

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



**ITEM: 3.16
(ID # 28668)**

MEETING DATE:

Tuesday, September 09, 2025

FROM : OFFICE ON AGING

SUBJECT: OFFICE ON AGING: Approve the Master Agreement for the use of the Whole Person Health Score Assessment Tool with Kenady, LLC, a limited liability company; All Districts. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Master Agreement with Kenady, LLC for the Use of the Whole Person Health Score (WPHS) Assessment Tool (Attachment A) authorizing use of the WPHS Tool and direct access to County Information System data limited to client registration, Authorization for Riverside County to disclose and use personal information, WPHS Score, referral type, referral confirmation and closeout;
2. Approve and authorize the Office on Aging to serve as County Lead Agency with administrative responsibility of this Master Agreement with Kenady, LLC on behalf of the County including the County Departments and Current Contract list in Exhibit 1 of the attached Master Agreement;
3. Authorize the Director of Office on Aging, or designee, to take all necessary steps to implement the Master Agreement, including but not limited to executing amendments that exercise the options of the Master Agreement including modifications of the statement of work that stay within the intent of the Master Agreement and subsequent essential and relevant documents, subject to the approval of County Counsel;
4. Authorize the Chair of the Board to execute three (3) copies of the Master Agreement on behalf of the County; and,
5. Direct the Clerk of the Board to retain one (1) copy of each original Agreement and return two (2) original copies of each Agreement to Office on Aging for distribution.

ACTION:Policy


Jewel Lee, Director of Office on Aging

8/14/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Perez and Gutierrez
Nays: None
Absent: Washington
Date: September 09, 2025
xc: OOA

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Whole Person Health Score (WPHS) was developed by a collaborative team of doctors and scholars at Riverside University Health System (RUHS) as an innovative tool to enhance patient care and improve health outcomes. The WPHS is designed to assess a patient's overall well-being by asking 28 questions across six different health dimensions. These dimensions include:

1. Physical Health – Measures factors like blood pressure and body mass index (BMI).
2. Emotional Health – Assesses mental health and social support.
3. Resource Utilization – Looks at how often a patient sees a doctor or uses prescribed medications.
4. Socioeconomics – Evaluates aspects such as finances, housing stability, and food access.
5. Ownership/Activation – Measures the patient's self-management and self-efficiency in managing their health.
6. Nutrition/Lifestyle – Focuses on diet, physical activity levels, and substance use.

The assessment, which takes approximately 15 minutes to complete, allows for immediate results. These results help the patient's care team with coordinated referrals to appropriate resources within the Integrated Services Delivery network. Resources include behavioral health services, veteran's benefits, food and utility assistance, job fairs, and more.

Proposal to Partner with Kenady, LLC:

The Office on Aging will serve as the County Lead Agency for Master Agreement with Kenady, LLC to include the WPHS as part of Kenady, LLC's client intake process.

By integrating the WPHS into their intake procedure, Kenady, LLC will be able to directly assess clients' County health status comprehensively, leading to better care coordination and more efficient connections to public programs and resources that can significantly improve the quality of clients' lives.

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The Whole Person Health Score Master Agreement grants direct access to the County Information System data to be used by Kenady, LLC only for purposes of client care coordination. Such data includes client registration, authorization for Riverside County to disclose and use personal information, WPHS score and referral type, referral receipt confirmation (agency confirm receipt of Kenady, LLC client referral), and referred agency closeout (referred agency confirm referral has been processed).

Participation in the WPHS assessment is voluntary and requires clients' informed authorization for their participation.

Impact on Residents and Businesses

The integration of the WPHS assessment into Kenady, LLC's intake process will benefit Riverside County residents, particularly those receiving services through Kenady, LLC. The Whole Person Health Score will streamline the process by which clients access essential services, thereby improving their overall health and well-being. This will result in enhanced coordination between county departments, service providers, and clients, ensuring individuals are connected to the appropriate support services.

Additional Fiscal Information

There will be no cost to the County for including the WPHS assessment as part of Kenady LLC's intake process. This collaboration will not incur additional financial obligations for the County and will offer substantial benefits to the residents it serves.

