

**AGREEMENT**  
**(BOS AGREEMENT NO. \_\_\_\_ - \_\_\_\_)**

THIS AGREEMENT (Agreement) is made and 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 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), jointly referred to as the “Parties” herein and who agree as stated below.

**WHEREAS**, the County desires to obtain Early Diagnosis and Preventative Treatment (EDAPT) clinical care for eligible Yolo County clients (Client(s)); and EDAPT training services for Yolo County physicians and support staff; and

**WHEREAS**, the County applied for and was awarded a Substance Abuse and Mental Health Services Administration (SAMHSA) Mental Health Block Grant Ten Percent Set Aside allocation (MHBG 10%) for First Episode Psychosis (FEP) programs, CFDA number 93.958 by the California Department of Healthcare Services; and

**WHEREAS**, on or about October 7, 2021 the County entered into State Agreement 21-10127 (State Contract) with the California Department of Health Care Services providing the terms, conditions and requirements for Mental Health Services Act (MHSA), Projects for Assistance in Transition from Homelessness (PATH), Community Mental Health Services Grant (MHBG) and Crisis Counseling and Training Programs, herein after referred to as the “State Contract”; and

**WHEREAS**, Contractor, to the extent of the knowledge of the undersigned without search as of the Effective Date, represents and warrants that neither Contractor, nor any of its officers, agents, or employees providing services under this Agreement is currently excluded or debarred from participating in or being paid for participation in any Federal or State program; and

**WHEREAS**, Contractor, to the extent of the knowledge of the undersigned without search as of the Effective Date, further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, or employees, being excluded or debarred from any Federal or State program; and

**WHEREAS**, Contractor, through its EDAPT program, has the necessary training, experience, expertise, competency, and is licensed by the State of California, to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with and furthering of the Values of Yolo County, a copy of which can be found <https://www.yolocounty.org/about-us/mission-values-strategic-plan>; and

**WHEREAS**, Contractor understands that the County is relying upon these representations in entering into this Agreement; and

**WHEREAS**, Contractor has determined that provision of such services to County furthers its mission of teaching, research, public service and patient care.

**NOW, THEREFORE**, the County and the Contractor agree as follows:

**I. TERM**

The term of this Agreement shall be from **July 1, 2024 through June 30, 2025** unless sooner terminated as provided in this Agreement. At the County’s option, this Agreement may be extended for two (2) additional twelve (12) month periods on the same terms and conditions as set forth in this

Agreement upon written notice to the Contractor by the Yolo County Health and Human Services Agency Director, or designee (HHSA Director).

**II. SERVICES**

**A.** Contractor shall furnish and perform the services set forth in the Scope of Services attached to this Agreement as Exhibit A, Scope of Services, in conformance with this Agreement (including, but not limited to, all exhibits, hereunder (Exhibits)), and in a manner satisfactory to the HHSA Director.

**B.** Contractor shall comply with the applicable provisions of the State and Federal regulations and applicable provisions as incorporated herein as if fully set forth in this place to the extent applicable to the services provided by Contractor under this Agreement.

**C.** Contractor shall also comply with the applicable terms and conditions set forth in County’s Accounting Handbook for Community Based Organizations (CBOs) and Contract Administration Manual for CBOs (copies of which are available to Contractor here: <https://www.yolocounty.org/business/community-based-organization-cbo-resources>, to the extent applicable to the services provided by Contractor under this Agreement.

**D.** Contractor shall comply with the applicable Health and Human Services Agency (HHSA) Behavioral Health Compliance Plan (to the extent applicable to the services provided by Contractor under this Agreement) which is available to the Contractor at website <http://www.yolocounty.org/health-human-services>, and is incorporated herein by this reference. Contractor may also send an email to HHSA-Behavioral Health Quality Management at [HHSAQualityManagement@yolocounty.gov](mailto:HHSAQualityManagement@yolocounty.gov) to obtain a copy of this document.

**E.** County reserves the right to update the documents and related weblink(s) referenced above via written notice to the direction provided in Section XVIII. of Exhibit C of this Agreement without processing an amendment.

**III. COMPENSATION AND PAYMENT TERMS**

**A.** 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, Terms of Payment. 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.

**B. 1.** Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through June 30, 2025 shall be no greater than **TWO HUNDRED NINETY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$294,500)** specified as follows:

Fiscal Year 2024-25 July 1, 2024 through June 30, 2025	<b>Total</b>
\$294,500	<b>\$294,500</b>

**2.** Optional Extensions: County may exercise its option to extend the term of the Agreement pursuant to Paragraph I.A. above. In the event that the County elects to exercise an option, County shall notify Contractor in writing. 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:

<b>Option Year/ Fiscal Year (OY/FY)</b>	<b>Revised Agreement Expiration Date Per OY/FY</b>	<b>Maximum Increased Funding Amount Per OY/FY</b>	<b>Revised Agreement Lifetime Maximum Per OY/FY</b>
OY/FY 2025-26	On or before June 30, 2026	Less than or equal to \$294,500	Less than or equal to \$589,000
OY/FY 2026-27	On or before June 30, 2027	Less than or equal to \$294,500	Less than or equal to \$883,500

In no event shall the term of the Agreement extend beyond **June 30, 2027** nor shall the total contract maximum exceed the amount of **EIGHT HUNDRED EIGHTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$883,500)**, 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 (BOS).

**C.** County shall pay Contractor using a combination of funding sources, as the County deems appropriate.

**D.** 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.

**IV. SPECIFIC COUNTY AUTHORITY**

**A.** HHS Director’s Authority: The HHS Director may exercise optional extensions, if any, and execute related option notices in conformance with the conditions of Section III of this Agreement. The HHS Director, or designee, may also issue any other general notices regarding the administration of this Agreement.

