

Info Contract No.

**Memorandum of Understanding
Pediatric Trauma and Emergency Services Capabilities**

This Memorandum of Understanding (“MOU”) is entered into as of the last date signed below (“Effective Date”), by and between the County of Yolo, a political subdivision of the State of California (“County”), and Sutter Valley Hospitals dba Sutter Davis Hospital, a nonprofit corporation, authorized to operate in the State of California (“Hospital”) jointly referred to as the “Parties.”

WHEREAS, Health and Safety Code Section 1797.98a, authorizes counties to establish a Maddy Emergency Medical Services Fund to provide, in part, funding for hospitals providing disproportionate trauma and emergency medical care services; and

WHEREAS, Health and Safety Code Section 1797.98a(e), authorizes counties to establish a Richie Fund as part of the Maddy Emergency Medical Services Fund to provide funding to improve pediatric trauma and emergency services in the county; and

WHEREAS, Hospital operates an emergency department and provides pediatric emergency services; and

WHEREAS, County desires to continue enhancing pediatric emergency services capabilities; and

NOW, THEREFORE, the Parties agree as follows:

I. PURPOSE

The purpose of this MOU is to describe the roles and responsibilities of County and Hospital to administer the Yolo County Maddy Emergency Medical Services (EMS) Funds, including “25% Hospital Maddy Funds” and “Richie Pediatric Trauma Funds”, collectively referred to as Maddy Funds (“Maddy Funds”). Health and Safety Code (HSC) section 1797.98a authorizes County to establish Maddy Funds and to use those funds, in part, to reimburse hospitals for the cost of disproportionate trauma and emergency medical care services as approved by the County. Additionally, HSC section 1797.98a(e) authorizes County to establish a supplemental assesment for Richie’s Fund, as part of the Maddy Fund. In a County that does not maintain a pediatric trauma center Richie’s Funds are to be used to improve access to, and coordination of, pediatric trauma and emergency services in the county. Hospital is one of two hospitals located in Yolo County that is eligible for Maddy Funds disbursments. Collectively both hospitals shall be referred to as “Reporting Hospitals”.

II. RESPONSIBILITIES OF PARTIES

A. County Responsibilities

1. County shall administer the Yolo County Maddy Fund to distribute available Maddy Funds to the Reporting Hospitals as described in HSC sections 1797.98a(a-g).) See Exhibit A – Maddy Funds Distribution.
2. Upon receipt of each Reporting Hospital’s Quarterly Emergency Department Census Reports, County shall distribute available funds to each Reporting Hospital based on a percentage share of funds calculation. If a Reporting Hospital fails to submit a Quarterly Emergency Department Census Report on time, that Reporting Hospital shall forfeit their right to receive funds for that quarter.
3. The available funds for distribution shall be the total funds available as of the last date of any quarterly reporting period where the available fund balance exceeds \$100,000, except that

during any quarter where available funds are distributed to a Reporting Hospital, County shall maintain a fifteen percent (15%) reserve in the distributed fund balance as described in HSC section 1797.98a (b.4).

4. County shall report annually, by April 15 of each calendar year, to the California State EMS Authority the distribution of Maddy Funds.

B. Hospital Responsibilities

1. Hospital shall submit reports as specified in Section IV. Reports, below.
2. Hospital shall deposit distributed funds in two (2) designated accounts, one (1) for Maddie Funds and one (1) for Richie Funds. Distributed funds shall be tracked separately and shall only be utilized to support or improve the delivery of trauma and emergency medical care services within the county, or, for allocations designated as Ritchie’s Funds, to improve access to and coordination of pediatric trauma and emergency services in the county. Hospital may confer with the EMS Administrator, as needed, to confirm that proposed purchases or expenditures qualify for the funds as described in this MOU.

