

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



**ITEM: 3.38
(ID # 24878)**

MEETING DATE:
Tuesday, June 04, 2024

FROM : RUHS-BEHAVIORAL HEALTH

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Approve Grant Agreement No.1040.0101 between Riverside University Health System - Behavioral Health (RUHS-BH) and Public Health Foundation Enterprises, Inc. dba Hulena Health, for the Children and Youth Behavioral Health Initiative (CYBHI) Round One, in the amount of \$757,218, for FY2023/2024 through FY 2024/2025, All Districts. [Total \$757,218, 100% State]

RECOMMENDED MOTION: That the Board of Supervisors:

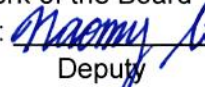
1. Approve Grant Agreement No.1040.0101 between Riverside University Health System - Behavioral Health (RUHS-BH) and Public Health Foundation Enterprises, Inc. dba Hulena Health, on behalf of the Department of Health Care Services (DHCS), for the Children and Youth Behavioral Health Initiative (CYBHI) Round One, in the amount of \$757,218, for FY2023/2024 through FY 2024/2025; and
2. Authorize the Director of Behavioral Health to sign and accept documents related to Agreement No. 040.0101 #1040.0101 and administer the grant. This authority shall include signature of necessary acceptance documents, exhibits, certifications and reports, and non-substantive amendments that otherwise do not increase or modify the agreement and as approved by County Counsel.

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 4, 2024
xc: RUHS-BH

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|------------------------------------|-----------------------------|--------------------------|---------------------------------------|---------------------|
| COST | \$ 378,609 | \$ 378,609 | \$ 757,218 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: 100% State | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 23/24 – 24/25 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System - Behavioral Health (RUHS-BH) operates a continuum of care system that consists of County-operated and contracted service providers delivering a variety of mental health treatment services within each geographic region of Riverside County.

Authorized as part of the 2021 Budget Act, the Children and Youth Behavioral Health Initiative (CYBHI) is a multi-year, multi-department package of investments that reimagines the systems that support behavioral health (BH) and wellness for all California’s children, youth, and their families. Efforts focus on promoting social and emotional well-being, preventing behavioral health challenges, and providing equitable, appropriate, timely, and accessible services for emerging and existing BH needs for children and youth 0-25. The \$4.7 billion investment of State general funds for CYBHI will improve access to, and the quality of, BH services for all children and youth in California, regardless of payer.

In December of 2022, the Department of Health Care Services (DHCS), in partnership with Public Health Foundation Enterprises, Inc. DBA Hulena Health, released the CYBHI Round One funding applications. Subsequently, RUHS-BH applied for and was awarded \$757,218 to enhance the RUHS-BH’s Parent and Caregiver Support Program, known as Incredible Years.

In September of 2023, DHCS released the CYBHI Round Five funding application. Subsequently, RUHS-BH applied for funds to establish Early Intervention Programs and Practices through First Episode Psychosis. As such, RUHS-BH was awarded \$1,000,000 for the implementation expansion to assist in providing coordinated specialty care. The finalized agreement is still being drafted as of March 2024. Upon receipt, RUHS-BH will request the Board approve this additional funding.

Round One agreement was received via email on February 14, 2024, from Heluna Health.

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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Additional Fiscal Information

There are sufficient appropriations in the Department's FY2023/24 budget. No additional County funds are required.



Gregg Gu, Chief of Deputy County Counsel 5/17/2024



IMPLEMENTATION SUBAWARD AGREEMENT

THIS AGREEMENT IS HEREBY MADE by and between Public Health Foundation Enterprises, Inc. DBA HELUNA HEALTH, a 501(c)(3) California nonprofit corporation (hereafter "HELUNA HEALTH", or "Client"), and the GRANTEE (hereafter "GRANTEE") identified below and, sets forth the terms and conditions between Client and GRANTEE, for agreed services, as required by the Client, and as stated in this Agreement. This Agreement does not designate the GRANTEE as the agent or legal representative of HELUNA HEALTH for any purpose whatsoever.

I. IDENTIFIED PARTIES

CLIENT
HELUNA HEALTH
13300 Crossroads Parkway North, Suite 450
City of Industry, CA 91746
www.helunahealth.org
ATTN:
Tax ID: 95-2557063
POC: Peter Dale
HH PMO Email: CYBHI@pgm.helunahealth.org

SUBAWARD GRANTEE
Riverside University Health System Behavioral Health
PO BOX 7549
Riverside, CA, 92506
ATTN:
Tax ID: 95-6000930
POC: Matthew Chang, MD,
Email: ssilva@ruhealth.org

Program: CYBHI

Program No.: 1040.0101

II. TERM. Unless otherwise terminated or extended by written notice, the Term of this Agreement shall commence on date of execution and end on 06/30/2025. Term dates subject to change based on Implementation Plan.

III. SERVICES AND COMPENSATION. GRANTEE shall perform the services described below, and as described in Attachment A, Statement of Work ("SOW"). Services will take place at location(s) specified in the GRANTEE Implementation Plan.

(a) Scope of Work. GRANTEE shall perform all services as stated in the agreed Invoice or Scope of Work, Exhibit A. GRANTEE shall perform the services in accordance with generally accepted professional standards and in an expeditious and economical manner consistent with sound professional practices. GRANTEE maintains and shall maintain during all relevant times under this Agreement all applicable federal, state and local business and other licenses, including any professional licenses or certificates, industrial permits and/or licenses, industry specific licenses, licenses required by the state(s) and/or locality(s) in which it does business, fictitious business names, federal tax identification numbers, insurance, and anything else required of GRANTEE as a business operator.

(b) Payment. HELUNA HEALTH agrees to compensate the GRANTEE in accordance with Exhibits B and C attached hereto. See Exhibit B "Budget" for line-item budget detail. GRANTEE shall be compensated only for services performed and required as set forth above. Additional services and/or costs will not be compensated. The compensation described is an all-inclusive amount. The total compensation payable to the GRANTEE hereunder shall be as set forth below:

TOTAL not to exceed subaward **\$757,218**

If for any reason GRANTEE receives any compensation in excess of the amount described above, GRANTEE shall notify HELUNA HEALTH of the overpayment and repay said amount to HELUNA HEALTH within 10 days of demand for such repayment.

(c) Invoice. Invoices shall be submitted in accordance with Exhibit C.

Payment for submitted invoices shall be made after receipt and approval of all deliverables associated with each invoice. GRANTEE shall submit invoices to the attention of the HELUNA HEALTH Contact Person set forth above. **All final invoices** must be received within 30 days of the expiration or termination of this Subaward Agreement or within such earlier time period as HELUNA HEALTH may require. If any invoices are not submitted within such time periods, GRANTEE waives (at HELUNA HEALTH's discretion) all rights to payment under such invoices. The GRANTEE shall be solely responsible for the payment of all federal, state and local income taxes, social security taxes, federal and state unemployment insurance and similar taxes and all other assessments, taxes, contributions or sums payable with respect to GRANTEE or its employees as a result of or in connection with the services performed by GRANTEE hereunder.

IV. INSURANCE. GRANTEE shall maintain insurance coverages in accordance with those listed in Exhibit E.

V. AUTHORIZED SIGNERS. The undersigned certify their acknowledgment of the nature and scope of this agreement and support it in its entirety.

| | |
|---------------|------|
| | |
| HELUNA HEALTH | Date |

| | |
|------------------|------|
| | |
| SUBAWARD GRANTEE | Date |

1. **STATUS OF GRANTEE.** Nothing in this Agreement is intended to place the parties in the relationship of employer-employee, partners, joint venturers, or in anything other than an independent contractor relationship. GRANTEE or independent contractor shall not be an employee of HELUNA HEALTH for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third party liability claims.

