

AGREEMENT
(BOS Agreement No. ____ - ____)

THIS AGREEMENT (“Agreement”) is made and entered into as of the last date signed below (“Effective Date”) herein by and between the County of Yolo (“County”), and The Regents of the University of California, a corporation described in California Constitution Article IX, Section 9, acting for and on behalf of University of California, Davis Health (“Contractor”), hereinafter collectively referred to as “the Parties” and individually as the “Party” and who agree as follows:

1. Contractor shall provide expert witness testimony services as set forth in Exhibit A. Contractor, to the extent of the knowledge of the undersigned without search as of the Effective Date, represents and warrants that it has all necessary training and qualifications to provide such services.
2. The term of this Agreement shall be from **February 1, 2022 through June 30, 2023** unless sooner terminated as provided in this Agreement. At the County’s option, this Agreement may be extended for three (3) additional twelve (12) month periods, which includes rate adjustments at each option year period as determined by Contractor, on the same terms and conditions as set forth in this Agreement upon written notice (“option letter”) to the Contractor by the Yolo County Health and Human Services Agency Director or her/his designee (“Director”). County shall have the right to withdraw its option letter should the rate adjustments set by Contractor exceed the funds available for this Agreement, provided that County provides written notice to Contractor.

Either Party may terminate this Agreement in whole or in part, in its sole discretion, for any reason or for no reason at all, upon at least thirty (30) days advance written notice to the other Party.

3. The complete Agreement shall include the following exhibits and attachment(s) attached hereto and incorporated herein:
 - Exhibit A – Scope of Services
 - Exhibit B – Terms of Payment
 - Exhibit C – Service Contract Insurance Requirements
 - Exhibit D – HIPAA Compliance

The County and Contractor shall each comply with all of the terms and conditions set forth in these exhibits and attachment(s). In the event of any conflict between any of the provisions of this Agreement (including Exhibits and attachments), the provision that requires the highest level of performance from Contractor for the County’s benefit shall prevail.

4. Subject to the satisfactory performance of the services required of Contractor pursuant to this Agreement, and to the terms and conditions set forth in this Agreement, and following Contractor’s submission of an appropriate claim, and such other documentation that the County may require, County shall pay Contractor according to the terms set forth in Exhibit B. Contractor agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this Agreement, irrespective of whether the cost of such services and related administrative expenses exceed such payments.
- 5.A. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2023** shall be no greater than **TWENTY THOUSAND DOLLARS (\$20,000)** specified as follows:

Fiscal Year 2021-22 February 1, 2022 through June 30, 2022	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	Total
\$10,000	\$10,000	\$20,000

5.B. Option Years: The County may exercise its option to extend the term of the Agreement pursuant to Section 2 above, which includes rate adjustments at each option year period as determined by Contractor. In the event that the County elects to exercise an option, County shall notify the Contractor in writing (“option letter”) and allow rate adjustments at each option year period as determined by Contractor. The notice shall include the revised agreement term, approved funding amount to be added to the Agreement; and revised agreement maximum payment obligation, subject to the maximums set forth below:

Option Year/ Fiscal Year (OY/FY)	Revised Agreement Expiration Date Per OY/FY	Maximum Increased Funding Amount Per OY/FY	Revised Agreement Lifetime Maximum Per OY/FY
OY/FY 2023-24	On or before June 30, 2024	Less than or equal to \$10,000	Less than or equal to \$30,000
OY/FY 2024-25	On or before June 30, 2025	Less than or equal to \$10,000	Less than or equal to \$40,000
OY/FY 2025-26	On or before June 30, 2026	Less than or equal to \$10,000	Less than or equal to \$50,000

In no event shall the term of the Agreement extend beyond **June 30, 2026** nor shall the total contract maximum exceed the amount of **FIFTY THOUSAND DOLLARS (\$50,000)**, unless otherwise agreed to in writing by the Parties and in conformity with the then-current Yolo County Procurement Policy approved by the Yolo County Board of Supervisors. County shall have the right to withdraw its option letter should the rate adjustments set by Contractor exceed the funds available for this Agreement, provided that County provides written notice to Contractor.