III. METHOD OF PAYMENT

- A. Upon receipt and review of the Quarterly Emergency Department Census Reports submitted by the Reporting Hospitals, the EMS Administrator shall calculate and authorize payment amount due to Hospital by emailing Health and Human Services Agency (“HHS”)Accounts Payable at HHS.AccountsPayable@yolocounty.gov.
- B. County shall issue payment to Hospital within thirty (30) days from EMS Administrator’s approval. Funds provided by County pursuant to this MOU shall not be used for any political activity or political contribution.
- C. Should the Parties terminate this MOU before the expiration date of this MOU, Hospital shall return to County any unexpended funds within thirty (30) days of the termination date.

IV. REPORTS

- A. Hospital shall submit reports to County as described herein. Reports shall be submitted on the approved reporting forms provided by County.

1. Quarterly Emergency Department Census Report

For each quarter specified below, Hospital shall track and provide to County the number of individual hospital emergency department visits. This report is due no later than the last day of the month following the end of a quarter in order to be eligible to receive payment for that quarter. Reports shall be sent electronically to County at YEMSA@yolocounty.gov. Reporting deadlines are as follows:

Reporting Period	Due Date
July 1 through September 30	October 31
October 1 through December 31	January 31
January 1 through March 31	April 30
April 1 through June 30	July 31

2. Annual Maddy Funds Utilization Report

Hospital shall provide the Annual Maddy Funds Utilization Report indicating how Maddy Funds were used to support the delivery of emergency medical care services, including the purchases of

goods, supplies and services for the period of July 1 through June 30. The report shall be submitted to the EMS Administrator by July 31 of that year. Failure to report on the use of these funds may result in suspension of future distributions.

V. RECORDS

Hospital shall retain and make available for review by County and its designees all records, documents, and general correspondence relating to this MOU and the services required hereunder for a period of not less than three (3) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Hospital shall make such records available for inspection and copying by County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the three (3) years, Hospital shall notify the EMS Administrator. Upon such notification, the EMS Administrator shall either agree to the destruction or authorize the records to be forwarded to County for further retention. Hospital shall also require subcontractor to meet these requirements.

VI. TERM AND TERMINATION

- A. The term of this MOU shall be from the **Effective Date** until terminated by either party as provided in this MOU.
- B. Either party may terminate this MOU 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.
- C. Should either party fail to substantially perform its obligations in accordance with this MOU, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this MOU. If such default is not cured within said thirty-day period (or such longer period as is specified in the notice or agreed to by the Parties), the party that gave notice of default may terminate this MOU upon not less than fifteen (15) days advance written notice.
- D. This MOU is subject to County, State of California and United States appropriating and approving sufficient funds for the activities required of Hospital pursuant to this MOU. If the County's adopted budget and/or its receipts from State of California and United States do not contain sufficient funds for this MOU, County may terminate this MOU by giving ten (10) days advance written notice thereof to Hospital, in which event the County shall have no obligation to pay Hospital any further funds or provide other consideration and Hospital shall have no obligation to provide any further services pursuant this MOU. If County terminates the MOU pursuant to this subparagraph, County will pay Hospital in accordance with this MOU for all services performed to the satisfaction of the HHSA Director before such termination and for which funds have appropriated as required by law.

VII. APPLICABLE LAWS

- A. Hospital shall also comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives, and laws in including any sub-regulatory guidance. This MOU is also subject to any additional restrictions or conditions that may be imposed upon County by the Federal or State government.
- B. The Parties shall secure and maintain throughout the term of this MOU all licenses, permits, qualifications and approvals of whatsoever nature that are legally required to perform the services required in this MOU. Hospital shall ensure that subcontractors that receive funding or perform the requirements pursuant to this MOU, also secures and maintains all licenses, permits,

qualifications and approvals of whatsoever nature that are legally required to perform any services contemplated by this MOU.

VIII. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Hospital certifies, and shall require any subcontractor, to provide services pursuant to this MOU without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this MOU, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this MOU; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

IX. INDEMNIFICATION

Parties shall indemnify, defend and hold harmless the other party’s officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorneys’ fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of Hospital, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Defense and indemnity obligations shall survive the termination or completion of this MOU as allowed by law. In providing any defense under this section, Parties shall utilize counsel mutually approved in their reasonable discretion.

