.
- D. The non-breaching party may withhold payment during breach.
- E. Should the parties not reach consensus on the correction plan or should the breaching party not correct the deficiencies within the period agreed to by the parties, the non-breaching party may terminate this Agreement immediately by written notice of termination.

If Contractor fails to perform as required under the Agreement, CalMHSA may recover or deduct from amounts otherwise owing under the Agreement any costs it sustains resulting from Contractor's breach.

In addition to the above, the non-breaching party may avail itself of any other remedies available at law or under this Agreement.

SECTION 10. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California without regard to its choice of law provisions.

SECTION 11. WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

SECTION 12. ENTIRE AGREEMENT

This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between CalMHSA and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof.

SECTION 13. NONDELEGATION

Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without CalMHSA's prior written approval.

SECTION 14. AMENDMENT

No amendment or variation of the terms of this Agreement (including but not limited to the Scope of Work) shall be valid unless made in writing signed by the parties. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

SECTION 15. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless CalMHSA, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

SECTION 16. AUDITS; ACCESS TO RECORDS

Contractor agrees that CalMHSA, or its designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, in the event the value of this Agreement exceeds \$10,000, Contractor understands that the State of California may audit

records and interview staff regarding any contract or subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

If such records are not kept and maintained by Contractor within the State of California, Contractor shall, upon request of CalMHSA, make such records available to CalMHSA for inspection at a location within the state or Contractor shall pay to CalMHSA the reasonable, and necessary costs incurred by CalMHSA in inspecting Contractor's records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection.

Upon request by CalMHSA, Contractor shall provide CalMHSA a copy of Contractor's most recent compiled, reviewed or audited financial reports. CalMHSA may request updated reports during the term of the contract.

SECTION 17. INTELLECTUAL PROPERTY

Contractor hereby assigns ownership of all nonproprietary data, documents, and reports produced under this Agreement ("works") to CalMHSA. Contractor agrees to cause its agents and employees to execute any documents necessary to secure or perfect CalMHSA's legal rights and worldwide ownership in such materials, including documents relating to patent, trademark and copyright applications. Contractor is authorized to maintain a copy of all information necessary to comply with its contractual obligations and applicable professional standards.

Notwithstanding the foregoing, Contractor's Intellectual Property ("Contractor IP") that pre-exists this Agreement shall remain the sole and exclusive property of Contractor. Contractor shall not incorporate any Contractor IP into the works prepared pursuant to this Agreement that would limit CalMHSA's use of the works without Contractor's written approval. To the extent that Contractor incorporates any Contractor IP into the Works, Contractor hereby grants to CalMHSA a non-exclusive, non-transferable, perpetual, worldwide, royalty-free license to use and reproduce the Contractor IP to the extent required to utilize the works solely in connection with Contractor's use of the deliverable works.

Contractor acknowledges and agrees that, notwithstanding any provision herein to the contrary, CalMHSA's Intellectual Property ("CalMHSA IP") in the information, documents and other materials provided to Contractor shall remain the sole and exclusive property of CalMHSA, and CalMHSA grants to Contractor a non-exclusive, royalty-free, non-transferable license to use and reproduce CalMHSA IP solely for the purposes of performing its obligations under this Agreement. Any information, documents or materials provided by CalMHSA to Contractor pursuant to this Agreement and all copies thereof (including Confidential Information) shall upon the earlier of CalMHSA's request or the expiration or termination of this Agreement be returned to CalMHSA, unless retention is permitted or required by the terms of this Agreement.

SECTION 18. PUBLIC RECORDS

All correspondence, documents, records, or other written materials submitted to CalMHSA become the exclusive property of CalMHSA, and are therefore potentially subject to disclosure under the California Public Records Act (“CPRA”; see Govt. Code Section 6250 et seq.).

SECTION 19. QUALIFICATION TO DO BUSINESS IN CALIFORNIA

Contractor hereby certifies that its directors, officers, partners, agents, employees, and subcontractors have obtained and maintain all licenses, permits, certifications, and other documents necessary for Contractor’s performance of this Agreement. Contractor shall immediately notify CalMHSA of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to Contractor’s performance of this Contract and qualification to do business in the State of California.

SECTION 20. DISPUTES

20.1 CONTINUATION OF OBLIGATIONS: During any dispute, Contractor shall continue with the responsibilities under this Agreement, unless directed otherwise by CalMHSA in writing. Disputes do not include the Contractor’s failure to perform any requirements under this Agreement, and this Agreement may be terminated by CalMHSA with or without cause without following the dispute process.