6. During the term of this Agreement, each Party, at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain, insurance or equivalent program of self-insurance for professional liability, general liability, worker’s compensation as required under California state law and business automobile liability adequate to cover its potential liabilities hereunder. Upon a Party’s request, the other Party shall supply a certificate, or certificates, of insurance or self-insurance evidencing coverage.
7. The Parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys’ fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.
8. The Parties represent and warrant: i) County has determined that it has a bona fide commercially reasonable business purpose for the services set forth in this Agreement; ii) County has determined that the services set forth in this Agreement do not exceed those that are reasonably necessary to accomplish the commercially reasonable business purpose of the services; iii) each Party has determined that the compensation to be paid under this Agreement is consistent with fair market value in arms-length transactions; and iv) each Party warrants and represents that the compensation to be paid under this Agreement has not been determined in a manner that takes into account the volume or value of any past or future referrals or business otherwise generated or to be generated between the Parties for which payment may be made in whole or in part under Medicare, Medicaid or other Federal health care programs. Nothing contained herein shall be construed in any manner as an obligation or inducement for Contractor to recommend that any person or entity purchase County products or those of any organization affiliated with County.

9. ASSIGNMENTS AND SUBCONTRACTS

No performance of this Agreement or any portion thereof may be assigned or subcontracted without the express mutual consent of the Parties for the purposes of this Section.

10. The Parties shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest.
11. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services under this Agreement; provided however that County shall pay Contractor for all services rendered and obligations incurred under the Agreement up until the effective date of the termination.
12. If licenses &/or certificates are required by Contractor's profession, by entering into this Agreement, Contractor certifies that he/she/it shall currently have such licenses &/or certificates in good standing, shall maintain them throughout this Agreement, and that Contractor's performance will meet the standards of licensure/certification.
13. Contractor understands that he/she/it is not an employee of the County and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.
14. During the term of this Agreement and for a period of four (4) years after termination or expiration hereof, a Party receiving any Confidential Information, as defined below, (the "Receiving Party") from a Party disclosing such Confidential Information (the "Disclosing Party") shall use its reasonable efforts, consistent with its established policies and procedures, to protect the confidentiality of any information furnished to it by the Disclosing Party in connection with this Agreement and expressly designated by Disclosing Party, in writing, as confidential. Upon completion or termination of this Agreement, the Receiving Party shall, upon request, destroy or return to the Disclosing Party all such confidential materials provided by such Disclosing Party. The Receiving Party shall have no obligation to protect the confidentiality of any information that: (a) is in the public domain through no fault of the Receiving Party; (b) is received by the Receiving Party from a third party under no obligation of confidentiality to the Disclosing Party; (c) is required by law, legal process, subpoena, warrant, or court order to be disclosed; (d) was known by the Receiving Party prior to the time of first disclosure by the Disclosing Party; or (e) is independently developed by the Receiving Party. Confidential Information means the proprietary information or confidential information of the Disclosing Party disclosed to the Receiving Party by in written or other tangible form that is marked "CONFIDENTIAL" at the time of disclosure or is otherwise apparent to a reasonable person in the relevant field under the circumstances to conclude by its nature and content that the information is intended to be confidential. Both Parties are public institutions and that any information received will be subject to the California Public Records Act (California Government Code Sections 6250 et.seq.). All reports or documents required to be created and delivered by Contractor to County pursuant to this Agreement, and the data as contained therein, excluding medical records, shall be the sole property of County ("Deliverables"). Deliverables may be used by County, at County's sole cost and expense, for any purpose without any further obligation or liability to Contractor, including analysis of findings, preparation and submission of applications to the federal and state regulatory agencies and equivalent foreign regulatory agencies. Deliverables specifically excludes raw data and any underlying records created by Contractor that are not Deliverables. All Deliverables and any and all rights, title and interest in and to such Deliverables, are and shall be solely and exclusively owned by County.
15. This Agreement constitutes the entire agreement of the Parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by authorized officials of both Parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.

16. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

17. OPTION YEARS AND AMENDMENT AUTHORITY

- A. Director’s Authority: The Director may exercise the option year(s) and execute related option notices in conformance with the conditions of Section 2 of this Agreement
- B. Procurement Manager’s Authority: The Yolo County Procurement Manager (“Procurement Manager”) may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the Agreement. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager’s Authority, as prescribed in the Yolo County Procurement Policy.
- C. Yolo County Board of Supervisors’ Authority: All other authority to approve and execute amendments or exercise option year(s) related to this Agreement is reserved by the Yolo County Board of Supervisors.

18. NOTICES

- A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

CONTRACTOR: UC Davis Health Contracts
University of California Davis Health
(Reference Agreement No. 006645)
Sherman Building, Suite 2300
2315 Stockton Boulevard
Sacramento, CA 95817

Operational matters (which shall not constitute notice):
UC Davis CAARE Center
3671 Business Drive
Sacramento, CA 95820
Attn: Dr. Carmichael, Psychological II, Evaluation Program Manager

COUNTY: Yolo County Health and Human Services
Agency 137 N. Cottonwood Street
Woodland, CA 95695
Attn: Health and Human Services Director

- B. In lieu of written notice to the above addresses, any Party may provide notices through the use of email provided the following email addresses are used:

CONTRACTOR: Contractual matters:
Pakou Vang, Contracts Officer, UC Davis Health Contracts
(Reference Agreement No. 006645)
pkvang@ucdavis.edu

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Operational matters (which shall not constitute notice):
Eric Vargas, Community Health Program Assistant Chief
CAARE Diagnostic and Treatment Center
UC Davis Health Department of Pediatrics
ecvargas@ucdavis.edu

COUNTY:

Contract Unit: HHSAContracts@YoloCounty.org

Contract Administrator: Tony.Kildare@yolocounty.org

- C. Any Party may change the address or email address to which such communications are to be given by providing the other Party with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.
- D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail by United States Postal Service as certified or registered mail, postage prepaid, return receipt requested or one (1) day following deposit with overnight delivery by a reputable overnight delivery service such as Federal Express, addressed to the respective Parties at the addresses set forth above.

19. RECORDS; ACCESS, RETENTION

A. During the term of this Agreement, upon reasonable advance notice and at mutually agreeable time during normal business hours, to the extent required by law, Contractor shall retain and make available for review by the County and its duly authorized designees all records, documents, and general correspondence directly relating to County patients in the conduct of the performance of the services under this Agreement and the services directly relating to County patients under this Agreement required hereunder for a period of not less than ten (10) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later; provided, however, nothing in the foregoing shall confer a right to review confidential or proprietary information of Contractor to which the inspecting party does not have an independent legal right to access. If Contractor maintains custody of County patients' records, including progress notes, record of services, etc., during the term of this Agreement, to the extent required by law, Contractor shall make such records directly related to such County patient records available for inspection and copying by the County and its duly authorized designees upon reasonable advance notice and at mutually agreeable time during normal business hours at Contractor's place of business or at some other mutually agreeable location; provided, however, nothing in the foregoing shall confer a right to review confidential or proprietary information of Contractor to which the inspecting party does not have an independent legal right to access.

B. Contractor shall maintain adequate client records directly related to County patients in the conduct of the performance of the services under this Agreement for each client, in sufficient detail to permit an evaluation of services, which shall include, but not be limited to, the following: admission information, demographic information, consent for treatment, medical history, assessment and diagnostic studies, client treatment plan, records of patient interviews, and records of all services provided. If applicable, Contractor shall comply with the Federal, State and County requirements as to maintaining electronic health records. County and Contractor will collaborate to provide clients with access to their healthcare records in compliance with all applicable Federal, State, and County regulations.

C. All client records directly related to County patients in the conduct of the performance of the services under this Agreement shall be kept for whichever time period listed below is longer:

- i. period of not less than ten (10) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later.