X. NOTICE

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 Hospital at their respective addresses as follows:

Hospital:
Sutter Valley Hospitals dba Sutter Davis
Hospital
2200 River Plaza Drive
Sacramento, CA 95833
Attn: Michael Cureton, CEO

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

Hospital:
Michael.Cureton@sutterhealth.org

County:
Contracts Unit: HHSAContracts@yolocounty.gov

Contract Administrator / EMS Administrator:
Douglas.Brim@yolocounty.gov &
YEMSA@yolocounty.gov

- 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.

XI. CONFLICT OF INTEREST

- A. Hospital shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with section 87100 including regulations promulgated by the California Fair Political Practices Commission.
- B. Hospital covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Hospital's obligations and responsibilities hereunder. Hospital further covenants that in the performance of this MOU, no person having any such interest shall be employed. This covenant shall remain in force until Hospital completes performance of the services required of it under this MOU.
- C. Hospital agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict-of-interest law or regulation, Hospital will immediately inform County and provide all information needed for resolution of the question.

XII. COVENANT AGAINST CONTINGENT FEES

Hospital warrants that it has not employed or retained any company or person, other than a bona fide employee working for Hospital, to solicit or secure this MOU, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this MOU. For breach or violation of this warranty, County shall have the right to annul this MOU without liability, or in its discretion to deduct from the MOU price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XIII. AUDITS

- A. Hospital shall be subject to examination and audit by authorized County, State and/or Federal representatives (duly authorized representatives) throughout the term of this MOU and thereafter for a period of three (3) years from the date that final payment is made pursuant to this MOU. This does not preclude access to records and Hospital agrees that duly authorized representatives have the right to review, obtain, and copy all records pertaining to the performance of this MOU, and agrees to any and all relevant information that is requested.
- B. Any and all books, records, and facilities maintained by Hospital related to services provided under this MOU may be audited, inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of those duly authorized representatives who might reasonably have information related to such records may be interviewed. All expenditures of State and federal funds furnished to Hospital pursuant to this MOU are subject to audit by those duly authorized representatives.
- C. Should an audit determine that Hospital has misspent funds and been overpaid based on the requirements of this MOU and applicable laws and regulations, County shall demand repayment

from Hospital in the amount of such audit findings and withhold any payment otherwise due under this MOU until Hospital repays such amount. Hospital shall repay County such amount within sixty (60) days of the date of County's demand for repayment. Should Hospital fail to repay County within sixty (60) days of the date of County's demand for repayment, County may offset the amount due from Hospital against any amounts that would otherwise be due from the County to Hospital pursuant to this MOU or any other agreement between County and Hospital.

- D. Any failure or refusal by Hospital to permit access to any facilities, books, records or other information required to be provided to the duly authorized representatives by this MOU shall constitute an express and immediate breach of this MOU.

XIV. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Hospital under this MOU are not assignable in whole or in part. In addition, Hospital shall not subcontract any portion of the services required of Hospital by this MOU without the express written consent of County.

XV. STATUS OF PARTIES

It is understood and agreed by all the Parties that each is an independent agency or contractor, and that no relationship of employer-employee exists between the Parties hereto. No party or its assigned personnel shall be entitled to any benefits payable to employees of any other party. It is further understood and agreed that no party or its assigned personnel shall have any right to act on behalf of any other party in any capacity whatsoever to bind any other party to any obligation whatsoever.

XVI. SUCCESSORS

This MOU, its terms, conditions, and provisions herein contained shall, subject to the provisions as to assignments, inure to the benefit and bind successors of the Parties hereto.

XVII. AMENDMENT

This MOU may be amended only by written instrument signed by County and Hospital; provided, however, that County may unilaterally amend this MOU, in whole or in part, as needed to align terms with any applicable federal or state laws, regulations, or sub-regulatory.

XVIII. WAIVER

The waiver by County or any of its officers, agents or employees or the failure of County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this MOU shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this MOU.

XIX. AUTHORIZED REPRESENTATIVE

The persons executing this MOU on behalf of the Parties affirmatively represent that they have the requisite legal authority to enter into this MOU on behalf of the party and to bind the party to the terms and conditions of this MOU.