ATTACHMENTS:

ATTACHMENT A. Master Agreement with Kenady, LLC


Stacey Pena, EO Management Analyst 8/26/2025


Gregg Gu, Chief of Deputy County Counsel 8/18/2025

**MASTER AGREEMENT
FOR USE OF THE WHOLE PERSON HEALTH SCORE ASSESSMENT
BETWEEN
COUNTY OF RIVERSIDE
AND
KENADY, LLC**

This Master Agreement for Use of the Whole Person Health Score Assessment (“Master Agreement”) is entered into by and between the County of Riverside, a political subdivision of the State of California, (“COUNTY” or “Riverside”) and Kenady, LLC, a Delaware limited liability company (“CONTRACTOR” or “Licensee”) and shall apply to all Contracts between the Parties, as specified below.

RECITALS

WHEREAS, the Parties have entered into contracts for provision of care coordination by CONTRACTOR, as set forth in Exhibit 1, County Departments and Current Contract List, and may also enter into future contracts for care coordination by CONTRACTOR which incorporates by reference this Master Agreement, (collectively referred to as “Contracts”);

WHEREAS, Riverside County Office on Aging (RCOoA) is the COUNTY Lead Agency with administrative responsibility of this Master Agreement on behalf of the COUNTY including the COUNTY Departments and Current Contract list provided in Exhibit 1;

WHEREAS, COUNTY has developed the Whole Person Health Score Assessment (“WPHS”), and the purpose of the WPHS web application and survey (“WPHS Tool”) is to collect user data and calculate from that data an alphabetic score representing the overall health of the individual submitting the data:

WHEREAS, CONTRACTOR desires to use the WPHS Tool as part of its intake process and the WPHS score for the sole purpose of care coordination; and

WHEREAS, the Parties now desire to supplement the Contracts by entering into this Master Agreement to set forth the terms and conditions related to the WPHS.

NOW THEREFORE, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein by reference.
2. **Master Agreement.** The Parties agree that the Contracts are supplemented by this Master Agreement, including the Exhibits listed below, which are attached hereto and incorporated herein by this reference. In the event of any conflict between the Contracts and this Master Agreement, the terms of the Master Agreement shall control.

Exhibit 1: County Departments and Current Contract List

Exhibit 2: Authorization for Riverside County to Disclose and Use Personal Information
(Example Only)

Exhibit 3: Assessment License Agreement

Exhibit 4: Security and Privacy Requirements for Access to County Information System

Exhibit 5: HIPAA Business Associate Agreement

3. **Term and Termination.** This Master Agreement shall be effective upon the Parties' last signature date below and shall continue in effect until the termination or expiration of all Contracts, unless terminated earlier in accordance with this Master Agreement.
4. **WPHS Tool.** (a) CONTRACTOR's intake process shall incorporate the COUNTY electronic Registration, Authorization for Riverside County to Disclose and Use Personal Information ("Universal Authorization"), and WPHS Tool. The Universal Authorization, an example of which is attached hereto as Exhibit 2, may be updated from time to time by the COUNTY without amendment to this Master Agreement. (b) The Parties agree to comply with the requirements of the Assessment License Agreement, attached hereto as Exhibit 3. (c) CONTRACTOR shall be trained by the COUNTY on the WPHS Tool before CONTRACTOR may use the WPHS Tool as part of its intake process for its clients. The specifics of the training, including scope, content, duration, format, and schedule, shall be determined by the COUNTY. (d) CONTRACTOR shall use the WPHS score for the sole purpose of care coordination for its clients pursuant to the Contracts.
5. **Data Ownership.** CONTRACTOR receives funding/payment pursuant to the Contract(s) for care coordination of its clients. The Parties agree the expectation for the associated funding/payment includes the CONTRACTOR's use of the WPHS Tool to assist in care coordination of its clients and provision of the data associated with the WPHS Tool for the COUNTY to advance its own care coordination efforts. The Parties further agree the COUNTY owns all data inputted by CONTRACTOR into any of the COUNTY Information System pursuant to this Master Agreement (including, but not limited to, all WPHS data concerning individuals that are provided through the WPHS Tool). Such data are the COUNTY's data.
6. **HIPAA Business Associate Agreement.** CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. The Parties agree to comply with the requirements of the HIPAA Business Associate Agreement, attached hereto as Exhibit 5.
7. **County Information System.** (a) Subject to CONTRACTOR's compliance with all terms and conditions of this Master Agreement including, but not limited to, the Security and Privacy Requirements for Access to County Information System, attached hereto as Exhibit 4, COUNTY may at its sole discretion provide CONTRACTOR with minimally necessary access to COUNTY Information System. CONTRACTOR's use of the COUNTY Information System shall be limited to County business. (b) COUNTY has the sole discretion to determine the minimum necessary data content that can be accessed by CONTRACTOR through the COUNTY Information System pursuant to this Master Agreement. Such data content shall be used by CONTRACTOR only for purposes of client care coordination. Such data content includes client registration, Universal

Authorization, WPHS score and referral type, referral receipt confirmation (agency confirm receipt of CONTRACTOR's client referral), and referred agency closeout (referred agency confirm referral has been processed).