GRANTEE shall retain sole and absolute discretion and judgment in the manner and means of carrying out GRANTEE's services hereunder. GRANTEE is under the control of HELUNA HEALTH as to the results of GRANTEE's services only, and not as to the means by which such results are accomplished. GRANTEE shall be responsible for completing the Scope of Work in a timely manner in accordance with this Agreement, but GRANTEE will not be required to follow or establish a regular or daily work schedule.

HELUNA HEALTH shall not be liable for any obligations incurred by GRANTEE unless specifically authorized in writing by HELUNA HEALTH. GRANTEE shall not act as an agent of HELUNA HEALTH, ostensibly or otherwise, nor bind HELUNA HEALTH in any manner, unless specifically authorized to do so in writing by HELUNA HEALTH.

HELUNA HEALTH retains the right, but does not have the obligation, to inspect, stop, or alter the work of GRANTEE to assure its conformity with this Agreement.

2. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES.** Neither federal, nor state, nor local income tax nor payroll taxes of any kind shall be withheld or paid by HELUNA HEALTH on behalf of GRANTEE or the employees of the GRANTEE. GRANTEE shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

GRANTEE understands that GRANTEE is responsible to pay, according to law, GRANTEE's income taxes. If GRANTEE is not a corporation or other legal entity, GRANTEE further understands that GRANTEE may be liable for self-employment (social security) tax, to be paid by GRANTEE according to law. GRANTEE agrees to defend, indemnify and hold HELUNA HEALTH harmless from any and all claims made by federal, state and local taxing authorities on account of GRANTEE's failure to pay any federal, state or local income and self-employment taxes or other assessments due as a result of GRANTEE's services hereunder. Furthermore, to avoid conflict with federal or state regulations, GRANTEE will not be eligible for employment with HELUNA HEALTH within the same calendar year in which GRANTEE performed services for HELUNA HEALTH.

3. **FRINGE BENEFITS.** Because GRANTEE is engaged in GRANTEE's own independent business, GRANTEE is not eligible for, and shall not participate in, any HELUNA HEALTH pension, health, or other fringe or employee benefit plans.
4. **WORKERS' COMPENSATION.** No workers' compensation insurance shall be obtained by HELUNA HEALTH concerning GRANTEE or the employees of GRANTEE. All persons hired by GRANTEE to assist in performing the tasks and duties necessary to complete the services shall be the employees of GRANTEE unless specifically indicated otherwise in an agreement signed by all parties. GRANTEE shall immediately provide proof of Workers' Compensation insurance and General Liability insurance covering said employees, upon request of HELUNA HEALTH.
5. **EQUIPMENT AND SUPPLIES.** GRANTEE shall provide all necessary equipment, materials and supplies required by GRANTEE to perform the services. GRANTEE will not rely on the equipment or offices of HELUNA HEALTH for completion of tasks and duties set forth pursuant to this Agreement.
6. **TERMINATION.** Without cause, HELUNA HEALTH may terminate this agreement by giving 15 days prior written notice to GRANTEE of intent to terminate without cause. With reasonable cause, HELUNA HEALTH may issue a Notice and Right to Cure OR terminate this agreement effective immediately upon GRANTEE's receipt of written notice of termination for cause. Reasonable cause shall include: (A) material violation or breach of this agreement, (B) any act of the GRANTEE that exposes HELUNA HEALTH to liability to others for personal injury or property damage or any other harm, damage or injury, and (C) cancellation or reduction of funding affecting the Program affecting the services.

Notice and Right to Cure. A. Unless otherwise specified in this Agreement, in the event of a default, HELUNA HEALTH may provide written notice of such default and the specific action required to cure such default, and the GRANTEE shall have thirty (30) days from the date that the notice is received to cure the default; provided, however, that if the nature of the default is such that it cannot reasonably be cured within the 30-day period, then the defaulting GRANTEE shall not be deemed in default if and so long as such party commences and diligently continues to pursue the cure of such default within the 30-day period, and

continuously pursues such cure thereafter to completion, but in no event beyond the Absolute Deadline as specified in the notice to cure unless otherwise agreed.

Upon the expiration or termination of this Agreement, GRANTEE shall promptly return to HELUNA HEALTH all computers, cell phones, smart phones, computer programs, files, documentation, user data, media, related material and any and all Confidential Information of HELUNA HEALTH and all Work Product (as defined below). HELUNA HEALTH shall have the right to withhold final payment to the GRANTEE until all such items are returned to HELUNA HEALTH.

These Terms and Conditions and any provisions of this Agreement that by their nature should or are intended to survive the expiration or termination of this Agreement shall survive and the parties shall continue to comply with the provisions of this Agreement that survive. Notwithstanding any termination that may occur, each party shall continue to be responsible for carrying out all the terms and conditions required by law to ensure an orderly and proper conclusion.

7. **COMPLIANCE WITH LAWS.** The GRANTEE shall comply with all state and federal statutes and regulations applicable to the GRANTEE, the services or the Program, in performing GRANTEE's obligations under this Agreement. GRANTEE represents and warrants that neither GRANTEE nor its principals or personnel are presently, nor will any of them be during the term of this Agreement, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or funding agency.
8. **HIPAA (if applicable).** If the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") is applicable to the services, GRANTEE shall execute and deliver HELUNA HEALTH's standard Business Associate Agreement as required by HIPAA.
9. **NON-DISCLOSURE.** HELUNA HEALTH and GRANTEE agree that during the course of this agreement, GRANTEE may be exposed to and become aware of certain unique and confidential information and special knowledge (hereinafter "Confidential Information") provided to or developed by HELUNA HEALTH and/or GRANTEE. Said Confidential Information includes, but is not limited to, the identity of actual and potential clients of HELUNA HEALTH, client lists, particular needs of each client, the manner in which business is conducted with each client, addresses, telephone numbers, and specific characteristics of clients; financial information about HELUNA HEALTH and/or its clients; client information reports; mailing labels; various sales and marketing information; sales report forms; pricing information (such as price lists, quotation guides, previous or outstanding quotations, or billing information); pending projects or proposals; business plans and projections, including new product, facility or expansion plans; employee salaries; contracts and wage information; mailing plans and programs; technical know-how; designs; products ordered; business methods; processes; records; specifications; computer programs; accounting; and information disclosed to HELUNA HEALTH by any third party which HELUNA HEALTH is obligated to treat as confidential and/or proprietary. This Confidential Information derives independent actual or potential economic value from not being generally known to the public or to other persons, who can obtain economic value from its disclosure or use, is not readily available through any source other than HELUNA HEALTH and is the subject of reasonable efforts to maintain secrecy. Because GRANTEE may be exposed to and become aware of said Confidential Information and, because of its unique and confidential nature, the parties hereto desire to afford HELUNA HEALTH protection against its unauthorized use or its use in any manner detrimental to HELUNA HEALTH. Therefore, GRANTEE shall not disclose in any manner whatsoever any of the aforesaid Confidential Information, directly or indirectly, or use it in any way whatsoever, either during this agreement with HELUNA HEALTH or at any time thereafter, except as required in the course of GRANTEE's work with HELUNA HEALTH or except as otherwise provided in this Agreement. Further, GRANTEE shall develop and maintain procedures and take other reasonable steps in furtherance of HELUNA HEALTH's desire to maintain the confidentiality of its Confidential Information.
- All documents and other items which might be deemed the subject of or related to Confidential Information of HELUNA HEALTH's business, whether prepared, conceived, originated, discovered, or developed by GRANTEE, in whole or in part, or otherwise coming into GRANTEE's possession, shall remain the exclusive property of HELUNA HEALTH and shall not be copied or removed from the premises of HELUNA HEALTH without the express written consent of HELUNA HEALTH. All such items, and any copies thereof, shall be immediately returned to HELUNA HEALTH by GRANTEE upon request at any time and upon termination of this agreement.
10. **NON-SOLICITATION OF EMPLOYEES.** During the Term of this Agreement and for two years following the termination of this Agreement with HELUNA HEALTH, GRANTEE shall not induce, encourage, or advise any person who is employed by or is engaged as an agent or independent contractor by HELUNA HEALTH to leave the employment of HELUNA HEALTH or otherwise raid the employees of HELUNA HEALTH, without the express written consent of

HELUNA HEALTH. Nothing contained in this paragraph shall constitute a waiver by HELUNA HEALTH of any rights it may have if GRANTEE engages in actionable conduct after the two-year period referred to above.