XX. PUBLIC RECORDS ACT

Upon its execution, this MOU (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXI. COVENANTS AND CONDITIONS

Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should County choose to excuse any given failure of Hospital to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

XXII. THIRD PARTY RIGHTS

Except where specifically stated otherwise in this document, the promises in this document benefit County and Hospital only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this MOU, nor do the Parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

XXIII. GOVERNING LAW

This MOU 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 MOU shall be filed and resolved in a court of competent jurisdiction located in Woodland, California.

XXIV. SEVERABILITY

If any provision of this MOU is adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect.

XXV. AMENDMENT AUTHORITY

- A.** County Procurement Manager's Authority: The Yolo County Deputy Director/Manager of Procurement ("Procurement Manager") may approve and execute amendments regarding re-allocating of funds, responsibilities of the Parties, and other contract language changes set forth elsewhere in this MOU provided the modifications are generally consistent with the original approved scope of this MOU. Procurement Manager may also issue termination notices in conformance with section VI. of this MOU.
- B.** Yolo County Board of Supervisors' Authority: All other authority related to this MOU is reserved by the Yolo County Board of Supervisors.

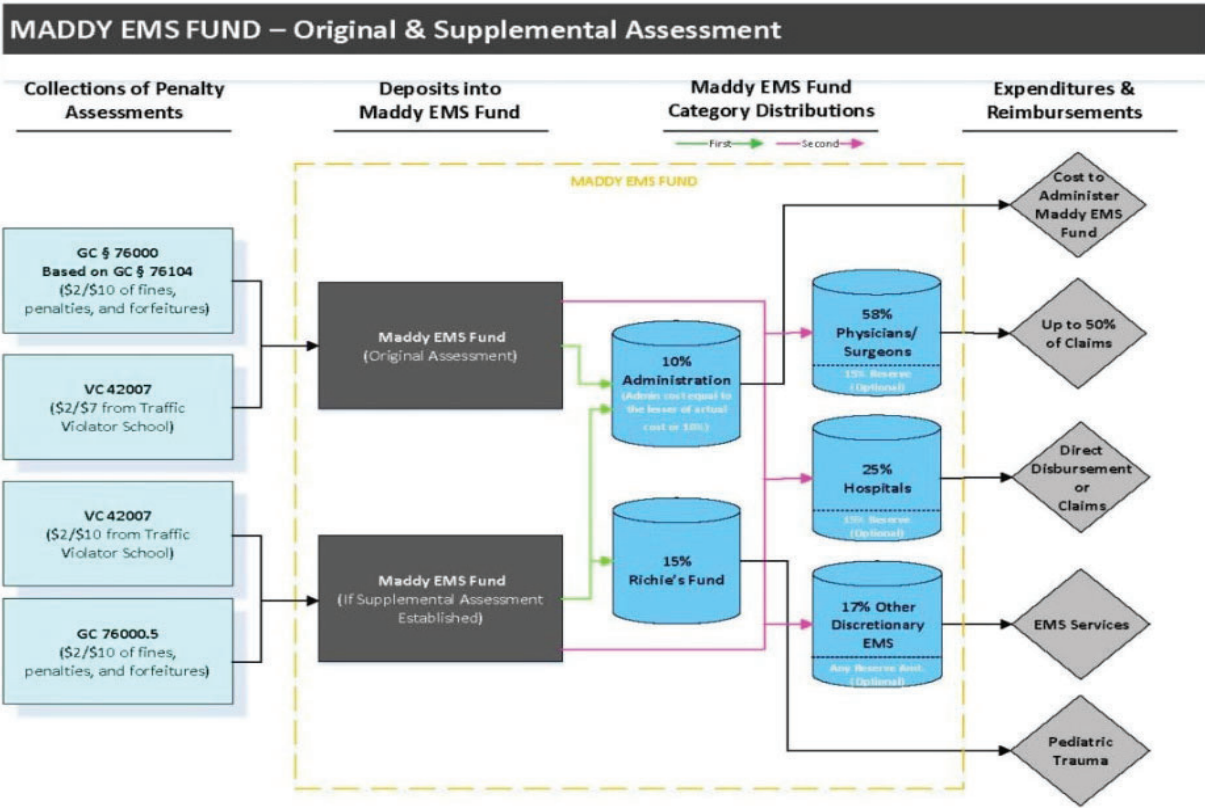
XXVI. ENTIRE MOU

- A.** The complete MOU shall include the following exhibits and attachment(s) attached hereto and incorporated herein:
 - Exhibit A: Maddy Funds Distribution
 - Exhibit B: HIPAA Compliance & Business Associate Addendum Agreement
- E.** This MOU constitutes the entire agreement between County and Hospital and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the Parties as to the language of this MOU or the construction or meaning of any term hereof, this MOU shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this MOU.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year last set forth below.

HOSPITAL	COUNTY OF YOLO
Signed by: By <u>Michael Curleton, CEO</u> <small>F52B1FBA66EF43F...</small> MICHAEL CURLETON, CEO	By _____
Sutter Valley Hospitals dba Sutter Davis Hospital	Mary Vixie Sandy, Chair Board of Supervisors
Date: <u>5/28/2025</u>	Date: _____