20.2 ALTERNATIVE DISPUTE RESOLUTION: The parties agree that any dispute or claim arising out of or relating to the Agreement, or the services provided hereunder shall first be submitted to non-binding mediation as a prerequisite to litigation. Mediation may take place at a location to be designated by the parties. If, after good faith efforts, the parties are unable to resolve their dispute through mediation within ninety (90) calendar days after the issuance by one of the parties of a request for mediation, then the parties are free to pursue all other legal and equitable remedies available to them. Nothing herein shall preclude Contractor from filing a timely formal claim in accordance with applicable California law provided, however, that Contractor shall, if permitted, seek a stay of said claim during the pendency of any mediation. Either party may seek to enforce any written agreement reached by the parties during mediation in any court of competent jurisdiction.

SECTION 21. FINAL SETTLEMENT

Contractor agrees to maintain and retain all appropriate records and allow access to those records as provided in this Agreement.

- A. Contractor agrees to furnish duly authorized representatives from CalMHSA access to records and to disclose to CalMHSA representatives all financial records necessary to review Contract services and to evaluate the cost, quality, appropriateness and timeliness of services.
- B. If the appropriate court, federal or state agency, or CalMHSA, determines that all, or any part of, the payments made by CalMHSA to Contractor pursuant hereto are or were not

payable in accordance with this Agreement, or any other applicable provision of law, ordinance, code, regulation, contract, or applicable agreement; or that the Contractor, its officers, agents, employees or subcontractor committed fraud or abuse in connection with work arising out of the performance of this Agreement, said payments or related amounts shall be repaid on demand by Contractor to CalMHSA.

- C. Prior to receiving final payment hereunder, Contractor shall submit a signed, written release discharging CalMHSA, its officers and staff, from all liabilities, obligations, and claims arising out of or under the Contract, except for any claims specifically described in detail in such release.
- D. At the conclusion of the services to be provided hereunder this Agreement, and as part of the content to be delivered to the CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY ("CalMHSA") and its agents pursuant to this Agreement, Contractor shall execute any documents necessary to effectuate the transfer of rights described in this Agreement. Contractor shall also arrange for execution of any necessary documents by those subcontractors, if any, involved in the development of work as to which CalMHSA is obtaining rights pursuant to this Agreement.

SECTION 22. FORCE MAJEURE

The following shall be considered force majeure events: revolutions, insurrections, riots, wars, acts of enemies, pandemics, government-declared emergencies, strikes, floods, fires, acts of god, or any cause, whether of the class of causes enumerated above or not, that is outside the control of the party whose performance is or will be impaired and which such party is unable to prevent by the exercise of reasonable diligence. Upon occurrence of a force majeure event as defined in this Section, the non-performing party shall promptly notify the other party that a force majeure event has occurred and explain its anticipated effect on performance, including its expected duration. The non-performing party shall furnish the other party with periodic reports regarding the progress of the force majeure event. The non-performing party shall use reasonable diligence to minimize damages and to resume performance. If the parties agree that as a result of the force majeure event the purposes of the contract will be substantially frustrated, the contract will be deemed to have been terminated as of the time of such agreement, and the obligations of the parties will be those set forth in [SECTION 9](#)~~Section 9~~ regarding contracts terminated for convenience.

Notwithstanding the foregoing this clause shall not apply to the current Covid-19 pandemic.

SECTION 23. INSPECTION OF DOCUMENTS AND MATERIALS

Contractor shall maintain and make available to CalMHSA for its inspection and use during the term of this Agreement, all documents and materials, as described in [SECTION 17](#)~~Section 20~~ of this Agreement. Contractor's obligations under the preceding sentence shall continue for three years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by CalMHSA), and Contractor shall in no event dispose of, destroy, alter or mutilate said

Documents and Materials, for three years following CalMHSA's last payment to Contractor under this Agreement.

It is the responsibility of Contractor to ensure all documents and materials comply with applicable industry regulations and standards.