**B.** County Manager of Procurement Authority: The Yolo County Deputy Director/Manager of Procurement (Procurement Manager), or designee, 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 contract. 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 then current Yolo County Procurement Policy. The Yolo County Procurement Manager may also issue termination notices in conformance with Exhibit C, Terms and Conditions, Section XI.

**C.** Yolo County Board of Supervisors’ Authority: All other authority related to this Agreement is reserved by the Yolo County Board of Supervisors.

**V. ENTIRE AGREEMENT**

**A.** 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 – Terms and Conditions
- Exhibit D – Contract Budget
- Exhibit E – HIPAA Compliance
- Exhibit F – Performance Measures
- Exhibit G – Contractor Confidentiality Certification
- Exhibit H – Business Associate Agreement Addendum

**B.** County and Contractor shall each comply with 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.

**C.** This Agreement constitutes the entire agreement between County and Contractor 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 Agreement or the construction or meaning of any term hereof, this Agreement 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 Agreement.

**D.** Neither the County nor the Contractor shall use the name or logos, including but not limited to the University of California, UC Davis Health or UC Davis, of the other party in any form or manner in any publicity, advertisements, reports or other information released to the public without prior written approval. California Education Code Section 92000 prohibits use of Contractor’s names to suggest that Contractor endorses a product or service.

[Signature Page to Follow]

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

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California constitutional Corporation on behalf of University of California, Davis Health**

**COUNTY OF YOLO**

\_\_\_\_\_  
Erick Jenkins, JD, MS  
Manager, UC Davis Health Contracts

\_\_\_\_\_  
Mary Vixie Sandy, Chair  
Board of Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Mónica Morales** Digitally signed by Mónica Morales  
Date: 2025.07.22 11:18:11 -07'00'

\_\_\_\_\_  
Mónica Morales, Director  
Health and Human Services Agency

Attest:  
Julie Dachtler, Senior Deputy Clerk  
Board of Supervisors

By \_\_\_\_\_  
Deputy (Seal)

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

By: Hope P. Welton  
Hope P. Welton, Senior Deputy

## EXHIBIT A – SCOPE OF SERVICES

During the term of this Agreement County desires that Contractor, through its Early Diagnosis and Preventive Treatment (EDAPT) clinical team, provide clinical care and training services (Services) to physicians and support staff of Yolo County.

### **I. EDAPT Training/Outreach and Clinical Assessments/Evaluations**

Goal: Up to ten (10) people, from ages twelve (12) to thirty (30), will be provided the full array of EDAPT clinical services listed below.

#### **A. EDAPT Training/Outreach**

1. Community Outreach within Yolo County

#### **B. EDAPT Clinical Assessments/Evaluations:**

1. Referral coordination and basic screening, to determine eligibility for comprehensive phone screen for up to twelve (12) individuals.
2. Comprehensive phone screenings for up to twelve (12) referred individuals
3. Comprehensive clinical evaluations, including record review, direct assessment, report writing and feedback to client/family and clinical team for up to ten (10) clients.

**C. Administrative Support:** provide support for contract amendments, program development and implementation support.

**D. Travel:** For travel to deliver outreach to community members and any client service activities, including any applicable Contractor indirect costs, shall not exceed **FIVE THOUSAND DOLLARS (\$5,000)**. Such reimbursements for actual travel costs and expenses shall be in accordance with established Contractor rates and policies.

#### **E. Exclusions**

1. Unless otherwise noted, the trainings in section I.(A) of this exhibit do not contain ongoing supervision or consultation support. Therefore, it is expected that Coordinated Specialty Care (CSC) program supervisors will attend all trainings and supervision sessions, as appropriate for their role related to the program.
2. Attendance of new or established staff in additional trainings are not included within the scope of this Agreement and will be negotiated separately or added to this Agreement as an amendment.
3. Except for the performance measure reporting requirements of Exhibit F, Performance Measures, of this Agreement, outcomes data collection, organization and/or analysis support not included in this Agreement.

### **II. Full Array of EDAPT Clinical Services (for up to ten (10) clients)**

**A.** Contractor shall provide the full array of EDAPT clinical services for up to ten (10) persons, to include the services listed below.

1. Peer staff supports for clients engaging with services to support in meeting their individualized recovery goals. This includes informing clients about recovery and services; one-on-one peer counseling and crisis intervention; training; advocacy; connecting to resources; experiential sharing; building community; relationship building; group facilitation; skill building; mentoring;

## **EXHIBIT A – SCOPE OF SERVICES**

goal setting; socialization and self-esteem building; team communication; and assisting clients to overcome barriers to seeking services due to race, ethnicity, culture or language.

- 2.** Family peer services to support significant others, family, parents, caregivers, and/or guardians, as appropriate, in all treatment planning and decision-making regarding the client's services as documented in accordance with County documentation standards.
- 3.** Clinical or behavioral interventions shall be with a therapeutic frequency of visits and at a length that will meet the intensive service needs that are identified in the Child and Adolescent Needs Assessment (CANS)/Adult Needs and strengths Assessment (ANSA) and agreed to by the treatment team. Services can be provided in an individual, family and/or group format.
- 4.** Individualized, person-centered, recovery-based, and trauma informed services in order to build upon strengths and promote stabilization in the community.
- 5.** A full range of trauma-informed, quality mental health community-based outpatient services as indicated by clinical need and reflected in the Core Assessment and Problem List. Services shall be provided in accordance with the Mental Health Plan (MHP) policies and procedures.
- 6.** Mental health services that include, but are not limited to: individual therapy, rehabilitation, group therapy, case management, and crisis intervention services.
- 7.** Coordinate medication services with provider identified by the county.
- 8.** Services may be provided in the home, community, or other location
- 9.** Coordinate care and collaborate with all parties involved with the client and family, in accordance with all applicable state and federal confidentiality laws, including but not limited to: parents/caregivers, schools, doctors, medical staff, hospitals, social services, Child Welfare, courts, Alta Regional, Substance Use and Prevention Treatment (SUPT), and Juvenile Justice.
- 10.** Provide referrals and linkages as appropriate. Referrals and support linkage may include appropriate self-help or community-based supportive services that would support progress toward needs identified in the problem list.
- 11.** Services will be provided in person in the clinic or by telehealth, or within the community when appropriate.
- 12.** Contractor will support data collection and associated reporting through Early Psychosis Intervention (EPI-CAL) Beehive in support of California Department of Health Care (DHCS) goals related to MHBG funding.