8. **Compliance with Applicable Laws.** (a) CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations, including, but not limited to, Welfare and Institutions Code Section 10850. In the event there is a conflict between the various laws or regulations that may apply, CONTRACTOR shall comply with the more restrictive law or regulation. (b) CONTRACTOR agrees to take reasonable measures to protect the privacy and security of all information received from the COUNTY and not to use or disclose any information it receives in a manner that would compromise the COUNTY's obligations under Section 10850 of the Welfare and Institutions Code to keep public social services records confidential. (c) CONTRACTOR shall comply with all applicable privacy laws and regulations including, but not limited to, obtaining any necessary authorizations, consents, or other permissions required under such laws or regulations prior to the disclosure of CONTRACTOR's confidential information to the COUNTY under this Master Agreement.

9. **Confidentiality.** (a) CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received in connection with this Master Agreement ("Confidential Information"). Without limiting the generality of the foregoing, CONTRACTOR shall not use for personal gain or make other improper use of Confidential Information. Confidential Information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement. (b) CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services in connection with this Master Agreement. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Master Agreement. CONTRACTOR shall promptly transmit to COUNTY all third-party requests for disclosure of Confidential Information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Master Agreement or as authorized in writing in advance by COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph. (c) CONTRACTOR shall take special precautions (including, but not limited to, sufficient training of CONTRACTOR's staff before they begin work) to protect Confidential Information from loss or unauthorized use, access, disclosure, modification, or destruction. (d) COUNTY reserves the right to designate CONTRACTOR staff who receive Confidential Information as members of a COUNTY multidisciplinary personnel team ("MDT"), for purposes of receiving and disclosing such information in connection with the provision of services to the COUNTY under this Master Agreement. The Parties acknowledge that CONTRACTOR is a service provider of the COUNTY and the services it furnishes under this Master

Agreement are relevant to the care coordination efforts of the COUNTY, which may include strategies aimed at preventing, identifying, assessing, or treating illness, abuse, or neglect. This Master Agreement supports the COUNTY's efforts to develop interagency treatment and support strategies, ensure maximum coordination with existing community resources, ensure maximum access on behalf of County of Riverside residents, and avoid duplication of efforts. CONTRACTOR shall cooperate with any requests by COUNTY related to the designation of CONTRACTOR staff as members of a COUNTY MDT to ensure compliance with MDT requirements.

10. **No Offshore Work or Services.** CONTRACTOR, its employees, agents, and/or subcontractors shall not: (i) perform any work, services, and/or obligations under this Master Agreement at any location outside of the United States of America (USA); and/or (ii) transmit COUNTY information related to this Master Agreement (including, but not limited to, WPHS data, public social services information, personally identifiable information, and/or protected health information (PHI) of the COUNTY) outside of the USA. Additionally, no CONTRACTOR employee, agents, and/or subcontractors outside of the USA will receive, process, transfer, handle, store or have access to COUNTY information in oral, written, or electronic form.

11. **Cyber Liability Insurance.** CONTRACTOR shall procure and maintain for the duration of this Master Agreement insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work and/or obligations hereunder by CONTRACTOR, its agents, representatives, or employees and provide COUNTY with an executed Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein. CONTRACTOR shall procure and maintain for the duration of this Master Agreement insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Master Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, malware, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY. Policy shall name the COUNTY as an Additional Insured. In the event a Contract includes a provision with higher minimum limits for Cyber Liability Insurance, the Parties agree that such higher minimum limits for Cyber Liability Insurance shall control, notwithstanding any provision to the contrary in this Master Agreement.

12. **Miscellaneous.** All other terms and conditions of the Contracts not modified herein shall remain unchanged.