SECTION 24. NOTICE

24.1 FORMS OF NOTICE. All notices, requests, demands, or other communications under this Agreement shall be in writing unless otherwise noted in this Agreement. Notices shall be given for all purposes as follows:

- A. **Personal delivery:** When personally delivered to the recipient, notice is effective on delivery.
- B. **First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
- D. **Overnight Delivery:** When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. **Facsimile Transmission:** When sent by facsimile to the last known facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a nonbusiness day.
- F. **Email:** When delivered via email, notice is effective upon (i) a "received" or "read" receipt when the sender has no reason to believe the party being emailed will not receive the message, or (ii) upon acknowledgement of receipt by the recipient.

24.2 CONTACT INFORMATION. Contact information for the purpose of giving notice is that stated in this Agreement. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

24.3 CHANGES TO CONTACT INFORMATION. Any party may change its mailing address, email address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

SECTION 25. NON-DISCRIMINATION

During the performance of this Agreement, Contractor and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by CalMHSA to implement such articles. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and CalMHSA upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as CalMHSA shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

SECTION 26. TIME OF ESSENCE

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

SECTION 27. WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

SECTION 28. ENTIRE AGREEMENT

This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between CalMHSA and Contractor relating to

the Program. As used herein, Agreement refers to and includes any documents incorporated by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof.

SECTION 29. HEADINGS

All headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

SECTION 30. ADVERTISING OR PUBLICITY

Contractor shall not use the name of CalMHSA, its officers, directors, employees or agents, in advertising, social marketing campaigns, publicity releases or otherwise without securing the prior written consent of CalMHSA in each instance.

SECTION 31. SURVIVAL

The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification, Final Settlement, Intellectual Property, Confidentiality, and Audits/Access to Records, shall survive termination or expiration.

SECTION 32. SEVERABILITY

If an administrative tribunal or court of competent jurisdiction holds any provision of this Agreement, or the application of any provision or part to any person or circumstance, to be illegal, unenforceable, or invalid in whole or in part, the validity and enforceability of the remaining provisions, or portions or applications of them, shall remain valid and enforceable to the fullest extent permitted by law.

SECTION 33. CONFLICT OF INTEREST PROHIBITION

Contractor represents and warrants the following:

- A. That Contractor has no business, professional, personal, or other interest that would conflict in any manner or degree with the performance of its obligations under this Agreement.
- B. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform CalMHSA in writing of such conflict.
- C. If, in the reasonable judgment of CalMHSA, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then CalMHSA may terminate the Agreement immediately upon written notice to Contractor; and such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.

SECTION 34. SUBSTITUTION

Contractor's key personnel as indicated in its proposal may not be substituted without notice to and non-objection by CalMHSA.

SECTION 35. USE OF PUBLIC FUNDS

Contractor, including its officers and members, shall not use funds received from CalMHSA pursuant to this Agreement to support or pay for costs or expenses related to the following:

- A. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or
- B. Lobbying for either the passage or defeat of any legislation.

This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizen, as long as public funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

SECTION 36. AUTHORITY TO SIGN

By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF SECTION]

Exhibit A – Disclaimer of Responsibility for Content of Contractor’s Publications

CalMHSA will not be responsible for the content of Contractor’s publications, whether electronic, broadcast, printed, or otherwise.

If CalMHSA is identified as a sponsor of, or otherwise identified in, Contractor’s website, blog, social media page, or other site, and if Contractor allows members of the public to contribute to its website, blog, social media page, or other site, Contractor shall display a disclaimer substantially similar to the following:

All information, data, text, software, music, sound, photographs, video, messages, blog posts, user comments and other materials, whether publicly posted or privately transmitted, are the sole responsibility of the individual source of said content. Individuals using this site are entirely responsible for the content they upload, post, e-mail, transmit, or otherwise make available here. Riverside University Health System-Behavioral Health and CalMHSA are in no way responsible for the content posted here, and therefore cannot guarantee its accuracy, integrity, or quality. By using this site, you may be exposed to content that is offensive or objectionable. Under no circumstances are we liable for content that includes errors or omissions, or for loss or damage of any kind incurred as a result of using this site’s content.