## EXHIBIT B – TERMS OF PAYMENT

### I. METHOD OF PAYMENT

- A.** Contractor shall submit a claim/invoice for payment to the County no later than thirty (30) days after completion of the month in which services have been rendered. Any claim/invoice that is submitted and rejected due to lack of necessary information must be resubmitted within fifteen (15) days of the date of the initial rejection.
- B.** **1.** Claims/invoices for payment shall be submitted to the County in an electronic format on a form approved by the County. All claims shall be submitted with any required supporting documentation accompanying the claim. If a claim/invoice or the supporting documentation contains confidential client information, the submission must be encrypted for transmission.
- 2.** Claims/invoices shall be submitted to: [HHSA.AccountsPayable@yolocounty.gov](mailto:HHSA.AccountsPayable@yolocounty.gov) and Mary Yung at [mary.yung@yolocounty.gov](mailto:mary.yung@yolocounty.gov).
- C.** County shall pay Contractor for actual expenditures in conformance with the contract budget(s) attached hereto as Exhibit D, Contract Budget.
- 1.** Contractor shall adhere to the contract budget(s) in performing services that have been authorized and provided in accordance with the provisions of this Agreement.
- 2.** Amendments to the contract budget(s) including but not limited to shifting the allocation of funds between categories of services, must be mutually agreed upon in writing. Contractor shall provide a revised budget to the Director for approval. Contract budget amendments must be approved pursuant to Section IV. of this Agreement.
- 3.** In the event County request an updated contract budget for any option year, the option year budget shall be approved in conformance with Section III.B.2. of this Agreement.
- D.** County shall authorize payment within thirty (30) days of the receipt of Contractor’s appropriate claim, required reports, and any further documentation requested by the County for purposes of this Agreement.
- In the event that the Contractor fails to reasonably comply with any provision of this Agreement, County may withhold payment otherwise due Contractor pursuant to this Agreement until such noncompliance has been corrected.
- E.** **1.** During the term of this Agreement, County may demand repayment from Contractor for compensation made to the Contractor, for services provided under this Agreement, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, which shall not be unreasonable, regardless of the 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 the services provided under 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 or any other agreement between Contractor and County 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 mutually negotiated between the Parties and final approval by the Director.
- F. Any other provision of this Agreement notwithstanding, because this Agreement is funded in whole or in part by the federal and/or state governments, 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 federal and/or state governments, and the absence or removal of any constraints imposed by the federal and/or state governments upon such receipt and payment.
- G. 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.
- H. To the extent permitted by applicable law, Contractor shall hold harmless the State in the event that the County does not pay for services in accordance with this Agreement; provided, however, that when such circumstance arises, County shall discuss with Contractor what, if any, modification of the terms of this Agreement may be required in order to arrive at an equitable solution.

## EXHIBIT C – TERMS AND CONDITIONS

### I. COUNTY AUTHORITY; CONTRACTOR ELIGIBILITY

Contractor certifies to the extent of the knowledge of the undersigned, to the County that it has the necessary licensing, certification, training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions. The County is relying upon this representation in entering into this Agreement.

### II. PERSONNEL; PERFORMANCE STANDARDS

**A.** Contractor shall furnish professional personnel in accordance with applicable Federal and State regulations, including the County, and any authorized federal and state agencies. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable laws.

**B.** Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement and shall provide all services in accordance with any applicable laws and regulations incorporated in this Agreement and its Exhibits.

**C.** Contractor shall furnish all facilities, equipment, personnel, labor, and materials necessary to provide the services in accordance with this Agreement unless otherwise provided in the scope of services. For services provided at County's premises, County shall provide Contractor with working space that complies with Occupational Safety and Health Administration (OSHA) regulations, including but not limited to reliable Heating, Ventilation, and Air Conditioning (HVAC) equipment and systems, access to information and personnel as needed in order for Contractor to successfully complete the services specified herein.

**D.** Employment of persons to services who do not possess the required licenses, certifications or permits to provide services under this Agreement shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County, provided that such termination is provided in writing to Contractor and specifying this as the reason for termination.

**E.** Upon written request of the Director, Contractor shall make available to County, a list of the persons who provide services under this Agreement. This list shall state the name, title, professional degree, National Provider Identifier (NPI), if applicable, and work experience of such persons, and copies of all required licenses and certification, if applicable.

### III. RECORDS, RETENTION, REVIEW, ETC.

**A.** Records include: financial and client documentation relating to all services provided directly to County client records as described below and all other physical and electronic records and documents originated or prepared pursuant to Contractor's performance under this Agreement including working papers, reports, financial records and documents of account, patient records, prescription files, and any other documentation directly related pertaining to covered services and other related services for clients; 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. Financial Records**

**1.** Contractor shall maintain financial records, directly related to such County client records and other evidence, sufficient to support all direct and indirect costs of whatever nature that are claimed

## EXHIBIT C – TERMS AND CONDITIONS

to have been incurred in the performance of this Agreement. These may include but are not limited to: complete client service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed, books, accounting procedures and practices, and audit work papers.

**2.** Contractor shall preserve and make available their financial records for a period of ten (10) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.