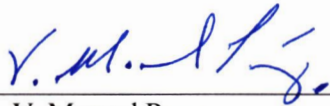
13. **Counterparts; Signatures.** This Master Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. CONTRACTOR represents and warrants that the individual signing this Master Agreement on behalf of CONTRACTOR has full and complete authority to bind CONTRACTOR to each and every term of this Master Agreement and any attachments hereto. Each Party to this Master Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Master Agreement. The Parties further agree that the electronic signatures of the Parties included in this Master Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

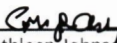
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Master Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

KENADY, LLC, a Delaware limited liability company

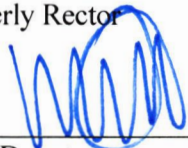
By: 
V. Manuel Perez
Chair, Board of Supervisor

By: 
Cathleen Johnson Anthony (Aug 12, 2025 10:20:03 PDT)
Cathleen Anthony
Owner

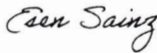
Date: SEP 09 2025

Date: 08/12/2025

ATTEST:
Clerk of the Board
Kimberly Rector

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Esen Sainz
Deputy County Counsel

Date: 08/12/2025

Exhibit 1
County Departments and Current Contract List

COUNTY and CONTRACTOR have entered into the following Contracts for provision of care coordination by CONTRACTOR:

1. Riverside County Office on Aging
 - a. Coordination of the Older Americans Act – Title III-C Nutrition Services; Contract No. OOA-IIIC-2526-LSHN effective July 1, 2025 through June 30, 2026, as amended.
 - b. Multipurpose Senior Services Program (MSSP); Contract No. OOA-MS-2526-LSHN effective July 1, 2025 through June 30, 2026, as amended.

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Exhibit 2
(Example Only)

Authorization for Riverside County to Disclose & Use Personal Information

Purpose and Use of Authorization

Riverside County has many agencies that can offer you help.

By signing this form, you will allow County agencies to share your information with each other to improve your experience and help the County serve you.

Your information may be used to determine your eligibility for public programs, connect you with resources, and follow up to make sure you are receiving the help you need.

Your information may also be shared to coordinate and improve services and treatment provided by County agencies and their contractors. *You will not be enrolled in programs without your permission.*

Start Here

Select your Home Agency to begin process.

Home Agency *

Choose one from the drop down list.

Complete all pages of the form by clicking NEXT or selecting the next page from tabs at the top of the form.

What Information Can Be Disclosed?

This Authorization allows disclosure of your personal information, health records, and social services records. The information may come from your health care provider, case worker, care navigator, or other contact from Riverside County or their contractors. The information shared may be written or spoken.

Select the types of information that can be disclosed by clicking the box next to the item.

I authorize disclosure of the following information and records about me:

Check all that apply.

- Basic documentation (including photo ID, IRS Form W-2, VA Form DD214)
- Demographic Information (including name, address, phone number, date of birth, social security number)

- Financial Information (including earnings, assets, health insurance)
- My enrollment in County programs (including substance-use programs, self-sufficiency programs such as CalWORKs, CalFresh, TANF, and other social service programs)
- Medical Information (including diagnoses and treatment plans)
- Education Records (including special education records, health records)
- Social Services Records (including service plan and eligibility determination packet)
- Mental Health Treatment Information
- Genetic testing information
- Substance use disorder records (including alcohol and drug treatment Information)

Who May Disclose your Information?

Select the Riverside County agencies authorized to disclose your information.

I authorize the following Riverside County agencies to disclose my information to each other:

Select all that apply

- Riverside University Health System (Medical Center, Community Health Centers, Behavioral Health, Public Health)
- Riverside County Department of Public Social Services (assistance programs for food, cash, housing, health coverage such as Medi-Cal, CalFresh, CalWORKs)
- Riverside County Office on Aging (support services for seniors, people with disabilities, and their caregivers)
- First 5 Riverside County (assistance through family resource centers, access to quality childcare, home visiting, pediatric services, developmental screenings, parent support services)
- Riverside County Housing and Workforce Solutions (HWS): (Workforce Development, Housing Authority of Riverside County, Continuum of Care, Community Solutions Division, Community Action Partnership (CAP))
- Riverside County Child Support Services (helping parents and guardians to access legal rights and payments)
- Riverside County Veterans Services (access to benefits, treatment services, compensation)

- Riverside County Probation (assistance with understanding court procedures, Victim Restitution Services, outreach kiosk reporting)
- All of the Above

I also authorize the Riverside County agencies checked above to disclose my information to:

- Contractors helping to operate Riverside County programs

My Rights

- I have the right to receive a copy of this authorization.
- I have the right to tell you to stop sharing my information. I can ask you to stop sharing by mailing or personally delivering a signed, written revocation to

**Riverside County
Office of Service Integration
3901 Lime Street,
Riverside, CA, 92501**

- If I ask you to stop sharing my information, this authorization will no longer have effect, but information may have already been shared when the authorization was in effect.
- If I do not sign this authorization, Riverside County will not deny me treatment, enrollment, or eligibility for benefits. However, the County may not be able to share my information to provide me additional help.
- Some information may no longer be protected by privacy laws once it is shared or may be shared again for permissible purposes such as treatment or health care operations.
- No one who receives substance use disorder records from my treating providers because of this authorization may use the records against me in civil or criminal proceedings.