Exhibit B – Publication of Evaluation, Data, or Report

Upon written permission of CalMHSA, Contractor shall have a limited license to copyright, publish, disclose, disseminate and use, in whole or in part, data and information developed by Contractor under this Agreement or received that is not CalMHSA's IP or subject to the confidentiality obligations of the Agreement. Contractor shall provide CalMHSA a copy of materials intended for disclosure by Contractor at least thirty (30) business days prior to Contractor's release for publication or other dissemination. In the event CalMHSA determines within the thirty (30)-day period that Contractor's proposed disclosure includes CalMHSA Confidential Information and so notifies Contractor, Contractor will delete such Confidential Information before release of the material. CalMHSA and Contractor each agree not to use the name of the other party or its employees in any advertisement, press release or publicity with reference to this Agreement or any product or service resulting from this Agreement, without prior written approval of the other party. Contractor will acknowledge CalMHSA's support in its publications unless CalMHSA desires otherwise and so advises Contractor. When acknowledged, the following notice shall be included in the publication:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the California Mental Health Services Authority (CalMHSA) but does not necessarily represent the views of CalMHSA or its staff except to the extent, if any, that it has formally been approved by CalMHSA. For information regarding any such action, communicate directly with CalMHSA's Executive Director. Neither CalMHSA, nor any officer or staff thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

Exhibit C – Public Hearing

If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, to the extent that it can do so, Contractor shall make available to testify the personnel assigned to this Agreement at the actual rates of compensation of such personnel. CalMHSA shall reimburse Contractor for actual travel and compensation costs of said personnel for such testimony as may be requested by CalMHSA. Compensation and travel rates may not exceed those normally permissible by Contractor under its own policies or regulations.

Exhibit D – Privacy and Data Security Policy

PRIVACY AND SECURITY REQUIREMENTS

A. Purpose of Exhibit

1. This Exhibit sets forth the privacy and security requirements that apply to all Personally Identifiable Information (PII) that Contractor obtains, maintains, transmits, uses or discloses from or to CalMHSA or County Members pursuant to this Agreement.
2. The parties agree to all terms and conditions of this Exhibit in order to ensure the integrity, security, and confidentiality of the information exchanged pursuant to this Agreement, and to allow disclosure and use of such information only as permitted by law and only to the extent necessary to perform functions and activities pursuant to this Agreement.
3. This Exhibit establishes requirements in accordance with applicable federal and state privacy and security laws including, but not limited to, the Information Practices Act (California Civil Code section 1798 et seq.), and where applicable, the Health Insurance Portability and Accountability Act (42 U.S.C. section 1320d-d8), and the Health Information Technology for Economic and Clinical Health Act and their implementing regulations at 45 C.F.R. Parts 160 and 164 (collectively, "HIPAA").

B. Definitions

The following definitions shall apply to this Exhibit:

1. Breach: Shall mean either: i) the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to PII, whether physical, or electronic; or ii) a reasonable belief that unauthorized acquisition of PII that compromises the security, confidentiality or integrity of the PII has occurred
2. Disclosure: The release, transfer, provision of access to, or divulging in any other manner of PII outside the entity holding the information.
3. Personal Information or PI: Information that identifies or describes an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual. (California Civil Code section 1798.3)

4. Personally Identifiable Information or PII: Information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. (OMB M-07-16.) PII includes Federal Tax Information (FTI), Personal Information (PI) and Protected Health Information (PHI).
5. Protected Health Information or PHI: Individually Identifiable Health Information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as defined in 45 C.F.R. section 160.103.
6. Security Incident: The act of violating an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification, or destruction. Adverse events such as floods, fires, electrical outages, and excessive heat are not considered incidents. (Computer Matching Agreement, Agreement No. 2013-11, p.5.)

C. Applicable Laws

Contractor shall comply with any and all federal and state privacy and security laws, including but not limited to the Health Insurance Portability and Accountability Act (42 U.S.C. section 1320d-d8), the Health Information Technology for Economic and Clinical Health Act and their implementing regulations at 45 C.F.R. Parts 160 and 164 (collectively, "HIPAA"), and the Information Practices Act of 1977, California Civil Code section 1798 et seq. To the extent a conflict arises between any laws or other requirements, Contractor agrees to comply with the applicable requirements imposing the more stringent privacy and security standards.