11. **WORKS FOR HIRE.** GRANTEE agrees that all discoveries, ideas, inventions, and information that GRANTEE may develop (either alone or in conjunction with others), information or work product developed wholly or partially by GRANTEE as part of or related to GRANTEE's retention by HELUNA HEALTH hereunder (including all intermediate and partial versions thereof) or the performance of the services hereunder or which existence GRANTEE may discover while retained by HELUNA HEALTH, including any software, platforms, all ideas, designs, marks, logos, and content relating thereto, whether or not subject to patent, copyright or trademark or other intellectual property protections including without limitation, any scripts, prototypes, other components (collectively the "Work Product"), shall be the sole property of HELUNA HEALTH upon its creation and (in the case of copyrightable works) upon its fixation in a tangible medium of expression.

GRANTEE hereby forever assigns to HELUNA HEALTH and State of California DHCS all right, title and interest in any Work Product designed and/or developed by GRANTEE or otherwise delivered to HELUNA HEALTH as part of or related to GRANTEE's retention with HELUNA HEALTH. The Work Product shall be the sole property of HELUNA HEALTH and DHCS and all copyrightable and patentable aspects of the Work Product are to be considered "works made for hire" within the meaning of the Copyright Act of 1976, as amended (the "Act"), of which HELUNA HEALTH and DHCS are to be the "author" within the meaning of such Act. All such copyrightable and patentable works, as well as all copies of such works in whatever medium fixed or embodied, shall be owned exclusively by HELUNA HEALTH and DHCS on their creation, and GRANTEE hereby expressly disclaims any interest in any of them. In the event (and to the extent) that any Work Product or any part or element of them, is found as a matter of law not to be a "Work Made For Hire" within the meaning of the Act, GRANTEE hereby assigns to HELUNA HEALTH and DHCS the sole and exclusive right, title and interest in and to all such works, and all copies of any of them, without further consideration, and, if such assignment is invalid, GRANTEE hereby grants HELUNA HEALTH and DHCS a non-exclusive, worldwide, perpetual, fully paid-up, irrevocable, right and license to use, reproduce, make, sell, perform and display (publicly or otherwise), and distribute, and modify and otherwise make derivative works of GRANTEE's Work Product and to authorize third parties to perform any or all of the foregoing on its behalf, including through multiple tiers of sublicenses. GRANTEE shall deliver all Work Product to HELUNA HEALTH free and clear of any and all claims, rights and encumbrances of third parties.

With HELUNA HEALTH's approval and at HELUNA HEALTH's expense, GRANTEE will execute such other documents of registration and recordation as may be necessary to perfect in HELUNA HEALTH, or protect, the rights assigned to HELUNA HEALTH hereunder in each country in which HELUNA HEALTH reasonably determines to be prudent. GRANTEE hereby grants HELUNA HEALTH and DHCS the exclusive right, and appoints HELUNA HEALTH as attorney-in-fact, to execute and prosecute in GRANTEE's name as author or inventor or in HELUNA HEALTH's name as assignee, any application for registration or recordation of any copyright, trademark, patent or other right in or to the Work Product, and to undertake any enforcement action with respect to any Work Product.

All rights to the Work Product assigned or granted to HELUNA HEALTH hereunder shall be subject to any rights of the Program under HELUNA HEALTH's agreement with the Program and any rights of the United States Federal Government under applicable laws and regulations.

12. **INDEMNITY.** GRANTEE hereby agrees to indemnify, hold harmless and defend HELUNA HEALTH, its board of trustees, officers, directors, agents, contractors and employees from any and all claims, causes of action, costs, demands, expenses (including attorney's fees and costs), losses, damages, injuries, and liabilities arising from (i) any accident, death, or injury whatsoever or however caused to any person or property arising out of the intentional action or negligence of GRANTEE (or its agents, subcontractors or employees), (ii) GRANTEE's (or its agents', subcontractors' or employees') violation of any federal, state or local law or regulation, (iii) the breach by GRANTEE (or its agents, subcontractors or employees) of any of its representations, warranties or agreements under this Agreement or (iv) any claims that the Work Product, or any element thereof, infringes the intellectual, privacy or other rights of any

party. This duty to indemnify and defend shall survive the termination of this agreement.

13. **RECORD RETENTION AND ACCESS TO RECORDS.** GRANTEE shall grant to HELUNA HEALTH, the Program and the U.S. Comptroller General and their respective authorized representatives upon demand, access to any books, documents, papers and records of GRANTEE relating to this Agreement or the services for audit, examination, excerpt and transcription. GRANTEE shall retain all such records for seven (7) years (or longer if required under HELUNA HEALTH's record retention policy, by the Program or by law, including under Circular A-110, Subpart C, Post-Award Requirements and FAR Subpart 4.7 Contractor Records Retention-4.703 Policy) after final payment is made under this Agreement and all pending matters are closed, unless extended by an audit, litigation, or other action involving the records, whichever is later.
14. **AMENDMENTS.** Amendments to this Agreement shall be in writing, signed by the party to be obligated by such amendment and attached to this Agreement.
15. **GOVERNING LAW; VENUE.** This Agreement shall be interpreted, construed and governed by, in accordance with and consistent with the laws of the State of California without giving effect to its conflicts of laws principals. The sole, exclusive and proper venue for any proceedings brought to interpret or enforce this Agreement or to obtain a declaration of the rights of the parties hereunder shall be Los Angeles County, California. Each of the parties hereto submits to the exclusive personal jurisdiction of the courts located in Los Angeles County, California and waives any defense of forum non convenience.
16. **EQUITABLE RELIEF.** In light of the irreparable harm to HELUNA HEALTH that a breach by GRANTEE of Sections 9, 10 and 11 of these Terms and Conditions would cause, in addition to other remedies set forth in this Agreement and other relief for violations of this Agreement, HELUNA HEALTH shall be entitled to enjoin GRANTEE from any breach or threatened breach of such Sections, to the extent permitted by law and without bond.
17. **FAIR INTERPRETATION.** The language appearing in all parts of this Agreement shall be construed, in all cases, according to its fair meaning in the English language, and not strictly construed for or against any party hereto. This Agreement has been prepared jointly by the parties hereto after arm's length negotiations and any uncertainty or ambiguity contained in this Agreement, if any, shall not be interpreted or construed against any party, but according to its fair meaning applying the applicable rules of interpretation and construction of contracts.
18. **NO WAIVER.** No failure or delay by any party in exercising a right, power or remedy under the Agreement shall operate as a waiver of any such right or other right, power or remedy. No waiver of, or acquiescence in, any breach or default of any one or more of the terms, provisions or conditions contained in this Agreement shall be deemed to imply or constitute a waiver of any other or succeeding or repeated breach or default hereunder. The consent or approval by any party hereto to or of any act of the other party hereto requiring further consent or approval shall not be deemed to waive or render unnecessary any consent or approval to or of any subsequent similar acts.
19. **NOTICES.** Any notice given in connection with this agreement shall be in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.
20. **REMEDIES NON-EXCLUSIVE.** Except where otherwise expressly set forth herein, all remedies provided by this Agreement shall be deemed to be cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the respective parties at law or in equity.
21. **SEVERABILITY.** If any term, provision, condition or other portion of this Agreement is determined to be invalid, void or unenforceable by a forum of competent jurisdiction, the same shall not affect any other term, provision, condition or other portion hereof, and the remainder of this Agreement shall remain in full force and effect, as if such invalid, void or unenforceable term, provision, condition or other portion of this Agreement did not appear herein.
22. **NON-ASSIGNABILITY.** This agreement shall not be assigned, in whole or in part, by GRANTEE without the prior written approval and consent of HELUNA HEALTH.