- ii.a minimum of ten (10) years from the patient's last date of service, if the patient is 18 years old or older when they are discharged; or
- iii. until the patient's twenty eighth (28th) birthday, if the patient was evaluated or treated while they were a minor.

D. CONTRACTOR's expenditures of Federal funds are audited annually in accordance with Office of Management and Budget Circular A-133. As with the financial statement audits, the A-133 audits are conducted on a consolidated basis and reports on all campus locations. Contractor's fiscal year ends June 30, and the A-133 audit report is issued by the end of March in the following year. Copies of the A-133 audit report are submitted to the Federal Audit Clearinghouse Bureau of the Census. Information from current and prior A-133 audits is accessible online through the [Federal Audit Clearinghouse website \(https://harvester.census.gov/facweb/Default.aspx\)](https://harvester.census.gov/facweb/Default.aspx). The organization name in this database is "UNIVERSITY OF CALIFORNIA".

20. CONFIDENTIALITY OF INFORMATION

A. Contractor will comply with applicable laws and regulations regarding the confidentiality of beneficiary information, including but not limited Sections 827, 5328, 10850, and 17006, 18986.40 and 18986.46 of the W&I Code, Division 19 of the State of California Department of Social Services Manual of Policies and Procedures, California Rules of Court Rule 1423 and 1341, Penal Code Section 11167, and Title 45 CFR, Section 205.50 to assure that all applications and records concerning individuals made or kept by any officer or agency in connection with the administration of the services under this Agreement will be kept confidential. Contractor and County will maintain the confidentiality of all such beneficiary information and records in accordance with current applicable laws, regulations and policies. Exchange of such beneficiary information will be for the purpose of promoting the best interests of the County patients, the administration of the County program, and the Contractor services provided under this Agreement.

B. Each County and Contractor office will maintain their own confidentiality regulations and guidelines to review and follow. The location of those guidelines shall be known to all employees.

The Contractor and County agree to inform all of the employees, agents and subcontractors providing the services under this Agreement of the confidentiality provisions and further agree that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor.

C. Information Security Incidents

Defined: Information security incidents, as such term is defined in 45 CFR §164.304 or breach of unsecured protected health information (PHI) as defined by 45 CFR §164.402, ("Security Incidents") include, but are not limited to, any event (intentional or unintentional) that causes the loss, damage to, destruction, or unauthorized disclosure of County or Contractor's information assets.

Notification: The County and Contractor shall notify the other Party or its designated agent of any actual or attempted information Security Incidents, as defined above, within three (3) business days of becoming aware of such Security Incident involving the other Party's PHI or Confidential Information. Information Security Incidents shall be reported by telephone or email to:

County:
Health and Human Services Agency Director
Health and Human Services Agency
137 North Cottonwood Street
Woodland CA 95695
Email: Nolan.Sullivan@yolocounty.org

Contractor:

[Eric Vargas, Community Health Program Assistant Chief](#)

UC Davis CAARE Center

UC Davis Health, Department of Pediatrics

3671 Business Drive

Sacramento, CA 95820

[Email: ecvargas@ucdavis.edu](mailto:ecvargas@ucdavis.edu)

Cooperation: Each Party shall cooperate in any investigations of information Security Incidents.

D. Isolation of system or device: The system or device affected by an information Security Incident and containing County or Contractor Confidential Information or PHI data, shall be removed from operation promptly upon discovery of the Security Incident. It shall remain removed from operation until correction and mitigation measures have been applied. The Party where the incident took place must contact the other Party prior to placing the system or device, containing County or Contractor Confidential Information or PHI data, back in operation. The affected system or device, containing County/Contractor Confidential Information or PHI data, shall not be returned to operation until the County/Contractor gives its approval.

E. Contractor shall protect from unauthorized disclosure names and other identifying County patients' information concerning beneficiaries receiving services pursuant to this Agreement except for statistical information. Contractor shall not use County patients' identifying information for any purpose other than carrying out Contractor's obligations under this Agreement.