**a.** If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

**b.** If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten (10) year period, the records shall be retained until completion of the action and resolution of all issues which may arise from it, or until the end of the regular ten (10) year period, whichever is later.

### C. Client Records

**1.** If applicable, Contractor shall maintain adequate client records for each client, in sufficient detail to permit an evaluation of services, which shall include, but not be limited to, the following: admission information including notices of privacy practice, demographic information, consent for treatment, medical history, assessment and diagnostic studies, client plan, records of patient interviews, authorization of use and disclosure of protected health information/ release of information, and records of all services provided. Such records shall also comply with all applicable Federal, State, and County record retention requirements. 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 the clients with access to patient healthcare records in compliance with all applicable Federal, State, and County regulations.

**2.** Minimum time frames for the retention of medical records apply to the electronic version as well as the paper chart, as follows:

**a.** Medical records of clients eighteen (18) years of age and above and emancipated minors shall be retained for at least ten (10) years after final treatment. NOTE: California state's legal requirement is seven (7) years following discharge. The Centers for Medicare and Medicaid Services (CMS) Conditions of Participation requirement is five (5) years after discharge.

**b.** Medical records of emancipated minors shall be retained for one (1) year after the date the minor reaches the age of eighteen (18), but in any case, not less than ten (10) years after the patient has attained the age of eighteen (18) but in no event less than seven (7) years following discharge. The CMS Conditions of Participation requirement is at least one (1) year after the patient has attained the age of eighteen (18) but in no event less than five (5) years after discharge.

**D.** In the event that Contractor ceases to provide the services required by this Agreement due to business closure, Contractor will contact County and make appropriate arrangements for transfer of records. All records shall be made available to the County in an electronic format readable by the County.

**E.** Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records directly related to the services provided under this Agreement to any secure electronic data storage medium. During the term of this Agreement, to the extent required by law, upon reasonable advance request by an authorized representative of County, State and/or Federal

## EXHIBIT C – TERMS AND CONDITIONS

government and at mutually agreeable time during normal business hours at Contractor's place of business or at some other mutually agreeable location to inspect, audit or obtain copies of said records, Contractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records; 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. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

**F.** This section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

### IV. REPORTS AND DELIVERABLES

Contractor shall submit to County the following listed reports. Contractor shall make further reports as may be reasonably requested by Director, the State and/or Federal government concerning Contractor's activities conducted in the performance of the services under this Agreement as they affect the services and obligations required by this Agreement, including any documents, and the data contained therein, required to be created and delivered by Contractor to County (Deliverables) in order by State and/or Federal government for the County to receive funds used for these services under County's State Contract. Deliverables may be used by County, at County's sole cost and expense, for any purpose without any further obligation or liability to Contractor. All Deliverables must be submitted as prescribed by this Agreement or as otherwise reasonably requested by the Director. Deliverables specifically excludes raw data and any underlying records created by Contractor that are not required by State and/or Federal government to be created and delivered by Contractor to County in order for the County to receive funds used for these services. 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.

#### A. Program Reports

**1. Performance Outcome Measures (POM) Report:** (See Exhibit F, Performance Measures of this Agreement)

Contractor shall maintain data and reports of performance outcome measures. Contractor shall make these data and reports available to the County, as specified in Exhibit F, Performance Measures.

**2. Practitioner Information Report:**

- a. *NPI/License List:* Practitioners must obtain a NPI prior to first day of service. A copy of current license and NPI provider registry date printout must be submitted to Yolo County Health and Human Services Agency. Note that the practitioner's legal name must appear on both the current license and NPI printout. The NPI printout may be accessed at: <https://npiregistry.cms.hhs.gov/>
- b. *Practitioner ID Request Form:* A complete Practitioner ID Request Form, which is available on the Yolo County website, must be provided for all personnel for the first month of this Agreement, and thereafter, for new personnel promptly upon hire or changed information.

Each Practitioner ID Request form must be accompanied with a copy of current license and NPI provider registry date printout. Note that the practitioner's legal name must appear on both the current license and NPI printout. The NPI printout may be accessed at <https://npiregistry.cms.hhs.gov/>.

## EXHIBIT C – TERMS AND CONDITIONS

For staff to be classified as Mental Health Rehabilitation Specialists (MHRS), the Practitioner ID Request form must also be accompanied with a completed MHRS application and the staff must meet the minimum regulatory requirements set forth in the California Code of Regulations, 9 CCR 630.

The Practitioner ID Request form and accompanying documentation must be submitted to County for approval prior to first day of services. Submit reports electronically via email to: [HHSQualityManagement@yolocounty.gov](mailto:HHSQualityManagement@yolocounty.gov).

### B. Other Annual Reports

1. Equipment Report (See Section IX., below)

2. Certified Audited Financial Reports

Annual financial statements for Contractor's University of California, are prepared and audited on a consolidated basis including all campus locations. The audited financial statements are included in the University of California's Annual Financial Reports and are available on the [Reporting Transparency](http://reportingtransparency.universityofcalifornia.edu/) website (<http://reportingtransparency.universityofcalifornia.edu/>).

3. Fiscal Year-End Cost Report: due to DHCS no later than December 31 following the close of the fiscal year, in accordance with applicable federal and state laws, regulations, and DHCS-issued guidelines.

4. Annual Training Report: Contractor shall summarize all training provided to Contractor's staff and all outreach training performed by Contractor's staff. Due by July 31 following the completion of each fiscal year.

5. Aggregated Staff and Volunteer Ethnicity Survey: Contractor will submit County provided Individual Staff and Volunteer Ethnicity Survey form. Due by November 30 following the completion of each fiscal year.

All annual reports, with the exception of Certified Audited Financial Reports, shall be submitted electronically via email to: [HHSQualityManagement@yolocounty.gov](mailto:HHSQualityManagement@yolocounty.gov).