Signed by: By <u>Deven Merchant, MD</u> <small>DB22C6977E22437...</small> DEVEN MERCHANT, MD, FACCF, CME	Digitally signed by Joan Planell Date: 2025.06.03 14:54:42 -07'00' <u>Joan Planell</u>
Sutter Health dba Sutter Davis Hospital	Joan Planell, Interim Director Health and Human Services Agency
	Attest: Julie Dachtler, Senior Deputy Clerk By: _____ Deputy (Seal)
	Approved as to Form: Philip J. Pogledich, County Counsel
	By <u>Hope P. Welton</u> <small>Hope P. Welton, Senior Deputy 2025.06.03 10:50:40 -07'00'</small> Hope P. Welton, Senior Deputy

EXHIBIT A – MADDY FUNDS DISTRIBUTION



Maddy EMS Fund (Supplemental Assessment) GC § 76000.5 & VC 42007 Revenue
<p>10% Administration - First 10% of the money collected, or the actual administrative costs, whichever is lower, is distributed for the administration of the county's Maddy EMS Fund. If the actual administrative costs are lower than 10% first collected, the difference between the actual costs and the 10% must be redistributed to the categories below.</p>
<p>15% Richie's Fund - First 15% of the money collected is distributed to the Richie's Fund. This fund provides funding for all pediatric trauma centers throughout the county. For counties without a pediatric trauma center, funding is available for improving access to, and coordinating, pediatric trauma and emergency services in the county, with preference given to hospitals specializing in services to children.</p>
<p>The remaining 75% of the revenue is distributed as follows:</p>
<p>58% Physicians/Surgeons - Payments to physicians/surgeons providing services to patients who have no insurance coverage or are otherwise unable to pay for emergency room visits. (Reimbursement is limited to up to 50% of the claims.)</p>
<p>25% Hospitals - Payments only to hospitals providing disproportionate trauma and emergency medical care services.</p>
<p>17% Other Discretionary EMS - Payments made for other EMS purposes, as determined by each county.</p>

**EXHIBIT B – HIPAA COMPLIANCE &
BUSINESS ASSOCIATE AGREEMENT ADDENDUM**

- I.** County and Hospital intend to protect the privacy and provide for the security of protected health information in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, Title 45 of the Code of Federal Regulations (“CFR”) Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, Title 42 of the United States Code section 290dd-2 and 42 CFR Part 2 (“Part 2 Regulations”), and any other applicable laws.
- II.** In order to be in compliance with the aforementioned laws and regulations, Hospital and County hereby enter into this Business Associate Agreement Addendum with is attached to and incorporated into the Agreement.