EXHIBIT A
TO SUBAWARD AGREEMENT
SCOPE OF WORK (SOW)

As part of this agreement, the GRANTEE is required to submit an Implementation Plan which will be incorporated into this agreement once reviewed and finalized. The scope of the work below may be subject to change according to GRANTEE'S approved and finalized implementation plan.

Riverside University Health System-Behavioral Health (RUHS-BH) plans to implement the Incredible Years (IY) Parenting Programs across all County service regions with the goal of increasing access for parents & caregivers of young children ages 1 to 8 years of age. A predominant area of need for Riverside County is parenting services for those with very young children ages 1 to 3 years. While RUHS-BH has been able to invest in several Evidenced Based Practices (EPB's) over the past 25+ years, a gap persists with implementing, in an inclusive manner, an EBP that engages parents/caregivers of very young children.

Incredible Years Programs Timeline of Objectives:

1. Engage nine RUHS-BH outpatient clinic sites and two specialty sites (Parent Support & Training and Preschool 0-5 Programs) to identify minimum 25 staff to be trained in IY Programs- complete staff list by April 30th, 2023.
2. Contract IY Programs developers for trainings in Basic Parenting Leader Training, Baby Parent Group Leader Training, and Small Dina Group Training- goal to facilitate trainings in-person within 120 days of award date.
 - a. Contract for year 1 and year 2 trainings at this stage to assure there is no gap in training the 2nd round of RUHS-BH staff in 2024.
3. Order IY Program curriculum for Basic Parenting Group, Baby Parent Group, and Small Dina Group- order as soon notification of grand award amount.
4. Engage local partners/stakeholders in advertising that IY Programs are going to be available at the children's outpatient programming and the two specialties programs to start collecting referrals for service delivery. Advertising and referral collection to start within 15 days of award notification.
5. Identify partner locations within Riverside County (i.e. Family Resource Centers, Community Health Clinics, PCIT labs) for Parent Support & Training and Preschool 0-5 Programs to create MOU's to use facilities to facilitated IY Programs- goal will be to initiate and formalize MOU's within 120 days from date of grant award.
6. Implement IY Parent Training and IY Child Training at each clinic site- 30 days from date of initial training in IY Programs.
7. Implement IY Parent Training and IY Child Training at the designated locations where MOU's were established for Parent Support & Training and Preschool 0-5 Programs- goal is 4-5 locations within 30 days from date of initial training in IY Programs.

8. Within nine months of award grant- all 11 sites to be trained in IY Programs and with goal of starting second cycle of IY Programs.
9. Identify staff to be trained as inter-agency trainers in IY Programs- will identify at least six staff by December 2023 to engage in certification process.
10. Year 2 of the grant- initiate round 2 of training an additional 25 staff by March 2024.
11. By March 2024- trained staff in IY Programs should be at minimum into their 3rd cycle of IY Programs.
12. Identify the last 5-6 staff that will be trained as Inter-agency trainers in IY Programs by July 2024 to engage in certification process. By this stage RUHSBH should be starting on 4th cycle of IY Programs. Given the structure of the grant and that it will be a 2-year award, the timeline of implementation has been given a great deal of thought. The goal is to use the two years as efficiently as possible and to create metrics that are 1) realistic, 2) measurable, 3) maximize on sustainability, and 4) offer clear outcomes that demonstrate the monies are used as proposed, and to give the result of that product. RUHS-BH is a large entity and currently has the Workforce, Education, and Training (WET) program overseeing various levels of training, implementation, fidelity, outcomes monitoring, and funding source monitoring. Under the umbrella of WET- a ½ time (20 hours a week) Staff Development Officer will be designated to assuring that the fidelity portions of IY Programs are being sustained and will be the gatekeeper for training, fidelity, and outcomes between trained staff, program supervisors, and the Deputy Director of Children's Services. As a result, RUHS-BH is confident that with the current staffing and delineation of roles on oversight goals and objectives laid out above will be met.

EXHIBIT B
 TO SUBAWARD AGREEMENT
 BUDGET & PAYMENT SCHEDULE

| APPLICANT INSTRUCTIONS | | |
|---|---|--|
| To complete this application, review the Eligible Expenditures, Section 2.3 of the Request For Application, for guidance and provide responses in the yellow highlighted cells below with as much accurate detail as possible. Add rows, as needed. | | |
| EBP/CDEP ROUND 1 APPLICANT INFORMATION | | |
| Applicant / Entity Legal Name: | Riverside University Health System-Behavioral Health | |
| Contact Information (Email & Phone): | Janine Moore 951-358-7348 | |
| County or Tribal Nation: | County of Riverside | |
| Name of Practice Model: | N/A | |
| EBP/CDEP ROUND 1 GRANT BUDGET INFORMATION: IMPLEMENTATION START-UP | | |
| Expenditure Categories | Please provide a detail description of the cost associated with each category | Total Proposed Costs (Funded by Grant) |
| Equipment and capital improvements | | |
| Program materials (e.g., manual) | IY Program curriculum for Basic Parenting Group, Baby Parent Gr | \$ 123,697.50 |
| Planning costs | | |
| Specialized training | Each RUHS-BH staff will have to devote a total of 55 hours to the | \$ 376,174.90 |
| Staffing (benefits must be included on listed salary) | The direct service staff that will be trained in IY Programs will inc | \$ 141,400.00 |
| Supplies | | |
| Technology | | |
| Technical assistance | | |
| Training costs | | |
| Travel (If applicable) | | |
| Other costs (Please provide details in the next column) | Operating Cost for staff training and research specialist | \$ 115,945.75 |
| Administrative Costs | | |
| TOTAL PROJECT COSTS | | \$757,218 |

EXHIBIT B
 TO SUBAWARD AGREEMENT
 BUDGET & PAYMENT SCHEDULE

| Deliverable Description | |
|-------------------------|--|
| 1. | Tracking log – status of “Subgrantee Terms & Conditions” completion – up to 10% of total funds for round grant round |
| 2. | Tracking log – status of “Subgrantee Detailed Implementation Plans” completion – up to 50% of total funds awarded for grant round |
| 3. | Tracking log – status of “Subgrantee Interim Progress Report #1 and Data Reports” completion – up to 15% of total funds awarded for grant round |
| 4. | Tracking log – status of “Subgrantee Interim Progress Report #2 and Data Reports” completion – up to 15% of total funds awarded for grant round |
| 5. | Tracking log - status of “Subgrantee Final Progress Report (#3) and Data Reports” completion – up to 10% of total funds awarded for grant round |

*DHCS or the TPA, as appropriate, may recoup funds in cases where GRANTEES fail to timely complete program deliverables.

EXHIBIT C
TO SUBAWARD AGREEMENT
FORM OF INVOICE

1. Invoicing and Payment

A. For completion of high-quality deliverables in accordance with the Subaward terms, and upon receipt and approval of the invoices, HELUNA HEALTH agrees to compensate GRANTEE for actual deliverables completed in accordance with Exhibit B.

B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

<https://wkf.ms/41we4FV>

HELUNA HEALTH, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the GRANTEE by HELUNA HEALTH and shall not require an amendment to this Agreement.

C. Invoices must:

- 1) Be prepared on Subaward GRANTEE letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represents actual expenses for the service performed under this Agreement.
- 2) Bear the Subaward GRANTEE's name as shown on the Agreement.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize reimbursement for deliverables completed during for the billing period in the same or greater level of detail as indicated in this Agreement. Subject to the terms of this Agreement, reimbursement may only be sought for those deliverables expressly identified in this Agreement and approved by HELUNA HEALTH.

D. Rates Payable

GRANTEE will be reimbursed for services satisfactorily performed based on the billing schedule as shown in Exhibit B.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS, CIBHS, or HELUNA HEALTH shall have no liability to pay any funds whatsoever to Subaward GRANTEE or to furnish any other considerations under this Agreement and Subaward GRANTEE shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, HELUNA HEALTH shall have the option to either cancel this Agreement

with no liability occurring to DHCS, CIBHS, or HELUNA HEALTH, or offer an agreement amendment to Subaward GRANTEE to reflect the reduced amount.

3. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Contract, unless a later or alternate deadline is agreed to in writing by the Program Contract Manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of DHCS under this Contract have ceased and that no further payments are due or outstanding.
- B. HELUNA HEALTH may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written HELUNA HEALTH approval of an alternate final invoice submission deadline. Written HELUNA HEALTH approval shall be sought from the Program Contract Manager prior to the expiration or termination date of this Contract.

EXHIBIT D

TO SUBAWARD AGREEMENT

FLOW DOWN PROVISIONS

DHCS TERMS AND CONDITIONS

I. Use of Funding

- a. **EBP/CDEP grant implementation planning:** All awardees will be expected to complete a standardized implementation plan which will identify how funding will be used and the timelines associated.
- b. **Program guidance and conditions.** All awardees must follow all terms, conditions, and guidelines provided in the most recently updated EBP guidance, as published by DHCS, and in the below Terms and Conditions.
- c. **Standard funding restrictions.** A portion of this funding may be used toward implementation planning, with any remaining funding being directed toward program implementation.
- d. **Applicable additional policies.** All awardees must comply with any federal and/or state policies as a condition of funding.
- e. **Changes and modifications.** All edits to documents submitted by awardees (e.g., implementation plans) will need to be shared in writing and are subject to CIBHS, HELUNA HEALTH & DHCS approval.

II. Role of Third-Party Administrators

- a. **Awardees' acknowledgement.** CIBHS and HELUNA HEALTH is the sole third-party administrator on behalf of DHCS and not liable or responsible for DHCS decisions or actions.
- b. **Expected relationship between awardees and TPA.** The TPA will play a critical role throughout the grant period on behalf of DHCS (e.g., Project Management Office, administrative and collaborative learning TTA, implementor of the TPA technical support to under-resourced applicants).

III. Additional DHCS Terms and Conditions, explaining elements such as (*non-exhaustive*)

- a. **Funding received will not duplicate nor supplant** any existing funding sources, initiatives, or programs by other federal, state, or local funding sources.
- b. **Modifications to payment dates or amounts** will be at the discretion of DHCS and with formal written notice.
- c. **DHCS or TPA may audit or inquire into awardee actions** regarding receipt and use of grant funds at any time and detail the timelines (e.g., "awardee must respond to inquiries, communications, and reasonable requests for information or documentation from DHCS or the TPA within two (2) business days of receipt and must provide any requested information within five (5) business days unless an alternative timeline is approved by DHCS").

- d. **Awardee alert and fund return** may occur if circumstances prevent it from carrying out any of the aforementioned activities and may be required to return unused funds to DHCS through TPA.
- e. **Awardee’s authorized representative** may need to provide a point of authority contact to speak and act on behalf of the awardee and contact information will be collected in this section.
- f. **Awardee record and documentation** will ensure that all documentation used to support and detail expenditures will be retained for no less than ten (10) years beyond the date of final payment and will make sure records available for complete inspection by DHCS upon request.
- g. **DHCS has rights to reports and data** associated with the activities pursuant to this grant, except as restricted by applicable law.
- h. **Delivery of models will need to have culturally competent care** ensuring responsive approach to implementation with priority populations not limited to additional training or collaborative learning sessions.
- i. **Awardee will not discriminate** any class of individuals protected from discrimination under state or federal law in any aspect in the conduct of any activity funded by DHCS.
- j. **Disputes and indemnification** will outline the right to and use of appropriate legal counsel in the case of legal issues arising.
- k. **Disclaimer** stating that the funds and services are available on an “as-is and as-available basis” and that awardees use funds at their own risk.
- l. **Verification of background and financial verification** outlining the steps necessary to ensure GRANTEE eligibility and due diligence.

IV. Auditing and Recoupment. DHCS or the TPA, as appropriate, may:

- a. **Perform audits of EBP/CDEP program funding disbursements** and any corrective actions necessary and associated plans.
- b. **Outline the process if funds are underspent during the project period** with final progress reports and outlines of acceptable scenarios with next steps (e.g., rollover funds, return unused funds, or audit and recoupment of unused funds).
- c. **Recoup funds in cases where there is:**
 - i. Identified fraud, waste, or abuse.
 - ii. Funding spent on impermissible use of funds.
 - iii. Identification that funding received by the entity may be duplicative with other funding sources. [Error! Bookmark not defined.](#)
 - iv. Identification that an awardee becomes ineligible to provide services.
 - v. Evidence that an awardee uses funding on an item or activity that was not approved in their implementation plan.

- vi. Evidence that awardee deviates significantly (as determined by DHCS in coordination with TPA) in how funding was applied to various approved funding uses relative to what is in the original budget template.
- vii. Identification that awardees did not spend all the funds received and will not voluntarily return unused funds.

EXHIBIT E
TO SUBAWARD AGREEMENT
INSURANCE REQUIREMENTS

GRANTEE shall, at GRANTEE'S cost and expense, maintain in full force and effect for the entire term of this Agreement the following types of insurance:

Commercial General Liability Insurance. GRANTEE shall procure and maintain Commercial General Liability insurance written on an occurrence basis with listed limits of at least \$1,000,000 per occurrence for bodily and property damage and at least \$2,000,000 products/completed operations with a \$2,000,000 general aggregate limit. GRANTEE shall not provide general liability insurance under any Claims Made General Liability form and will require CIBHS's approval if GRANTEE'S General Liability policy contains a deductible greater than \$25,000. The General Liability Insurance policy must expressly cover, without limitation, all liability to third parties arising out of or related to GRANTEE'S services or other activities associated with this Agreement, including, without limitation, liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured.

Additional Insureds added to General Liability Policy. The State of California, CIBHS, Heluna Health and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, servants and employees shall be added as Insureds ("Additional Insureds") under each commercial general liability policy identified in the preceding paragraph above. Furthermore, the policy shall apply as primary insurance and that any other insurance coverage carried by or otherwise available to an "Additional Insured" will be excess only and will not contribute with this insurance.

Workers Compensation Insurance. GRANTEE shall procure and maintain Workers Compensation Insurance with minimum limits of \$1,000,000 each for bodily injury by accident (per accident per person), bodily injury by disease (policy limit) and bodily injury by disease (each employee). GRANTEE must maintain such a policy and provide CIBHS with a certificate of insurance that includes a waiver of subrogation endorsement.

Automobile Insurance. GRANTEE shall procure and maintain Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles, with minimum limits of \$1,000,000 single limit per occurrence for bodily and property damage combined; such coverage must be for (A) "any auto" or (B) "all owned autos, hired autos and non-owned autos". Furthermore, in the event that ten or more passengers are to be transported in any one such motor vehicle, the operator will also hold a State of California Class B driver's license and the GRANTEE must possess automobile liability insurance in the amount of \$5,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle reimbursed with grant funds made available under this Agreement. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned vehicles. GRANTEE agrees to include an Additional Insured Endorsement naming the State of California, CIBHS, Heluna Health and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, servants and employees as additional insureds. GRANTEE will, as soon as practicable, furnish a copy of the certificate of insurance to CIBHS. The certificate of insurance will identify CIBHS Agreement number referenced on the signature page hereto. GRANTEE will provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued covered for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not 13

less than one (1) year.

Pollution Liability. (Applicable only when services involve the handling of toxic or hazardous substances.) GRANTEE shall maintain Pollution Liability insurance covering the liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services performed under this Agreement. Coverage shall be provided for both work performed on-site, as well as during the transport of hazardous materials. Limits of not less than \$1,000,000 shall be provided.