Submit Certified Audited Financial Reports via mail:

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

### V. AUDITS

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 and the State Contract (to the extent applicable to the services provided under this Agreement), Contractor shall allow the County, the Auditor General, and any other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's performance under this Agreement; 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 allow such inspection, evaluation and audit of its records, documents and facilities, for ten (10) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below; provided, however, nothing in the foregoing shall confer a right to

## EXHIBIT C – TERMS AND CONDITIONS

review confidential or proprietary information of Contractor to which the auditing party doesn't have an independent legal right to access. (Records are defined in Section III(A) of this Exhibit.)

**1.** If this Agreement is completely or partially terminated, all books, records, and facilities maintained by Contractor related to goods and/or services provided and claims made pursuant to this Agreement available for inspection, examination, and copying shall be made available for a period of five (5) years from the date of any resulting final settlement.

**2.** If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten (10) year period, all books, records, and facilities maintained by Contractor related to goods and/or services provided and claims made pursuant to this Agreement available for inspection, examination, and copying shall be made available until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten (10) year period, whichever is later.

**C.** Any failure or refusal by Contractor to permit access to such records by the County, California Department of HealthCare Services, U.S. Department of Health and Human Services, the Office of the Inspector General, the Comptroller General of the United States, and any other authorized federal and state agencies, or their duly authorized designees, as otherwise provided by this Agreement, State and/or Federal laws and regulations, shall constitute an express and immediate breach of this Agreement; 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.

**D.** To the extent applicable to the services provided under this Agreement, Contractor shall also be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7.)

**E.** To the extent applicable to the services provided under this Agreement, Contractor shall comply with the Single Audit Act and the audit reporting requirements set forth in Title 2, Code of Federal Regulations Part 200 and Title 45 Code of Federal Regulations part 75. The MHBG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. Contractor shall also be subject to the examination and audit of the Auditor General for a period of ten (10) years after final payment under this Agreement (Calif. Govt. Code, Section 8546.7).

**F.** During the term of this Agreement, Contractor must repay the County for any disallowed costs, which shall not be unreasonable, identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within forty-five (45) days of receipt of written notice from County that the costs have been disallowed. Contractor may submit a written appeal to a disallowance to HHS 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.

**G.** This section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

**H.** 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

## EXHIBIT C – TERMS AND CONDITIONS

“UNIVERSITY OF CALIFORNIA”.

### VI. PROGRAM EVALUATION

**A.** Contractor shall establish and maintain systems to review the quality and appropriateness of services rendered pursuant to this Agreement in accordance with applicable federal, state and county laws, regulations, and directives.

**B.** During the term of this Agreement and upon reasonable advance notice and at a mutually agreed upon time during normal business hours, Contractor shall permit, at any reasonable time, County, state and/or federal government personnel designated by the Director to enter Contractor’s premises for the purpose of making periodic inspections (including, but not limited to, examining and auditing records) to determine the fiscal and clinical quality, appropriateness and effectiveness of the services being rendered under this Agreement; however, nothing in the foregoing shall confer a right to review confidential or proprietary information of Contractor to which the inspecting party doesn’t have an independent legal right to access. Contractor shall furnish the Director with such information as may be required to evaluate fiscal and clinical quality, appropriateness and effectiveness of the services being rendered.

**C.** During the term of this Agreement, should a clinical review, program evaluation or chart review by the County, state and/or federal government identify billed units of service or goods and/or services that are determined disallowable and provided pursuant to this Agreement, the Contractor shall repay County within forty-five (45) days of receipt of written notice from County for any amount determined disallowable. 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.

**D.** Method of repayment is detailed in Exhibit B, Terms of Payment.

### VII. CULTURAL COMPETENCY

**A.** Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals which enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.

**B.** Contractor recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing medically necessary specialty behavioral health, substance abuse, and co-occurring disorder services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective.

**C.** Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health, substance abuse, and co-occurring disorder services.

**D.** Contractor shall provide cultural competency training on an annual basis to staff providing mental health services. This training shall address the ethnic, cultural, and language needs of clients. Training can be provided by County on a space available basis or obtained by Contractor from an independent

## EXHIBIT C – TERMS AND CONDITIONS

source(s). Contractor shall provide the County with documentation of the cultural competency trainings by submitting the required reports as outlined in Section IV. of this Exhibit.

**E.** Contractor may implement practices and protocols that are inclusive and responsive to the needs of diverse cultural populations, including Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (LGBTQ) individuals, families and communities.

**F.** Contractor shall adopt the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care to improve health care quality and advance health equity. Refer to <http://minorityhealth.hhs.gov> (US Department of Health and Human Services Office of Minority Health).

### VIII. CONFIDENTIALITY, PRIVACY AND SECURITY

**A.** During the term of this Agreement, Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with:

**1.** all applicable laws and regulations regarding the confidentiality of client information, including but not limited to California Welfare and Institutions Code sections 5328 et seq., 10850, and 14100 et seq., United States Code Title 42, section 1320d, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the HIPAA Omnibus Rule, Code of Federal Regulations, Title 45, Parts 160 and 164, and its implementing regulations, and the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, United States Code, Title 42 section 290dd-2 and Code of Federal Regulations, Title 42, Part 2 (Part 2 Regulations); and California Health and Safety Code section 11845.5; and

**2.** any additional applicable laws and regulations pertaining to confidentiality of client information that the County, or authorized state and/or federal government shall so specify; and

**3.** the privacy and security requirements of Exhibit E, HIPAA Compliance, attached hereto.

**B.** The Parties agree that the exchange of information will only be for the purpose of performing services under this Agreement, including promoting the best interests of HHSA’s clients and program administration.