D. Security Controls and Safeguards

1. Safeguards: At a minimum, contractor shall establish and implement operational, technical, administrative and physical safeguards that are consistent with any applicable laws to ensure:
 - a. The confidentiality, integrity, and availability of personally identifiable information created, collected, used, and/or disclosed by CalMHSA or its County Members;
 - b. Personally identifiable information is only used by or disclosed to those authorized to receive or view it;

- c. Personally identifiable information is protected against any reasonably anticipated threats or hazards to the confidentiality, integrity, and availability of such information;
 - d. Personally identifiable information is protected against any reasonably anticipated uses or disclosures of such information that are not permitted or required by law; and
 - e. Personally identifiable information is securely destroyed or disposed of in an appropriate and reasonable manner and in accordance with retention schedules.
2. Encryption: Contractor shall encrypt all PII that is in motion or at rest, including but not limited to data on portable media devices, using commercially reasonable means, consistent with applicable Federal and State laws, regulations and agency guidance, including but not limited to the U.S. Department of Health and Human Services guidance specifying the technologies and methodologies that render PII unusable, unreadable, or indecipherable to unauthorized individuals for purposes of the breach notification requirements or issued by the National Institute for Standards and Technology (“NIST”) concerning the protection of identifiable data such as PII. Data centers shall be encrypted or shall otherwise comply with industry data security best practices.
 3. Hardware: Contractor shall ensure that any and all hardware, including but not limited to personal computers, laptops, jump-drives, smart phones or other devices upon which PII is stored, is secured, password-protected and only accessible by Contractor or Contractor’s agents, employees or sub-contractors in accordance with the terms of this Exhibit. Contractor shall at all times remove and permanently delete any and all PII before any such hardware is transferred or sold to a third-party or is otherwise subject to any change in ownership or control.
 4. Log-In Credentials: Contractor shall at all times ensure that each individual user of any CalMHSA or County Member computer system through which PII is accessed maintains his or her own unique user-id and password. Contractor shall strictly refrain from sharing individual log-in credentials and shall at all times assume responsibility for ensuring that the log-in credentials of any former employees, sub-contractors, agents or other representatives who are no longer subject to this Agreement are de-activated or otherwise changed to prevent unauthorized access by any such individuals.
 5. Contractor shall update these safeguards as appropriate and as requested by CalMHSA.
- E. Policies and Procedures:**
1. Contractor shall implement and maintain written policies and procedures to ensure the privacy and security of PII stored, maintained, or accessed in compliance with this Agreement and any applicable laws. Such policies shall address

- a. Implementation of consumer rights as required by this Exhibit;
 - b. Reasonable safeguards as required by this Exhibit;
 - c. Monitoring, periodically assessing, and updating security controls and related system risks to ensure the continued effectiveness of those controls; and
 - d. Training employees, contractors, and subcontractors.
2. Upon request, Contractor shall provide CalMHSA with a written policies and procedures adopted by Contractor to meet its obligations under this Section.

F. Subcontractors

1. Contractor shall be bound by and be responsible for the acts and omissions of its subcontractors, agents or vendors in the exchange of data with CalMHSA. Contractor shall take reasonable steps to ensure compliance with the terms of this Agreement by its subcontractors, agents and vendors.
2. Contractor agrees to enter into written contracts with its agents and contractors (collectively, "subcontractors") that obligate Contractor's subcontractors to abide by the same privacy and security standards and obligations that Contractor has agreed to in this Agreement.
3. Contractor represents and agrees that it shall only request that CalMHSA transmit data to subcontractors with whom it has such agreements and only to the extent such information is necessary to carry out the purposes authorized by this Agreement.
4. Upon request, Contractor shall provide CalMHSA with a copy of any written agreement or contract entered into by Contractor and its subcontractors to meet the obligations of Contractor under this Exhibit.

G. Breaches & Security Incidents

1. Contractor shall immediately report to CalMHSA any actual or suspected Breaches or Security Incidents involving PII created or received under this Agreement. Contractor's report shall contain the following information to the extent applicable and known at that time:
 - a. A brief description of what happened including the date of the incident and the date of the discovery of the incident;