General Insurance Provisions. GRANTEE will provide evidence of such Insurance to HELUNA HEALTH within five (5) business days after the Effective Date. The Certificate of Insurance must include the name of the project. GRANTEE agrees to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage on an annual basis. GRANTEE'S general liability, auto liability and Professional insurance must be issued by responsible insurance companies. Upon failure of GRANTEE to furnish, deliver and maintain such insurance as above provided, this Agreement, at the election of HELUNA HEALTH, may be suspended, discontinued or terminated. Failure of GRANTEE to purchase and/or maintain any required insurance shall not relieve GRANTEE from any liability or indemnification under the Agreement.

EXHIBIT F

TO SUBAWARD AGREEMENT

DHCS IMPLEMENTATION AND REPORTING GUIDANCE FOR GRANTEES

Overview of implementation planning and reporting requirements

Implementation Planning requirements

The Implementation Plan will provide an opportunity for subaward GRANTEEs to detail their proposal for how EBP/CDEP grant program funding will be deployed to scale their selected EBP. Additionally, it will enable GRANTEEs to establish clear programmatic goals and objectives, identify specific project tasks and activities and define organizational capacity, and required resources. GRANTEEs will also have the opportunity to outline potential risks and mitigation strategies prior to implementation.

The template for the Implementation Plan, with relevant sections and more detailed guidance, will be made available to subaward GRANTEEs. Upon completion of Subgrantee terms and conditions, [10]% of the allocated funding will be made available to support GRANTEEs in developing their Implementation Plans. GRANTEEs may utilize all or part of this funding toward implementation planning, with any remaining funding being directed toward program implementation.

After the Implementation Plan is submitted, DHCS or its designated third-party administrator will review and provide feedback to GRANTEEs. Implementation Plans may require revision prior to DHCS's final approval. Once the Implementation Plan is approved, an additional [50]% of the allocated funding will be disbursed to each GRANTEE.

Data Reporting requirements

According to the Child and Youth Behavioral Health Initiative (CYBHI) statute (Welfare & Institutions Code 5961.5)¹, "as a condition of funding, grant recipients shall share standardized data, in a manner and form determined by the department." In accordance with this statutory requirement, DHCS intends to collect performance data from each GRANTEE through a series of progress reports that will enable GRANTEEs to share metrics on their progress against programmatic goals and objectives. In order to prepare for submitting these progress reports, a CYBHI data platform solution will be provided to GRANTEEs to facilitate the successful collection and reporting of outcomes and client characteristics data. As part of the implementation plan, each GRANTEE will develop a plan for submittal of data. This will include two options for data submittal: 1) direct data entry into the CYBHI data platform, and 2) routine upload of data to the CYBHI data platform. A GRANTEE may decide to use both options depending on the data to be submitted (i.e., uploading client characteristics data and entering assessment tool data directly into the platform). The data metrics required will be provided to GRANTEEs prior to completion of the implementation plan and will also be reviewed in the Data Collection and Reporting - Collaborative Learning Sessions.

GRANTEEs will be asked to provide individual client-level data. This does not include identifying information such as name, date of birth, address, phone number, etc. If requested, GRANTEEs may submit aggregate data counts for some or all of the data elements in lieu of client-level data. DHCS's approval of these reports will be tied to disbursement of grant awards, with preliminary information shared below:

First interim subgrantee progress report² to be submitted by GRANTEEs by 07/10/2024. Upon approval, an additional 15% of funding will be dispersed to the GRANTEEs.

Second interim subgrantee progress report² to be submitted by GRANTEEs by 01/10/2025. Upon approval, an additional 15% of funding will be dispersed to the GRANTEEs.

Third and Final interim progress report² to be submitted by GRANTEEs by 05/31/2025.

Implementation closure report to be submitted by GRANTEEs at the conclusion of the implementation period, documenting the overall program outcomes and their complete use of funds. GRANTEEs will also be asked to report their plans to sustain and amplify the impact achieved, including reimbursement strategies and alternative sources of funding.

General guidelines and instructions

The Implementation Plan may be completed in collaboration with additional stakeholders (e.g., partner organizations, sub-recipients), as appropriate. Subaward GRANTEEs receiving funding for the Integrated track should plan to submit a single Implementation Plan.

Subaward GRANTEEs planning to scale an EBP at multiple sites should detail their overall activities as well as site-specific activities in a single overarching Implementation Plan.

GRANTEEs proposing to distribute awarded grant funding to sub-recipients in the Implementation Plan will be asked to provide detail on each sub-recipient, e.g., defining tasks and activities that will support scaling for each sub-recipient.

Preparing to complete the Implementation Plan

The Implementation Plan template will ask subaward GRANTEEs to provide detailed information about their approach to scaling their selected EBP/CDEP, including but not limited to the following:

Current and planned scale of operations and services

GRANTEEs will be asked about the following:

- Geographical scale of program delivery, e.g., counties where services are currently being offered and additional counties where grant-supported services may be offered.

Operationalization, including activities and staffing

Information requested from GRANTEEs will include:

- Planned activities and project tasks, including the organizations' approach to define site-specific goals and objectives, as well as timelines and milestones for activities.
- Anticipated staffing needs and plans, such as the appointment of a project manager and their role in overseeing implementation, recruitment and training of administrative staff and providers, and creation of a diverse interdisciplinary team.
- Potential risks that may impact the success of the program, including GRANTEEs' plans to proactively assess and mitigate these risks, e.g., reimbursement challenges, provider shortages, organizational issues.

Sustainability outlook for the program

Subaward GRANTEEs will be asked to describe their intent and plans for ensuring sustainable program delivery, recognizing that the EBP/CDEP grant is a one-time source of funding. Examples may include descriptions of leadership responsibilities in overseeing operational sustainability, strategies for developing payer affiliations and contracting arrangements, and pathways to secure alternative sources of funding.

Budget template

Subaward GRANTEEs will be asked to provide a revised budget, based on the award size and scope of activities planned. This budget total should equal the award amount allocated by DHCS and must be itemized by specific resources required for each activity (e.g., training costs, staff salaries by level).

Program goals and measurable objectives

Information requested from the subaward GRANTEEs will include:

- Anticipated outcomes, such as how the proposed intervention will lead to specific outcomes, and how the outcomes themselves will be determined and measured.
- Specific and measurable quarterly targets and goals across performance metrics (Please see Appendix: Potential Metrics to measure), including explanations of how achievement of these goals will translate into meaningful impact for the population(s) of focus. For example, GRANTEEs will be asked to estimate the number of additional parents/caregivers who will receive services that would otherwise not have been available in the absence of CYBHI grant funding.
- Feasibility of established targets, especially in terms of GRANTEEs playing a proactive role in setting context-specific targets and objectives. For example, if a GRANTEE proposes to scale an EBP across 5 sites simultaneously, it would be pertinent to detail how program fidelity will be monitored across these locations.

Preparing for data reporting

Within the Implementation Plan, GRANTEEs will be asked to provide detail on topics including:

- Performance indicators for evaluating progress toward stated programmatic goals (including data reporting cadence and timelines as well as internal performance assessments for evaluating program administration).
- Data collection instruments and processes, including staff responsibilities and oversight for these processes.
- Quality improvement protocols (e.g., proposed periodic review process).

Support and available resources

Technical assistance provided through collaborative learning sessions will be mandatory for all GRANTEEs. These required sessions will address implementation support, equity framework, and data collection and reporting. Additional training, office hours, webinars, and individual assistance will be provided as needed by DHCS's designated TPA.

When needed, operational and technical assistance with data collection and reporting will also be available. In addition to this support, GRANTEEs are highly encouraged to seek program-specific guidance on best practices in data collection and performance assessment from the relevant EBP/CDEP training authority (e.g., Incredible Years training program^[1], Healthy Steps Network^[2]).

In addition to feedback from DHCS and its designated TPA, it may be beneficial for select GRANTEEs (e.g., those receiving start-up track funding) to obtain additional input from an impartial external party (e.g., researcher or educator in the field) to "pressure test" data collection and reporting assumptions and plans, in advance of the implementation and data reporting schedule.