F. Contractor shall not disclose, except as otherwise specifically permitted by state and federal laws and regulations or by this Agreement, any such County patients' identifying information to anyone other than the County without prior written authorization from the County or the beneficiary in accordance with state and federal laws.

G. For purposes of this Section, County patient's identifying information will include, but not be limited to, name, identifying number, symbol or other identifying particular assigned to the individual.

H. Contractor shall inform all of its employees and agents, of the above provision and that knowing and intentional violation of the provisions of said State law is a misdemeanor.

I. Contractor shall comply with, and shall ensure that, its officers, agents, employees, and participants comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as set forth in Exhibit D.


J. In the event that Contractor receives a request or subpoena to provide County Confidential Information or County patients' PHI regarding any services provided pursuant to this Agreement, Contractor will notify Director promptly by telephone at (530) 666-8651, or by email at nolan.sullivan@yolocounty.org and by fax at (530) 661-2658. In the event that County receives a request or subpoena to provide Contractor Confidential Information regarding any services provided pursuant to this Agreement, County will promptly notify Contractor as identified in Section 18, Notices.

21. USE OF NAME

Neither Party will use the names, likenesses, logos or trademarks of the other Party in any form or manner, nor the names of the employees of the other Party in any form or manner, either expressly or by implication, in any publicity, advertisements, or promotions released to the public without the express written permission of that Party. California Education Code Section 92000 prohibits use of Contractor's names to suggest that Contractor endorses a product or service. County agrees to submit materials for all proposed uses of the names or logos of Contractor to Contractor's Public Affairs & Marketing office at hs-marketing@ucdavis.edu.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date written below by affixing their signatures hereafter.

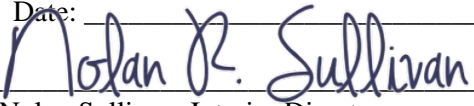
CONTRACTOR

By 
Erick Jenkins, JD, MS
Manager of UC Davis Health Contracts

Date: May 11, 2022

COUNTY OF YOLO

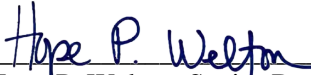
By _____
Angel Barajas, Chair
Board of Supervisors

Date: _____

Nolan Sullivan, Interim Director
Health and Human Services Agency

Attest: Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By: 
Hope P. Welton, Senior Deputy

Contractor shall provide services under this Agreement in accordance with the following provisions.

I. PURPOSE

Provide consultation and expert witness testimony to the County Health & Human Services Agency, Child Youth & Family Branch (hereinafter the “Agency”) regarding child physical, sexual, emotional abuse and neglect, emergent mental health concerns, treatment needs, and/or adoption/placement planning.

II. TARGET POPULATION

Referral received from Health & Human Services Agency, Child, Youth & Family Branch.

III. REQUIREMENTS

The Agency uses a qualified expert witness in court proceedings. The expert witness must possess expertise beyond that of a normal social worker and have knowledge of and experience with child physical, sexual, emotional abuse and neglect and mental health concerns. The services provided by the expert witness are utilized on a case-by-case basis to articulate types of abuse and assess risk. This information is provided to the Court and includes an expert testimony at Jurisdiction, Disposition and/or at a Selection and Implementation 366.26 hearing that must be provided in order to support assessments and recommendations that explain the Agency's recommendation.

IV. SERVICES

A. Contractor shall provide:

1. Expert witness testimony in court Proceedings.
2. Consultation regarding child physical, sexual, emotional abuse and neglect, emergent mental health concerns, treatment needs, and adoption/placement planning.
3. Travel when necessary to provide expert witness testimony.
4. A written report at the discretion and direction of the Agency.
5. Review Agency documents and/or material and provide an assessment to determine whether it is necessary to be included on the witness list.