Contact Information & Authorization

Please enter the information below.

First Name * Last Name * Date of Birth *

E-mail

Enter email to have a copy of this form sent to you.

Phone Number

Enter primary contact number.

Address

Street Address

Address Line 2

City

State/Province/Region

Postal/Zip Code

Country

Witness

Optional

This authorization will expire one year from date below.

Signature *

Sign

Date

Parent/Guardian/Representative

PRINT NAME: _____

Signature: _____

Date: _____

Relationship: _____

Exhibit 3
Assessment License Agreement

This Assessment License Agreement (“**Agreement**”) between the County of Riverside, a political subdivision of the State of California, (“**Riverside**”) and Kenady, LLC, a Delaware limited liability company (“**Licensee**”) is made part of, and shall be effective upon the effective date of, the Master Agreement. Licensee and Riverside may be referred to in this Agreement individually as a “**party**” or jointly as the “**parties.**” This Agreement governs the Assessment, as defined below, provided by Riverside to Licensee.

RECITALS

- A. Riverside has developed a Whole Person Health Score Assessment (the “**WPHS**”) that provides an alphabetic score representing overall health of an individual. Riverside makes the WPHS available to third parties under the terms of this Agreement.
- B. Licensee desires to license access to and use of the WPHS, as further defined in this Agreement.

In consideration of the foregoing Recitals (which are incorporated herein) and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Definitions. For purposes of this Agreement:

“**End User**” means individuals to whom Licensee uses the WPHS in making an assessment in connection with the Master Agreement.

“**WPHS**” or “**Assessment**” means the version of the Whole Person Health Score Assessment identified in Exhibit A and any updates or new releases furnished to Licensee by Riverside under this Agreement. The Assessment may be furnished in either electronic or hardcopy forms.

2. License Grant to WPHS. Subject to the terms of this Agreement, including Exhibit A, during the Term (as defined below), Riverside grants Licensee a limited, non-transferable, “as-is,” non-exclusive license to use the WPHS in connection with rendering services to its End Users in connection with the Master Agreement. Licensee may not modify or edit the WPHS (other than for format and style) without Riverside’s prior written authorization.

3. Digital Watermarking and Other Copyright Management Mechanisms. The WPHS constitutes valuable intellectual property of Riverside. To protect the value of that property, the WPHS may contain various mechanisms to identify and prevent copyright infringement (e.g., digital watermarking, database salting, copy protection, etc.). Licensee will not attempt to modify, circumvent, or disable these mechanisms. Any such activity will be deemed a material, non-curable breach of this Agreement. Further, removal or modification of such copyright management information may be a violation of the Digital Millennium Copyright Act.

4. End Users. Licensee is solely and exclusive liable for any warranties or representations made by Licensee to End Users regarding Licensee’s use of the WPHS and results obtained. Further, Licensee shall contractually prohibit the End User from attempting to record, copy, or extract the WPHS from the Licensee Products.

5. Restrictions. Licensee may not: (i) remove, obscure, or destroy any copyright notices, other proprietary markings or confidentiality legends placed on or made available through the WPHS; or (ii) use the WPHS in any manner or for any purpose inconsistent with the terms of this Agreement.

6. Intellectual Property. The WPHS represent valuable intellectual property of Riverside. This is not a work made-for-hire agreement (as that term is defined in Section 101 of Title 17 of the United States Code) nor a sale of intellectual property. Riverside owns all right, title, and interest, including intellectual property rights, in the WPHS

and all enhancements, modifications, and updates thereto. Except for the express, limited license granted in this Agreement, Riverside is not granting or assigning to Licensee any right, title, or interest, express or implied, in or to Riverside's intellectual property. Riverside reserves all rights in such property. For clarity, the term intellectual property shall also encompass any copyright applications filed by Riverside for the licensed material and any updates or revisions thereto, whether such applications are pending, granted, or rejected. Licensee acknowledges and agrees that Riverside retains all intellectual property rights, including but not limited to copyright rights, in and to the licensed material and any updates or revisions thereof, during and after termination of this Agreement.