**C.** County and Contractor will maintain their own confidentiality policies and guidelines to review and follow. The location of those guidelines shall be known to all employees in all work locations or in accordance with their own confidentiality policies and procedures. The Contractor and County agree to inform all of the employees, agents and subcontractors who are performing the services under this Agreement of the confidentiality provisions herein, including that intentionally violating the provisions of applicable State and Federal laws may be punishable as a misdemeanor.

**D.** In the event that Contractor receives a request or subpoena to provide Confidential Information (as such term is defined below) regarding the services provided under this Agreement, Contractor will notify the HHSA Director within five (5) business days by telephone at (530) 661-2945, or by email at [HHSACONTRACTS@Yolocounty.gov](mailto:HHSACONTRACTS@Yolocounty.gov). During the term of this Agreement and for a period of three (3) years after termination or expiration hereof, Contractor shall use its reasonable efforts, consistent with its established policies and procedures, to protect the confidentiality of any information furnished to it by County in connection with this Agreement and expressly designated by County, in writing, as confidential (“Confidential Information”). Upon completion or termination of this Agreement Contractor shall, upon request, destroy or return to County all such Confidential Information. If County receives confidential or proprietary information from Contractor, County shall use the same level of care, but in no event less than reasonable care, to protect Contractor confidential information as it uses to protect its own Confidential Information and County shall not disclose Contractor’s confidential

## EXHIBIT C – TERMS AND CONDITIONS

information. Contractor shall have no obligation to protect the confidentiality of any information that: (a) is in the public domain through no fault of Contractor; (b) is received by Contractor from a third party under no obligation of confidentiality to County; (c) is required by law, legal process, subpoena, warrant, or court order to be disclosed; (d) was known by Contractor prior to the time of first disclosure by County; or (e) is independently developed by Contractor. County understands that Contractor is a public institution and that any Confidential Information received by Contractor from County may be subject to disclosure under the California Public Records Act (California Government Code Sections 6250 *et seq.*).

### **IX. OWNERSHIP OF DOCUMENTS/ WORK PRODUCTS AND EQUIPMENT**

**INTENTIONALLY OMITTED. See Section IV. Reports and Deliverables**

### **X. DISPUTES**

Should a dispute arise between the Contractor and the County relating to performance under this Agreement other than disputes governed by a dispute resolution process in Chapter 11 of Division 1, Title 9, California Code of Regulations (CCR), the Contractor shall, prior to exercising any other remedy which may be available, provide the County with written notice of the particulars of the dispute within thirty (30) calendar days of the incident. Upon receipt of the written notice, the County shall meet with the Contractor, review the facts in the dispute, and recommend a means of resolving the dispute. Final written response to the Contractor will be provided within thirty (30) days of receipt of the Contractor's original written notice.

### **XI. TERMINATION**

**A.** Either party may terminate this Agreement at any time for any reason or no reason by providing ninety (90) days written notice to the other party.

**B.** Should either party fail to substantially perform its obligations in accordance with this Agreement, 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 Agreement. 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 Agreement upon not less than thirty (30) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

**C.** This Agreement is subject to the County, the State 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 the State and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving thirty (30) days advance written notice thereof to the Contractor; provided however that County shall pay Contractor for all services rendered and obligations incurred under the Agreement that cannot reasonably be terminated immediately upon notice of termination up to the date of termination of this Agreement, regardless of the reason for termination.. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director that cannot reasonably be terminated up to the date of termination and for which funds have appropriated as required by law.

## EXHIBIT C – TERMS AND CONDITIONS

**D.** If Contractor, or any of its officers, agents, employees, contractors, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving thirty (30) days advance written notice thereof to the Contractor.

**E.** Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all Deliverables.

### **XII. APPLICABLE LAWS**

**A.** In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws (including but not limited to all applicable Federal, State and County letters and notices which set policy and/or provide guidelines for policy and/or performance). This Agreement is also subject to any additional applicable restrictions or conditions that may be imposed upon the County by the Federal or State government applicable to the services conducted in the performance of the services under this Agreement.

**B.** This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the 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.

### **XIII. NON-DISCRIMINATION IN SERVICES AND BENEFITS**

Contractor certifies that the services provided under this Agreement shall be 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 and State laws and regulations. For the purpose of this Agreement, 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 Agreement; 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.

### **XIV. INDEMNIFICATION**

**A.** Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

**B.** 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.

**C.** To the extent allowable and reasonable, Contractor shall make itself and any employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to the state at no cost to the state to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the state, its directors, officers, or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Contractor

## EXHIBIT C – TERMS AND CONDITIONS

in relation to this Agreement, except where Contractor or its employee, or agent is a named adverse party.

**D.** Any subcontractor must agree to be bound to the County in the same manner and to the same extent as Contractor is bound to the County under this Agreement. Any subcontractors must further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work.

### XV. INSURANCE

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.

### XVI. 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 Contractor at their respective addresses as follows:

**Contractor:** The Regents of the University of California, on behalf of UC  
Davis Health  
Attn: UC Davis Health Contracts  
Health Administrative Services Building  
10850 White Rock Road  
Rancho Cordova, CA 95670  
(Reference Agreement No. 007532)

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

**Contractor:** Contracts Unit: [HS-HealthAffairsContracts@ucdavis.edu](mailto:HS-HealthAffairsContracts@ucdavis.edu)  
(Reference Agreement No. 007532)

Operational: Timothy Weber, Finance Manager,  
UC Davis Department of Psychiatry & Behavioral Sciences  
[tjweber@ucdavis.edu](mailto:tjweber@ucdavis.edu)

**County:** Contracts Unit: [HHSAContracts@yolocounty.gov](mailto:HHSAContracts@yolocounty.gov)  
Contract Administrator: [Mary.Yung@yolocounty.gov](mailto:Mary.Yung@yolocounty.gov)

**C.** Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

## EXHIBIT C – TERMS AND CONDITIONS

**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.

### **XVII. ASSIGNMENT**

No party to this Agreement may assign the Agreement, assign rights under the Agreement, or delegate duties under the Agreement without the prior written consent of the other party hereto. Except as specifically provided in this Agreement, any attempted assignment or delegation of a party's rights, claims, privileges, duties or obligations hereunder shall be null and void. Nothing in this Agreement shall be construed as limiting the rights of either party to contract with other persons or entities on a limited or general basis.