EXHIBIT B – TERMS OF PAYMENT**I. METHOD OF PAYMENT**

- A. Contractor shall submit such claims for payment to the County no later than forty-five (45) days after completion of the month in which services have been rendered. Any claim that is submitted and rejected due to lack of necessary information must be resubmitted within twenty (20) days of the date of the initial rejection.
- B. Claims for payment may be submitted to the County in an electronic format at HHSA.AccountsPayable@yoloCounty.org. All claims shall be submitted with any required supporting documentation accompanying the claim. If a claim contains confidential client information, the claim and supporting documentation must be encrypted for transmission.

Claims, with any required supporting documentation, may also be submitted via US Postal Service mail addressed to:

Yolo County Health and Human Services Agency
 137 N. Cottonwood Street, Suite 2400
 Woodland, CA 95695
 Attn: Accounts Payable

- C. County shall pay Contractor at the rate specified below for services that have been provided in accordance with the provision of this Agreement.

\$400 / per hour*

**subject to rate change by Contractor*

- D. County shall authorize payment within forty-five (45) days of the receipt of Contractor's appropriate claim, required reports, and any further documentation requested by the County for purposes of this Agreement.
- E. In the event that the Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due Contractor pursuant to this Agreement until such noncompliance has been corrected.
- F. Late claims submitted with a written request within a reasonable timeframe, if it is due to circumstances beyond the control of the Contractor, may be approved by the Director for claim submission.
- G.
 1. During the term of this Agreement, County may demand repayment from Contractor for compensation made to the Contractor, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, which shall not be unreasonable, regardless of reason, provided that written notice is provided to Contractor detailing the reason(s). Contractor may submit a written appeal to a disallowance to the Director, or designee, within fifteen (15) days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. County shall provide Contractor a decision in writing within thirty (30) days of receipt of the appeal from Contractor.
 2. Any such disallowance related to the current term of this Agreement will be due and payable promptly to the County. County will recoup from Contractor by offsetting any payment otherwise due Contractor pursuant to this Agreement.
 3. Any such disallowance related to the prior terms of this Agreement pursuant to the services provided herein will be due and payable within forty-five (45) days of mailing a demand letter from County to Contractor.

EXHIBIT B – TERMS OF PAYMENT

- 4.** In the event that the aggregated payment otherwise due Contractor pursuant to services provided under this Agreement is less than the amount due, and when all payments otherwise due Contractor have been exhausted, Contractor shall make payment to the County for any balance due based on a payment plan negotiated between the Parties and final approved by the Director.
- H.** Any other provision of this Agreement notwithstanding, because this Agreement is funded by the state contracts, the County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, the County's receipt of such funding from the State, and the absence or removal of any constraints imposed by the State upon such receipt and payment.
- I.** Contractor shall use the funds provided by County exclusively for the purposes of performing the services required by this Agreement. No funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.

EXHIBIT C – SERVICE CONTRACT INSURANCE REQUIREMENT

During the term of this Agreement, each Party, at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain, insurance or equivalent program of self-insurance for professional liability, general liability, worker’s compensation as required under California state law and business automobile liability adequate to cover its potential liabilities hereunder. Upon a Party’s request, the other Party shall supply a certificate, or certificates, of insurance or self-insurance evidencing coverage.

EXHIBIT D - HIPAA COMPLIANCE

- I.** The County and Contractor shall protect the privacy and provide for the security of protected health information (PHI) pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, Title 45, Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws (collectively “the Privacy Laws”.) The requirements of the Privacy Laws include but are not limited to: the use of methods of encryption for any electronic submissions containing PHI; and specific notice requirements should there be a security incident as defined in 45 CFR §164.304 or breach of unsecured PHI as defined by 45 CFR §164.402.
- II.** Pursuant to HIPAA and the other Privacy Laws, as set forth in, but not limited to, 45 CFR §§164.314(a), 164.502(e) and 164.504(e), the County and Contractor may be required to enter into a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement containing the specific requirements regarding Contractor’s acquisition, access, use, or disclosure of PHI prior to such acquisition, access, use, or disclosure of PHI. If the County determines, in its sole discretion, that a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement is required, the Parties mutually agree to execute same.
- III.** The provisions of this **Exhibit D** shall survive the termination, expiration, or cancellation of this Agreement.