7. Updates. From time-to-time, Riverside may furnish Licensee with updates and corrections to the WPHS that Riverside makes generally available to its other licensees without charge ("**Updates**"). All Updates are deemed included in the definition of "WPHS" and subject to all relevant terms of this Agreement.

8. Audit. During the Term, Riverside or its designee may audit Licensee's compliance with the terms of this Agreement, including the scope of the license granted herein. Licensee will reasonably cooperate with the audit. In the event an audit identifies a non-compliance with the terms of this Agreement, Licensee will promptly pay (i) the reasonable costs of the audit; and (ii) all damages suffered by Riverside.

9. Reserved.

10. Disclaimers. THE WPHS IS PROVIDED AS A CONVENIENCE TO LICENSEE, "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. RIVERSIDE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, TITLE/NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION, MARKETING OR PROMOTIONAL MATERIALS, OR ADVICE GIVEN BY RIVERSIDE OR RIVERSIDE'S AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE RIVERSIDE'S OBLIGATIONS HEREUNDER.

THE WPHS DOES NOT RENDER HEALTHCARE ADVICE OR DIAGNOSIS. LICENSEE AND ITS PERSONNEL ARE SOLELY RESPONSIBLE FOR USING THEIR OWN PROFESSIONAL JUDGEMENT IN ASSESSING THE VALIDITY AND USEFULNESS OF ANY RESULTS OR OTHER INFORMATION OBTAINED THROUGH THE WPHS.

11. Licensee Indemnity. Licensee will defend and indemnify Riverside and hold it harmless from any and all claims, losses, deficiencies, damages, liabilities, fines, sanctions, costs, and expenses (including but not limited to reasonable attorneys' fees) incurred by Riverside as a result of (i) its use of the WPHS in excess of the rights granted in this Agreement; or (ii) any claim by End User arising from use of the WPHS or the results therefrom. The specified insurance limits required in the Master Agreement shall in no way limit or circumscribe Licensee's obligations to indemnify and hold harmless Riverside from third party claims.

12. Reserved.

13. Limitations of Liability. RIVERSIDE WILL HAVE NO LIABILITY TO LICENSEE OR ANY THIRD PARTY FOR ANY (A) LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT AND THE WPHS; OR (B) ANY OTHER DAMAGES, WHETHER IN CONTRACT OR TORT, IN AGGREGATE IN EXCESS OF THE FEES PAID BY LICENSEE TO RIVERSIDE HEREUNDER IN THE THREE MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. The allocations of liability in this Section represent the agreed, bargained-for understanding of the parties and Riverside's compensation hereunder reflects such allocations. The limitation of liability and types of damages stated in this Agreement are intended by the parties to apply regardless of the form of lawsuit or claim a party may

bring, whether in tort, contract or otherwise, and regardless of whether any limited remedy provided for in this Agreement fails of its essential purpose.

14. Term and Termination. This Agreement will be effective upon the effective date of the Master Agreement and continue thereafter until termination or expiration of all Contracts between Riverside and Licensee, as provided in the Master Agreement, (“Term”), unless earlier terminated as provided herein. Either party may terminate this Agreement upon a material breach of the other party, if the breaching party does not cure the breach within thirty (30) days after receipt of written notice from the other party specifying the breach.

15. Notices. All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

County of Riverside

Contracts and Procurement Unit
3610 Central Avenue, Suite 102
Riverside, CA 92506

Attention: Rachelle Roman

Licensee

Cathleen Anthony
22651 Lambert Street, Suite 109
Lake Forest, CA 92630

Attention: Cathleen Anthony

Obligations of Licensee. (a) Licensee is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of Riverside. There shall be no employer-employee relationship between the parties; and Licensee shall hold Riverside harmless from any and all claims that may be made against Riverside based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. (b) Licensee shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in connection with this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and all other applicable laws or regulations. (c) Licensee shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of Riverside. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect. (d) Licensee shall not use for personal gain or make other improper use of Riverside’s privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes, but is not limited to, unpublished or sensitive technological or scientific information, security records, Riverside information or data which is not subject to public disclosure, and Riverside operational procedures. (e) Licensee certifies that it is not debarred from the United States General Services Administration’s System for Award Management (SAM). Licensee must notify Riverside immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (FedReg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). (f) Licensee shall comply with all applicable federal, State and local laws and regulations. In the event there is a conflict between the various laws or regulations that may apply, Licensee shall comply with the more restrictive law or regulation.