^[1] [Incredible Years training program](#)

^[2] [Healthy Steps Network](#)

Potential metrics to be included:

Subaward GRANTEEs may be requested to outline their plan for reporting the following metrics for programmatic assessment, noting that applicable metrics and reporting cadence will vary by grant track (start-up vs. operational expansion); more detailed track-specific guidance will be shared by DHCS.

1. **“Systems impact”** of the program on the GRANTEE organization:^[2]
 - a. **Provider training** (e.g., number of trainings completed, number of providers trained and certified to deliver a program or practice)
 - b. **Service utilization** (e.g., number of individuals/families serviced, average participation duration, program completion rates, number of children receiving well-child visits, number of children receiving behavioral-developmental health screenings)
 - c. **Operational growth** (e.g., number of new sites, expansion of existing facilities, counties reached)
 - d. **Experience measures** (e.g., behavioral health provider satisfaction ratings; experience scores from site/program administrators)
2. **“Community impact”** on populations served:⁷
 - a. **Equity measures** (e.g., number of new children/ parents/ caregivers/ families engaged in services for populations of focus) – with detail on demographics of those serviced.
 - b. **Community support measures** (e.g., number and level of supports available for positive parenting, level of parental and child/ adolescent trust in community-based organizations)
3. **“Financial impact”** of the program:⁸
 - a. **Quarterly and annual budgets and associated expense reports** (e.g., equipment and capital improvement costs, planning costs, training costs)
 - b. **Return on investment** (e.g., HealthySteps Return on Investment calculations)^[1]

Metrics potentially measurable in the longer-term (6-12 months) and beyond

1. **“Individual impact”** on families (parents/caregivers and children):^[4]
 - a. **Clinical impact on children** (e.g., frequency of emotional and behavioral challenges, disruptive and positive behaviors, Adverse Childhood Experiences)
 - b. **Clinical impact on parents** (e.g., measures of parental stress/anxiety and wellbeing, parental understanding of child development, use of positive parenting practices, parental mental health literacy, parental depression)
 - c. **School-related measures** (e.g., rates of absenteeism, childcare/ preschool suspensions and expulsions)
 - d. **Care continuity** (e.g., proportion of beneficiaries who remain engaged with the organization)

^[1] Outputs from the Think Tank and Work Group discussions and follow up activities in 2022

^[2] [Round 1 Request for Applications \(RFA\)](#)

^[3] [HealthySteps Return on Investment Calculator](#)

^[4] [Round 1 Request for Applications \(RFA\)](#)

^[5] Outputs from the Think Tank and Work Group discussions and follow up activities in 2022

^[6] [Round 1 Request for Applications \(RFA\)](#)

^[7] [HealthySteps Return on Investment Calculator](#)

^[8] [Round 1 Request for Applications \(RFA\)](#)

EXHIBIT G
TO SUBAWARD AGREEMENT
DHCS EQUITY EVALUATION REQUIREMENT

Equity Evaluation Requirement for The Children and Youth Behavioral Health Initiative (CYBHI)

Every participating subaward grantee is required to conduct an evaluation of the organization's efforts toward the provision of accessible services with an Anti-Racism, Diversity, Equity, and Inclusion perspective. Evidence-based practices (EBPs) and Community-Defined evidence practices (CDEPs) can serve to advance equitable behavioral health access, quality, and outcomes. However, EBPs and CDEPs do not take place in a silo. They must be integrated into organizational culture, practices, policies, and programs. Their impact on equity is maximized if integrated into an organization actively working toward becoming an antiracist organization that prioritizes behavioral health equity.

Tool for EBP Implementation Readiness

All grantees whose programs are housed within a behavioral health organization are strongly encouraged to adopt the Self-Assessment for Modification of Anti-Racism Tool (SMART) as the standard to meet the project evaluation requirement.

Grantees that are not behavioral health organizations, such as schools, hospitals, other primary care settings, that wish to use another equity assessment tool must submit a description of tool, rationale, process and criteria for consideration as a component of the Implementation Plan referenced in Exhibit F. The requirement also applies to grantees who have recently completed an equity organizational assessment using a tool other than the SMART. Approval of an alternate evaluation tool will be approved on a case-by-case basis.

Grantees using or intending to use an assessment tool other than SMART, must submit a copy of the tool along with the following information:

- **Rationale:** Brief description of tool and reason, principles and intention used in selecting alternate assessment tool. Please also include information if an alternate selection is part of an existing larger county or institutional process and provide implementation timeframe.
- **Process:** Provide a brief outline of the assessment tool implementation process including outline of organizational domains to be assessed. Please also include descriptions of the steps required for tool implementation, process for data collection, analysis and reporting, sustainability plan and integration commitments and commitment to policy development in response to assessment results and learning.
- **Criteria:** Provide benchmark/baseline data, relevant areas of assessment, and what resources your organization will dedicate to complete the assessment.

Please submit your evaluation and related documents via the link you will receive from CIBHS/Heluna Health.

EXHIBIT H

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective date of execution of this agreement, is entered into by and between Public Health Foundation Enterprises, Inc. DBA Heluna Health and ("HELUNA HEALTH" or "Business Associate") and GRANTEE ("Sub-Business Associate") in association with Sub-grantee agreement under the California Youth Behavioral Health Initiative (CYBHI) with California institute for Behavioral Health Solutions (CIBHS).

Whereas, Business Associate provides services under a Business Associate Agreement(s) for or on behalf of one or more Covered Entities and, in connection with those services, a Covered Entity may need to disclose to Business Associate, or Business Associate may need to receive, have access to, or create Protected Health Information (as defined below) that is subject to protection under the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations"), the Health Insurance Reform: Security Standards ("Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160, 162, and 164 and The Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, as amended (together, the "Privacy and Security Regulations").

Whereas, HELUNA HEALTH is in partnership with Sub-Business Associate pursuant to a Collaborative Practice Agreement and, in connection with those services, HELUNA HEALTH may need to disclose to Sub-Business Associate or Sub-Business Associate may need to receive, have access to, or create Protected Health Information that is subject to protection under HELUNA HEALTH's Business Agreement with one or more Covered Entities and Privacy and Security Regulations.

Whereas, the Privacy and Security Regulations require HELUNA HEALTH to ensure that any agent, including a Sub-Business Associate, to whom it provides Protected Health Information agrees to implement reasonable and appropriate safeguards to protect the Protected Health Information, and, as part of meeting such requirement, HELUNA HEALTH requires each of its agents and Sub-Business Associates that receive Protected Health Information from HELUNA HEALTH, or create Protected Health Information for HELUNA HEALTH, on behalf of a Covered Entity, to execute this Agreement obligating the agent or Sub-Business Associate to comply with the same restrictions and conditions that apply throughout the Business Associate Agreement to HELUNA HEALTH with respect to such Protected Health Information.

Whereas, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates and their Sub-Business Associates in the same manner as they apply to a Covered Entity and such provisions must be incorporated into the Business Associate Agreement and Sub-Business Associate Business Associate Agreement, respectively.

This Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by

Sub-Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "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 Sub-Business Associate's internal operations or to other than its employees.
- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record includes an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media includes (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), 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, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information includes Protected Health Information that is (i) transmitted by Electronic Media; (ii) maintained in Electronic Media.
- 1.6 "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).

- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502(b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160, 162, and 164, also referred to as the Privacy Regulations.
- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Sub-Business Associate from or on behalf of HELUNA HEALTH. 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 received by Sub-Business Associate from or on behalf of HELUNA HEALTH, or is created by Sub-Business Associate, or is made accessible to Sub-Business Associate by HELUNA HEALTH. "Protected Health Information" includes Electronic Health Information.
- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 C.F.R. Parts 160, 162, and 164.
- 1.13 This section 1.13 is intentionally omitted.

1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Sub-Business Associate's internal operations.

1.16 Terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF SUB-BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Sub-Business Associate:

- (a) shall Use and Disclose Protected Health Information only as necessary to perform the services, and as otherwise provided in this Agreement;
- (b) shall Disclose Protected Health Information to Business Associate or Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use and Disclose Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law;
- (d) may Use or Disclose Protected Health Information to provide data aggregation services to Business Associate, except as otherwise limited in this Agreement.