BUSINESS ASSOCIATE AGREEMENT ADDENDUM

RECITALS

- A.** The purpose of this Business Associate Agreement Addendum (“this Addendum”) to comply with HIPAA, the HIPAA Omnibus Rule, 45 CFR Parts 160 and 164, the HITECH Act, and the HIPAA Regulations and other applicable privacy and security laws.
- B.** Definitions. All terms and phrases used, but not otherwise defined in this Addendum, shall have the same meaning as those terms are defined in 45 CFR, subtitle A, subchapter C, parts 160 and 164. All section references in this Addendum are to Title 45 of the CFR unless otherwise specified.
- (a) Business Associate. “Business Associate” shall mean the party with whom County is contracting or Hospital, as referenced above.
- (b) Underlying MOU. “Underlying MOU” shall mean the agreement between County and the Business Associate, to which this Addendum is attached and incorporated.
- (c) Covered Entity. “Covered Entity” shall mean the covered components of County hybrid entity which are subject to the standards for privacy and security of Title 45, CFR, subchapter C, Parts 160 and 164.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

1. Permitted Uses and Disclosures by Business Associate.

Pursuant to the Underlying MOU, Hospital will provide the services delineated in the Underlying MOU as specifically requested by the County that may involve the use and disclosure of protected health information (“PHI”) or Electronic Protected Health Information (“EPHI”) related to the treatment and care of clients.

As otherwise limited in this Addendum and the Underlying MOU, Business Associate may use or disclose PHI and EPHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying MOU, provided that such use or disclosure would not violate the law if done by Covered Entity and the use or disclosure of PHI and EPHI is limited to the

**EXHIBIT B – HIPAA COMPLIANCE &
BUSINESS ASSOCIATE AGREEMENT ADDENDUM**

minimum amount necessary for Business Associate to perform its obligations pursuant to the Underling MOU.

2. Obligations and Activities of Business Associate.

Business Associate shall:

(a) Not use or disclose PHI, or EPHI, other than as permitted or required by this Addendum or as required by law.

(b) Use appropriate safeguards and comply with Subpart C of Title 45, CFR, Part 164 with respect to EPHI, to prevent use or disclosure of PHI or EPHI other than as provided for by this Addendum and the Underlying MOU.

(c) If a pattern of activity or practice of an agent, including a subcontractor, constitutes a material breach or violation of the requirements of this Addendum and/or the Underlying MOU, cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the subcontract or other agreement.

(d) Report, as soon as reasonably practicable, and within twenty-four (24) hours for security incidents, as defined in 45 CFR section 164.304, and within one (1) hour for breaches of unsecured PHI as defined by section 164.402 of the HIPAA Regulations to:

(i) Yolo County Risk Manager/Safety Officer at Risk.Mgmt@yolocounty.gov, and

(ii) Lee Gerney, County's Information Security Officer-Chief Technology Officer at lee.gerney@yolocounty.gov, and

(iii) Charles Egbert, HHS Privacy Officer at Charles.Egbert@yolocounty.gov.

This report will include at least the following information:

(i) the nature of the non-permitted or violating use or disclosure or Security Incident; and

(ii) the PHI and EPHI used or disclosed.

This report does not relieve Business Associate of his/her/their continuing obligations under the underlying MOU or any State or Federal reporting requirements.

(e) Ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum and the Underlying MOU to Business Associate with respect to such information.

(f) Provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI and EPHI information in a designated record set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under section 164.524.

(g) Make any amendment(s) to PHI and EPHI in a designated record set that the Covered Entity directs or agrees to make pursuant to section 164.526 at the request of Covered Entity or an individual, and in the time and manner designated by Covered Entity.

(h) Make internal practices, books, and records, including policies and procedures and PHI and EPHI, relating to the use and disclosure of PHI and EPHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the

**EXHIBIT B – HIPAA COMPLIANCE &
BUSINESS ASSOCIATE AGREEMENT ADDENDUM**

Secretary (i.e., the Secretary of Health and Human Services [“HHS”], or to any officer or employee of HHS to the authority involved has been delegated), in a time and manner designated by the Covered Entity or the Secretary of HHS, for purposes of the Secretary of HHS determining Covered Entity's compliance with the law.

(i) Document disclosures of PHI and EPHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with section 164.528.

(j) Provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected of disclosures of PHI and EPHI, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with section 164.528.