### **XVIII. STATUS OF CONTRACTOR**

**A.** It is understood and agreed by all the Parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement to the degree determined by final arbitration, court decision or agreement of the parties to be proportionate to Contractor's liability.

**B.** It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

### **XIX. FEDERAL/STATE DEBARMENT/EXCLUSIONS**

Each Party represents that neither it nor its employees or agents providing services under this Agreement is excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or TRICARE programs (<https://exclusions.oig.hhs.gov/>) and the System for Award Management (<https://www.sam.gov>).

### **XX. DEBARMENT AND SUSPENSION CERTIFICATION**

**A.** By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

**B.** Contractor certifies that neither it nor any of its employees or agents performing any of the Services is debarred, or convicted of a felony or misdemeanor upon which the Secretary of Health and Human Services (HHS) may lawfully debar entities and individuals, pursuant to section 306 of the United States Food Drug and Cosmetics Act, 21 U.S.C. § 335a. Contractor will immediately notify County if Contractor becomes aware of, it, or any of its employees or agents performing any of Services, becoming debarred or convicted of a felony or misdemeanor upon which HHS may lawfully debar entities or individuals during the term.

### **XXI. FALSE CLAIMS**

**A.** Contractor acknowledges that the California False Claims Act (Cal. Govt Code §§ 12650 et seq) and the Federal False Claims Act (31 U.S.C Chapter 38--Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

## EXHIBIT C – TERMS AND CONDITIONS

**B.** Contractor and its employees, and agents shall read, acknowledge receipt of, and comply with all provisions of the County’s applicable policies and procedures designed to detect and prevent fraud, waste, and abuse in the provision of medical assistance, in accordance with 42 USC 1396(a) (68) (section 6032 of the Deficit Reduction Act and the Federal False Claims Act (31 U.S.C. §§3729-3733); provided that County provides such applicable policies and procedures to Contractor. Failure to comply with any of these applicable policies and procedures is a material breach of this Agreement and grounds for termination for cause.

**C.** Contractor shall certify, on an annual basis that it, and all of its employees, and agents have read and understand the County’s applicable policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance, as referenced above. This certification shall be submitted with the provider’s annual cost report. In addition, at the time Contractor hires a new employee, or agent to provide the Services under this Agreement, Contractor will certify that individual has read and understands the County’s applicable policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance.

### **XXII. COVENANTS AND CONDITIONS**

Where there is a doubt as to whether a provision of this Agreement is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor 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 Agreement. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

### **XXIII. THIRD PARTY RIGHTS**

Except where specifically stated otherwise in this Agreement, the promises in this Agreement benefit the County and Contractor 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 Agreement, 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.

### **XXIV. AMENDMENT**

This Agreement may be amended only by written instrument signed by the County and Contractor; provided, however, that the County may unilaterally amend this Agreement, in whole or in part, as needed to align terms with any applicable state and federal laws, regulations, and contractual obligations set forth in the State Contract(s), to the extent applicable to the Contractor’s services provided under this Agreement; provided that the County provides written notice to Contractor detailing the updated terms. See Section IV. of the Agreement regarding specific amendment authority and County authority to exercise optional extensions.

### **XXV. WAIVER**

The waiver by a party or the failure of a party to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement 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 Agreement.

## **EXHIBIT C – TERMS AND CONDITIONS**

### **XXVI. AUTHORIZED REPRESENTATIVE**

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

### **XXVII. PUBLIC RECORDS ACT**

Upon its execution, this Agreement (including all Exhibits and Attachments) shall be subject to disclosure pursuant to the California Public Records Act.

**EXHIBIT D – CONTRACT BUDGET**

<b>The Regents of the University of California</b>		
<b>EDAPT (FEP) Services</b>		
	Cost Items	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$223,286
	b. Indirect/Overhead/Administration*	\$66,986
2	Operating	\$4,228
3	Direct to Clients	\$0
4	<b>Total</b>	<b>\$294,500</b>

\*Administrative/indirect costs shall not exceed thirty percent (30%) of personnel costs calculated based on salaries, wages, benefits and taxes per fiscal year.

<b>The Regents of the University of California</b>		
<b>EDAPT (FEP) Services</b>		
	Cost Items	Optional Extensions July 1 <sup>st</sup> through June 30 <sup>th</sup>
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$223,286
	b. Indirect/Overhead/Administration*	\$66,986
2	Operating	\$4,228
3	Direct to Clients	\$0
4	<b>Total</b>	<b>\$294,500</b>

\*Administrative/indirect costs shall not exceed thirty percent (30%) of personnel costs calculated based on salaries, wages, benefits and taxes per fiscal year.