- b. The names or identification numbers of the individuals whose PII has been, or is reasonably believed to have been accessed, acquired, used or disclosed
 - c. A description of the types of PII that were involved in the incident, as applicable;
 - d. Information regarding any information system intrusion and any systems potentially compromised;
 - e. A brief description of Contractor's investigation and mitigation plan; and
 - f. Any other information necessary for CalMHSA to conduct an investigation and include in notifications to the individual(s) or relevant regulatory authorities under applicable privacy and security requirements.
2. Upon completion of the initial report, contractor shall immediately commence an investigation in accordance with applicable law to:
 - a. Determine the scope of the incident;
 - b. Mitigate harm that may result from the incident; and
 - c. Restore the security of the system to prevent any further harm or incidents.
3. Contractor shall cooperate with CalMHSA in investigating the actual or suspected incident and in meeting CalMHSA's obligations, if any, under applicable laws.
4. Contractor shall mitigate to the extent practicable any harmful effect of any Incident that is known or reasonably discoverable to Contractor.
5. After conducting its investigation, and within fifteen (15) calendar days, unless an extension is granted by CalMHSA, Contractor shall file a complete report with the information listed above in subsection (1), if available. Contractor shall make all reasonable efforts to obtain all relevant information and shall provide an explanation if any information cannot be obtained. The complete report shall include a corrective action plan that describes the steps to be taken to prevent any future reoccurrence of the incident.
6. Contractor shall cooperate with CalMHSA in developing content for any public statements and shall not give any public statements without the express written permission of CalMHSA.
7. If a Breach requires notifications and reporting under applicable laws, and the cause of the Breach is attributable to Contractor, its agents or subcontractors, Contractor shall:
 - a. Be fully responsible for providing breach notifications and reporting as required under applicable laws;

- b. Pay any costs of such Breach notifications as well as any costs or damages associated with the incident; and
 - c. Should CalMHSA in its sole discretion determine that credit monitoring is an appropriate remedy, arrange for and bear the reasonable, out-of-pocket cost of providing to each such affected individual one (1) year of credit monitoring services from a nationally recognized supplier of such services.
8. If Contractor determines that an impermissible acquisition, use, or disclosure of PII does not require breach notifications or reporting, it shall document its assessment and provide such documentation to CalMHSA within one week of its completion. Notwithstanding the foregoing, CalMHSA reserves the right to reject Contractor's assessment and direct Contractor to treat the incident as a Breach.

H. Right to Inspect

CalMHSA may inspect the facilities, systems, books, and records of Contractor to monitor compliance with this Exhibit at any time. Contractor shall promptly remedy any violation reported to it by CalMHSA and shall certify the same to CalMHSA in writing. The fact that CalMHSA inspects, fails to inspect, fails to detect violations of this Exhibit or detects but fails to notify Contractor of the violation or require remediation is not a waiver of CalMHSA's rights under this Agreement and this Exhibit.

I. Indemnification

Contractor shall indemnify, hold harmless, and defend CalMHSA from and against any and all costs (including mailing, labor, administrative costs, vendor charges, and any other costs CalMHSA determines to be reasonable), losses, penalties, fines, and liabilities arising from or due to Contractor's failure to comply with the requirements of this Exhibit, including a breach or other non-permitted use or disclosure of PII by Contractor or its subcontractors or agents, including without limitation. Such indemnification shall be conditioned upon CalMHSA giving notice of any claims to Contractor after discovery thereof. If Contractor should publish or disclose PII to others, CalMHSA shall be entitled to injunctive relief or any other remedies to which it is entitled under law or equity, without posting a bond.

J. Termination of Agreement

1. If Contractor breaches its obligations under this Exhibit as determined by CalMHSA, CalMHSA may, at its option:
 - a. Require Contractor to submit to a plan of monitoring and reporting, as CalMHSA may deem necessary to maintain compliance with this Agreement;
 - b. Provide Contractor with an opportunity to cure the breach; or
 - c. After giving Contractor an opportunity to cure the breach, or upon breach of a material term of this Exhibit, terminate this Agreement for Cause pursuant to Exhibit C.

A failure of CalMHSA to exercise any of these options shall not constitute a waiver of its rights under this section.

2. Upon completion of this Agreement, or upon termination of this Agreement, at CalMHSA's direction Contractor shall either return all PII to CalMHSA, or shall destroy all PII in a manner consistent with applicable State and Federal laws, regulations, and agency guidance on the destruction of PII. If return or destruction of PII is not feasible, Contractor shall explain in writing to CalMHSA why return or destruction is not feasible. The obligations of Contractor under this Agreement to protect PII and to limit its use or disclosure shall continue and shall survive until all PII is either returned to CalMHSA or destroyed.

Exhibit E – Funding Allocation Form

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Exhibit F – Business Associates Agreement

SUB -BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

This Sub-Business Associate Agreement (this “Sub-Business Associate Agreement”), is made by and among the California Mental Health Services Authority (“CalMHSA”), and Riverside University Health System-Behavioral Health (“Contractor”).

CalMHSA and Contractor have entered into a Standard Services Agreement (the “Contract”) pursuant to which Contractor performs certain services for CalMHSA for the benefit of its “Participants” (as such term is defined in the Contract).