(k) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by law. In addition, Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees to implement reasonable and appropriate safeguards to protect it.

(l) Ensure that all employees of Business Associate that handle or access PHI or EPHI undergo annual training regarding the safeguarding of PHI and EPHI.

(m) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of Title 45, CFR, Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

(n) Business Associate will ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees in a written contract to implement and use administrative, physical and technical safeguards that reasonably protect the integrity and availability of the electronic protected health information.

Business Associates must enter into the written contract before any use or disclosure of PHI or EPHI by such agent or subcontractor. The written contract must identify County as a direct and intended third party beneficiary, with the right to enforce any breach of the contract concerning the use or disclosure of electronic protected health information. Business Associate will provide a copy of the written contract to County upon request. The Business Associate Agreement or written contract will include notification of a breach of unsecured PHI as referenced in section 2d., above.

(o) Business Associate will comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under HIPAA, the HITECH Act, HIPAA Regulations, and other applicable privacy and security laws.

3. Obligations of Covered Entity.

Covered Entity shall:

(a) Notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with section 164.520, to the extent that such limitation(s) may affect Business Associate 's use or disclosure of PHI and EPHI.

**EXHIBIT B – HIPAA COMPLIANCE &
BUSINESS ASSOCIATE AGREEMENT ADDENDUM**

(b) Notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI and EPHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI and EPHI.

(c) Notify Business Associate of any restriction to the use or disclosure of PHI and EPHI that Covered Entity has agreed to in accordance with section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI and EPHI.

(d) Not request Business Associate to use or disclose PHI and EPHI in any manner that would not be permissible under the law if done by Covered Entity. Consultant may use or disclose the Considered as PHI for data aggregation or management and administrative activities of Business Associate as necessary to fulfill the terms of the main agreement and in accordance with and as permitted by with HIPAA, the HITECH Act, HIPAA Regulations, and other applicable privacy and security laws.

4. Term and Termination.

The provisions of this Addendum shall supersede the provisions of the Underlying MOU insofar as they relate to the term and termination of the Underlying MOU.

(a) Term. The provisions of this Addendum shall be effective as of the Effective Date of the Underlying MOU and shall terminate when all of the PHI and EPHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy, protections are extended to such information, in accordance with the termination provisions in this Addendum.

(b) Termination for Cause. Upon County's knowledge of a material breach by Business Associate of the provisions of this Addendum, County of Yolo may terminate this Addendum and the Underlying MOU immediately upon written notice.

(c) Effect of Termination.

(i) Except as provided in paragraph (ii) of this provision, upon termination of this Addendum and the Underlying MOU, for any reason, Business Associate shall return or destroy, in a confidential manner, all PHI and EPHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of said PHI and EPHI.

(ii) In the event that Business Associate determines that returning or destroying the PHI and EPHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon the agreement of Covered Entity that return or destruction is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and EPHI and limit further uses and disclosures to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI and EPHI.

5. Miscellaneous Terms:

(a) Mutual Representation and Warranty. Each party represents and warrants to the other party that all of its employees, agents, representatives and members of its work force, whose services may be

**EXHIBIT B – HIPAA COMPLIANCE &
BUSINESS ASSOCIATE AGREEMENT ADDENDUM**

used to fulfill obligations under the Underlying MOU, are or will be appropriately informed of the terms of this Addendum and are under legal obligation to fully comply with all provisions of this Addendum.

(b) Survival. The respective rights and obligations of Business Associate under the provision of this Addendum shall survive the termination, expiration, or cancellation of the Underlying MOU, regardless of reason.

(c) No Third Party Beneficiaries. Nothing express or implied in the Underlying MOU or this Addendum is intended to confer, nor will anything herein confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.

(d) Notices. Any notices required or permitted to be sent pursuant to this Addendum will be in writing and will be sent, Certified Mail, Return Receipt Requested, email or by a recognized international courier. Notices will be sent to the addresses or email addresses set forth above section X of the Underlying MOU, or to such other address as a party may designate by notice pursuant hereto. Notices will be effective upon the date when delivery is either effected or refused.