16. Miscellaneous Provisions. Nothing in this Agreement will create in either party any right or authority to incur any obligations on behalf of, or to bind in any respect, the other party and nothing in this Agreement shall be

construed to create any agency, joint venture or partnership. This Agreement constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated in this Agreement and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this Agreement, all of which are merged in this Agreement. This Agreement may not be modified, amended or in any way altered except by written amendment signed by authorized representatives of both parties. Any terms and conditions which may appear as pre-printed language or otherwise be on, attached to, or inserted within any order forms, quotes, invoices, bills, or other similar forms or documents issued by Licensee shall be of no force or effect even if such forms or documents are accepted by Riverside. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement will remain valid and enforceable according to its terms. If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply. This Agreement is governed by and construed in accordance with the laws of the State of California as applied to agreements entered into and wholly performed within California between California residents. Any action or proceeding brought by either party hereto shall be brought only in a state or federal court of competent jurisdiction located in Riverside County, California, and the parties submit to the in personam jurisdiction of such courts for purposes of any action or proceeding. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY UNDER THIS AGREEMENT IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH IN THIS AGREEMENT WILL REMAIN IN EFFECT.

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Exhibit A
Version of WPHS

WPHS: Select version of WPHS licensed:

- Adolescent Version
- Adult Version

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Exhibit 4

Security and Privacy Requirements for Access to County Information System

COUNTY and CONTRACTOR agree as follows:

1. **Access to Confidential Information through County Information Systems.** COUNTY agrees to provide CONTRACTOR with access to COUNTY Information Systems, which may contain Confidential Information (including, but not limited to, protected health information (“PHI”), personally identifiable information, public social services information), subject to the terms and conditions set forth in this Master Agreement. CONTRACTOR may access only the minimum amount of Confidential Information necessary to perform contracted services on behalf of the COUNTY under this Master Agreement.
2. **County Issued Account Identities.** (a) CONTRACTOR employees may be required to utilize and manage individual COUNTY assigned identity credentials to access COUNTY Information Systems that are managed and operated by respective COUNTY agencies. Users issued COUNTY credentials are required to comply with all COUNTY security and compliance methods, without exception, as directed by the issuing COUNTY agency, including, but not limited to, multi-factor authentication and conditional use restrictions. (b) CONTRACTOR accepts responsibility for the management of COUNTY issued accounts, including notifying respective COUNTY agencies of the onboarding and offboarding of CONTRACTOR employees assigned credentials and ensuring the completion of required User training in compliance with COUNTY Board Policies. (c) For purposes of this Exhibit 4, the terms “Users” and “User” refer to CONTRACTOR employees authorized by the COUNTY to have, and having, access to COUNTY Information Systems.
3. **Protection of Confidentiality and Security of Confidential Information.** CONTRACTOR agrees to protect the confidentiality and security of any Confidential Information accessed from the COUNTY in accordance with this Master Agreement. CONTRACTOR, including its Users, shall not access Confidential Information for “curiosity viewing,” which includes viewing their own personal Confidential Information as well as that of their children, family members, friends, or coworkers, and all others unless access is necessary to provide contracted services under this Master Agreement. CONTRACTOR, including its Users, shall not attempt to circumvent security mechanisms designed to restrict access.
4. **Username and Passwords.** CONTRACTOR, including its Users, shall not share their username, password or access device with any other person or allow anyone else to access COUNTY Information Systems under their username, password or access device. CONTRACTOR shall notify the COUNTY immediately if CONTRACTOR becomes aware of or suspect that another person used the username, password or device of CONTRACTOR, including its Users, to gain access to any COUNTY Information Systems.
5. **Printing Confidential Information.** If CONTRACTOR or its Users print Confidential Information, CONTRACTOR and Users shall protect the printed Confidential Information from any access or use not authorized by this Master Agreement, and thereafter shred (cross-cutting) such copies when they are no longer required for the purposes authorized herein. If printed Confidential Information is stolen or lost, the CONTRACTOR agrees to notify the COUNTY within 12 hours.
6. **Auditing Compliance.** CONTRACTOR agrees that CONTRACTOR’s compliance with this Master Agreement may be reviewed and audited by the COUNTY and, upon request by COUNTY, CONTRACTOR will return any software or equipment to the COUNTY and/or un-install or delete any software programs.
7. **Risks and Warranties.** The Parties recognize that remote access introduces unique risks that may exist on the remote access device that compromises the integrity and security of data and remote access, including but not limited to spyware, hacker access, viruses, worms, and other harmful software (collectively referred to as “Remote Access Risks”). COUNTY will not be responsible or liable for any losses or damages related to Remote Access Risks. CONTRACTOR agrees that the COUNTY will not be liable for any direct, indirect,

incidental, special or other damages incurred by CONTRACTOR. COUNTY does not guarantee or warrant the availability of remote access of COUNTY Information Systems. COUNTY reserves the right to impose additional information security safeguards including, without limitation, software and hardware requirements.