Participants include Counties, Cities and other local government authorities (e.g., Joint Powers Authorities), and are Covered Entities as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the “HIPAA Rules”). In connection with Contractor providing services to CalMHSA pursuant to the Contract, Contractor may, on behalf of CalMHSA, create, receive, maintain, or transmit certain Protected Health Information, as defined by the HIPAA Rules, on behalf of one or more Covered Entity Participants.

As such, CalMHSA is a Business Associate and Contractor is a Sub-Business Associate of CalMHSA, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement between CalMHSA and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Sub-Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.3 "California Confidentiality Laws" means the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information ("PII"), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 et seq.), the patient access law (Cal. Health & Safety Code § 123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 et seq.), and California's data breach law (Cal. Civil Code § 1798.29).
- 1.4 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean CalMHSA and its Participating Member Counties.
- 1.5 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.6 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.7 "Designated Record Set" has the same meaning as the term "designated record set" at 45
- 1.8 C.F.R. § 164.501."Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.9 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.10 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. §

160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

- 1.11 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.12 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.13 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.14 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.15 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.16 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the

Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

- 1.17 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.18 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.19 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.20 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.21 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.22 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.23 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.24 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164, or the California Confidentiality Laws if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
 - 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
 - 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
 - 5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
 - 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to

(279)234-0711 that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the Chief Privacy Officer at: abastida@calmhsa.org, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate

to have been, accessed, acquired, Used, or Disclosed;

- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made

aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify CalMHSA.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and

shall provide such Individual(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524 or the California Confidentiality Laws.

- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;

- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE FEDERAL AND STATE PRIVACY AND SECURITY RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules and California Confidentiality Laws applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R.

Part 164 or the California Confidentiality Laws if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate. Such term shall apply to all such agreements entered into from time to time between the parties for the purpose of providing Services pursuant to the JPA.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any

Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this

Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 Federal and State Requirements. The Parties agree that the provisions under HIPAA Rules and the California Confidentiality Laws that are required by law to be incorporated into this Business Associate Agreement are hereby incorporated into this Agreement.
- 20.3 No Third-Party Beneficiaries. Nothing in this Business Associate Agreement shall confer

upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules and the California Confidentiality Laws.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information, including the California Confidentiality Laws.

Appendix A

	A	B	C	D
1	Scholarship Number (if applicable)			[field]
2	1) First, Middle, Last (legal name):			[field]
3	2) Currently employed in peer support role: (yes/no)			[field]
4	3) If yes, County of Employment			[field]
5	4) If yes, Employer Agency Name			[field]
6	5) Peer Support Specialist Demographic			
7		a) Age		
8		i. 18-25		[field]
9		ii. 26-64		[field]
10		iii. 65+		[field]
11		b) Gender Identity		
12		i. Male		[field]
13		ii. Female		[field]
14		iii. Non-binary		[field]
15		c) Race/Ethnicity		
16		i. American Indian/Alaskan		[field]
17		ii. Asian/Pacific		[field]
18		iii. Black		[field]
19		iv. Hispanic		[field]
20		v. White		[field]
21		vi. Not Reported		[field]
22		d) Proficient Languages (multi-lingual peers may be counted under multiple fields)		
23		1. Arabic		[field]
24		2. Armenian		[field]
25		3. Cambodian		[field]
26		4. Chinese (combined Cantonese or Mandarin)		[field]
27		5. English		[field]
28		6. Farsi		[field]
29		7. Hindi		[field]
30		8. Hmong		[field]
31		9. Japanese		[field]
32		10. Korean		[field]
33		11. Lao		[field]
34		12. Punjabi		[field]
35		13. Russian		[field]
36		14. Spanish		[field]
37		15. Tagalog		[field]
38		16. Thai		[field]
39		17. Vietnamese		[field]
40		18. Other		[field]
41	6) Number REGISTERED for Peer Support Specialist Training:			[field]
42	7) Number COMPLETED Peer Support Specialist Training:			[field]
43	8) Number REGISTERED for training in a Specialization:			
44		a) Parent, Caregiver and Family Member Peer		[field]
45		b) Crisis Services		[field]
46		c) Homeless		[field]
47		d) Forensic		[field]
48	9) Number COMPLETED training in a Specialization:			
49		a) Parent, Caregiver and Family Member Peer		[field]
50		b) Crisis Services		[field]
51		c) Homeless		[field]
52		d) Forensic		[field]