Sub-Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Business Associate.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Sub-Business

Associate: (a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment

or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

- (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of HELUNA HEALTH and as permitted by the HITECH Act. This prohibition shall not affect payment by HELUNA HEALTH to Sub-Business Associate.

2.3 Adequate Safeguards for Protected Health Information. Sub-Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Agreement. Sub-Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulations' minimum necessary standard as in effect or as amended, or to a limited data set as defined by 45 C.F.R. § 164.514(e)(2), unless additional information is needed to accomplish the intended purpose, or as otherwise permitted by law, including HIPAA and the HITECH Act.
- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Sub-Business Associate:

- (a) shall promptly report to HELUNA HEALTH each Use or Disclosure of Protected Health Information, of which it becomes aware, that is made by Sub-Business Associate, its employees, representatives, agents, Sub-Business Associates, or other parties under Sub-Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Agreement or otherwise required by law.
- (b) shall promptly report to HELUNA HEALTH each Security Incident of which Sub-Business Associate becomes aware.
- (c) shall notify HELUNA HEALTH within twenty four hours of each Breach by Sub-Business Associate, its employees, representatives, agents, or Sub-Business Associates of Unsecured Protected Health Information that is known to Sub-Business Associate or, by exercising reasonable

diligence, would have been known to Sub-Business Associate. Sub-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 the Sub-Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Telephonic Report. Except as provided in Section 2.4.3, notification shall be made as soon as practicable upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 222-7895.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be promptly followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Sub-Business Associate to the HELUNA HEALTH at:

Peter Dale, Chief Program Officer
13300 Crossroads Parkway North Ste 450
City of Industry, CA 91746
pdale@helunahealth.org
562-222-7886

- (a) The notification required by section 2.4.2 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Sub-Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) the notification required by section 2.4.2 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. § 164.404(c), including:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) 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);

- (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
- (iv) Any steps Sub-Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the Breach;
- (v) A brief description of what Sub-Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Sub-Business Associate is not able to provide the information specified in section 2.4.2 (a) or (b) at the time of the notification required by section 2.4.2, Sub-Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Sub-Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Sub-Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Sub-Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Sub-Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Sub-Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Sub-Business Associate of a Use or Disclosure of Protected Health Information by Sub-Business Associate in violation of the requirements of this Agreement.

2.6 This section 2.6 is intentionally omitted.

2.7 Availability of Internal Practices, Books and Records to Government Agencies. Sub-Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the HELUNA HEALTH, Covered Entity and the Secretary for purposes of determining Covered Entity's or HELUNA HEALTH's compliance with the Privacy and Security Regulations. Sub-Business Associate shall immediately notify Business Associate of any requests made by the Secretary or Covered Entity and provide Business Associate with copies of any documents produced in response to such request, unless the Secretary expressly prohibits such disclosure.

2.8 Access to Protected Health Information. Sub-Business Associate shall, to the extent HELUNA HEALTH communicates that any Protected Health Information constitutes a

“designated record set” as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by HELUNA HEALTH available to the Individual(s) identified by HELUNA HEALTH, as being entitled to access and copy that Protected Health Information. Sub-Business Associate shall provide such access for inspection of that Protected Health Information within three (3) business days after receipt of request from HELUNA HEALTH. Sub-Business Associate shall provide copies of that Protected Health Information within seven (7) business days after receipt of request from HELUNA HEALTH. If Sub-Business Associate maintains an Electronic Health Record, Sub-Business Associate shall provide such information in electronic format to HELUNA HEALTH.

2.9 Amendment of Protected Health Information. Sub-Business Associate shall, to the extent HELUNA HEALTH communicates that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by HELUNA HEALTH. Sub-Business Associate shall make such amendment within ten (10) business days after receipt of request from HELUNA HEALTH.

2.10 Accounting of Disclosures. Upon HELUNA HEALTH’s request, Sub-Business Associate shall provide to HELUNA HEALTH an accounting of each Disclosure of Protected Health Information made by Sub-Business Associate or its employees, agents, representatives or Sub-Business Associates, necessary for HELUNA HEALTH to respond to a request from a Covered Entity or by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act, which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

Any accounting provided by Sub-Business Associate under this Section 2.10 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. For each Disclosure that could require an accounting under this Section 2.10, Sub-Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. In the case of an Electronic Health Record maintained by Sub-Business Associate on behalf of HELUNA HEALTH, the accounting period shall be three (3) years and the accounting shall include Disclosures for treatment, payment, and health care operations, in accordance with the HITECH Act. Sub-Business Associate shall provide to HELUNA HEALTH, within seven (7) business days after receipt of request from Business Associate, information collected in accordance with this Section 2.10 to permit HELUNA HEALTH to respond to a request from a Covered Entity or by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Sub-Business Associate maintains an Electronic Health Record, Sub-Business Associate shall provide such information in electronic format.

2.11 Indemnification. Sub-Business Associate shall indemnify, defend, and hold harmless

HELUNA HEALTH, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Sub-Business Associate's acts and/or omissions arising from and/or relating to this Agreement; Sub-Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of the Secretary . Likewise, HELUNA HEALTH shall indemnify, defend, and hold harmless Sub-Business Associate, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with HELUNA HEALTH's acts and/or omissions arising from and/or relating to this Agreement; HELUNA HEALTH's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of the Secretary.

OBLIGATION OF BUSINESS ASSOCIATE

- 3.1 Obligation of HELUNA HEALTH. HELUNA HEALTH shall notify Sub-Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Sub-Business Associate's performance of the services, and Sub-Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

- 4.1 Term. This Agreement shall be in effect from the Effective Date for so long as Sub-Business Associate provides services to HELUNA HEALTH. Sub-Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:
- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
 - (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
 - (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

- 4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Sub-Business Associate shall return or destroy all Protected Health Information received from HELUNA HEALTH, or created or received by Sub-Business Associate on behalf of HELUNA HEALTH. This provision shall apply to Protected Health Information that is in the possession of Sub-Business Associates or agents of Sub-Business Associate. Sub-Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Sub-Business Associate determines that returning or destroying the Protected Health Information is infeasible, Sub-Business Associate shall provide to HELUNA HEALTH notification of the conditions that make return or destruction infeasible. If return or destruction is infeasible, Sub-Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Sub-Business Associate maintains such Protected Health Information.

MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Sub-Business Associates and Agents. Sub-Business Associate shall ensure that any agent, including a Sub-Business Associate, to whom it provides Protected Health Information agrees to implement reasonable and appropriate safeguards to protect the Protected Health Information. Sub-Business Associate shall require each of its agents and Sub-Business Associates that receive Protected Health Information from Sub-Business Associate, or create Protected Health Information for Sub-Business Associate, on behalf of HELUNA HEALTH, to execute a written agreement obligating the agent or Sub-Business Associate to comply with the same restrictions and conditions that apply through this Agreement to Sub-Business Associate with respect to such Protected Health Information.
- 5.3 This Section 5.3 is intentionally omitted.
- 5.4 Regulatory References. A reference in this Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this agreement shall be resolved in favor of a meaning that permits HELUNA HEALTH to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for HELUNA HEALTH to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.
- 5.7 Governing Law. This Agreement shall be governed by and construed in accordance

with the laws of the State of California, to the extent that the provisions of HIPAA, the Privacy and Security Regulations, and the HITECH Act and its implementing regulations do not preempt the laws of the State of California.

- 5.8 Notices. When not otherwise described in this agreement, the parties shall send all Notices required under this agreement by certified mail, return receipt requested. The parties may also provide such Notice by hand-delivery or electronic mail, provided that the method of delivery is acknowledged and agreed to by the other party in advance of delivery of such Notice. The parties shall consider hand-delivered Notices communicated as of actual receipt, electronically-delivered Notices communicated as of one (1) business day after sending, and mailed Notices communicated as of three (3) business days after mailing.