8. **Breach Notification.** CONTRACTOR shall notify the COUNTY within 12 hours of any access, use, or disclosure of Confidential Information for purposes other than those permitted by this Master Agreement.
9. **Confidentiality Concerns.** When a suspicion of or actual security incident occurs involving a remote access User who has obtained unauthorized access to Confidential Information, has disclosed Confidential Information in violation of federal or state laws or regulations, has violated any COUNTY policies or procedures regarding confidentiality or the use of Confidential Information, or has violated any provisions of this Master Agreement, the COUNTY, in its sole judgment and discretion, may take the following actions and any other actions as determined appropriate by the COUNTY:
 - a. Suspend or terminate remote access User's access to COUNTY Information Systems;
 - b. Bring legal action to enforce this Master Agreement; and/or
 - c. Notify the appropriate authorities.
10. **Contractor Responsibilities.** CONTRACTOR shall:
 - a. Require each CONTRACTOR employee who has been granted remote access to COUNTY Information Systems to sign a separate Remote Access User Agreement with the COUNTY and obtain a unique username and password. CONTRACTOR shall prohibit its employees from sharing usernames and passwords.
 - b. Require each CONTRACTOR employee to complete the COUNTY's onboarding and training prerequisites prior to accessing any COUNTY Information Systems including, but not limited to, HIPAA trainings required by the COUNTY.
 - c. Agree to train its employees on the requirements of this Master Agreement and is responsible for its employee's compliance with all provisions of this Master Agreement.
 - d. Notify the COUNTY Help Desk at (951) 955-9900 within 12 hours of termination of CONTRACTOR's employee. COUNTY will terminate such User's remote access upon notification.
 - e. Be financially responsible for all costs (including, but not limited to, the required notification and the maintenance of customer relation phone lines, civil penalties, and damages) that the COUNTY incurs as a result of an unauthorized use or disclosure caused by CONTRACTOR or its Users.

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Exhibit 5
HIPAA Business Associate Agreement

Addendum to Contract

Between the County of Riverside and Kenady, LLC

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.

- A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
- (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - (c) Whether the PHI was actually acquired or viewed; and
 - (d) The extent to which the risk to the PHI has been mitigated.
- (2) Breach excludes:
- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.

- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,

- b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding other provisions in this Addendum or the Underlying Agreement, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.
- D. CONTRACTOR agrees and acknowledges that it acts as a qualified service organization, as defined by 42 C.F.R. § 2.11, with respect to the use and disclosure of PHI that also constitutes a "record" under the definitions in 42 C.F.R. § 2.11.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
 - 1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,

- 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

- G. Make available to County or the Secretary, in the time and manner designated by County or Secretary. Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
 - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
 - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
 - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
 - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
 - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
 - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
 - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
 - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

- 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance with the Security Rule by Contractor's workforce;
 - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
 - 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).

- 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
- a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
 - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - c) A description of the types of unsecured PHI 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;
 - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.

G. Additional State Reporting Requirements. The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
- 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
- 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
- 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. **Effect of Termination.**

- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. **General Provisions.**

A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.

B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.

- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
- 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by email and to the address listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. Business Associate shall ensure all email notifications that contain PHI are encrypted before transmitting to Covered Entity. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

COUNTY HIPAA Privacy Officer Email: R.Compliance@ruhealth.org

County HIPAA Privacy Officer Address: 26520 Cactus Avenue,
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6459

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




OOA-2526-09-WPHS-Kenady

Final Audit Report

2025-08-12

Created:	2025-08-12
By:	Cindy Ramos-Corner (circorner@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAs-IW_mPjZzCtUZ98FZMqhMTE-AbX7DtT

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2025-08-12 - 4:37:01 PM GMT
-  Email viewed by kerryj@susanshealthygourmet.com
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-  Signer kerryj@susanshealthygourmet.com entered name at signing as Cathleen Johnson Anthony
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-  Document e-signed by Cathleen Johnson Anthony (kerryj@susanshealthygourmet.com)
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