## EXHIBIT E – HIPAA COMPLIANCE

- I. The County and Contractor shall protect the privacy and provide for the security of protected health information (“PHI”) pursuant to the Contract 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 (“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 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 section 164.304 or breach of unsecured PHI as defined by 45 CFR section 164.402.
- II. Pursuant to HIPAA and the other Privacy Laws, as set forth in, but not limited to, 45 CFR sections 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. Contractor shall report, as soon as reasonably practicable, five (5) business days for security incidents, as defined in 45 CFR section 164.304, and one within s five (5) business days for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations to:
  - A. Yolo County Risk Manager/Safety Officer at [Risk.Mgmt@yolocounty.gov](mailto:Risk.Mgmt@yolocounty.gov); and
  - B. Lee Gerney, Yolo County Chief Technology Officer, Information Security Officer- at [lee.gerney@yolocounty.gov](mailto:lee.gerney@yolocounty.gov); and
  - C. Charles Egbert, HHS Privacy Officer at [Charles.Egbert@yolocounty.gov](mailto:Charles.Egbert@yolocounty.gov); and
  - D. Katherine Barrett, HHS Behavioral Health Compliance Officer at [HHS.BHCompliance@yolocounty.gov](mailto:HHS.BHCompliance@yolocounty.gov).
- IV. The provisions of this **Exhibit E, HIPAA Compliance**, shall survive the termination, expiration, or cancellation of this Agreement.

**EXHIBIT F – PERFORMANCE MEASURES**

University of California Davis Early Psychosis Program, EDAPT		The Regents of the University of California
<b>Program Purpose</b>	<ul style="list-style-type: none"> <li>To improve life skills, functioning and overall quality for TAY individuals experiencing first episode psychosis to increase community members’ knowledge about first episode psychosis</li> </ul>	
<b>Program Description</b>	<p>Yolo County is contracting with the University of California Davis Early Psychosis Program, EDAPT to serve Transition Age Youth (TAY) ages 15 – 30, who are the most at risk for chronic homelessness, repeat hospitalizations and incarceration due to the severity of their illness. The mission of EDAPT is to bring hope and wellness to individuals and families who are struggling with psychosis. To reduce stigma and increase help-seeking, there is an education component addressing the nature of mental disorders and the positive impact of early intervention. The program staff’s unique training and expertise in cutting-edge assessment techniques allow for identification of at-risk individuals early in their illness. The team provides comprehensive evidence-based treatment, focusing on consumer self-determination and family support on the path toward recovery.</p> <p>The EDAPT program has a strong and diverse interdisciplinary team of physicians, clinicians, support staff, consumer and family advocates with unique expertise in state of the art assessments and evidence based practices for early identification and intervention for psychotic disorders. The team will provide basic and comprehensive screenings, referral coordination, comprehensive clinical and psychiatric evaluations to include record review, direct assessment, report writing, and feedback to client/family and clinical team. EDAPT will complete a clinical evaluation to determine if a client meets criteria for FEP services. If the FEP criteria are met, the client will have a comprehensive psychiatric evaluation and the EDAPT team provide the full array of EDAPT services to the client. The services provided by by an individual’s treatment plan will be, but not limited to the following: on-going medication management, clinical therapeutic services, rehabilitative services, and case management. EDAPT will also provide general community-based education sessions for Yolo County families, caregivers, residents and HHS staff. Training topics will include Community Outreach, Understanding Psychosis, Assessments, Treatment, and Medication.</p>	
<b>PM1: How much did we do?</b>		
<b>1.1</b>	<p># of trainings in community outreach provided by UCD EDAPT to community members.</p> <p><b>Goal-</b> two (2) training in community outreach provided by UCD EDAPT to community members.</p>	
<b>Continued on next page</b>		

**EXHIBIT F – PERFORMANCE MEASURES**

<b>PM1: How much did we do? (cont.)</b>	
<b>1.2</b>	# of comprehensive trainings for Yolo County HHSA staff. <b>Goal-</b> one (1) comprehensive training for Yolo County HHSA staff.
<b>1.3</b>	# of completed basics screenings and referral coordination. <b>Goal-</b> twelve (12) completed basics screenings and referral coordination.
<b>1.4</b>	# of completed comprehensive phone screenings. <b>Goal-</b> twelve (12) comprehensive phone screenings.
<b>1.5</b>	# of completed comprehensive clinical evaluations. <b>Goal-</b> eight (8) completed comprehensive clinical evaluations
<b>1.6</b>	# of completed comprehensive psychiatric evaluations. <b>Goal-</b> eight (8) completed comprehensive psychiatric evaluations
<b>PM2: How well did we do it?</b>	
<b>2.1</b>	% of Yolo County beneficiaries who participate in clinical services provided by EDAPT, remain in clinical services until treatment goals are met. <b>Goal-</b> At least 80%
<b>2.2</b>	# of provider changes during clinical services. <b>Goal-</b> Less than 2 provider changes over a 1-year treatment period.
<b>PM3: Is anyone better off?</b>	
<b>3.1</b>	# new coping strategies learned to help manage symptoms of psychosis self-reported on a participant survey by Yolo County TAY FEP Program participants <b>Goal-</b> 1-2 new coping strategies learned to help manage symptoms of psychosis self-reported on a participant survey by Yolo County TAY FEP Program participants
<b>3.2</b>	% of clients who remain out of a higher level of care (psychiatric hospitalization) during their treatment time with EDAPT. <b>Goal-</b> 75%

**A.** Contractor shall track, maintain, and report data regarding the performance measures described above. Contractor shall report the data to the County in the format specified by the County on the following schedule:

Semi-annually:

January 1-June 30- due by July 30<sup>th</sup>

July 1- December 31- due by January 31<sup>st</sup>

**B.** Contractor shall submit the Performance Measures electronically via email to: CYFBHRBA@yolocounty.gov.

## EXHIBIT G – CONTRACTOR CONFIDENTIALITY CERTIFICATION

By signing this Agreement, Contractor certifies its understanding and assurance of compliance with the following:

- A.** Contractor understands that the County via the Yolo County Health and Human Services Agency (HHSA) provides sensitive services and other services to Clients that are protected by applicable State and Federal privacy and confidentiality laws and regulations with respect to the handling of personally identifiable patient information (Patient Information).
- B.** If, in the course of the provision of services under this Agreement, Contractor obtains any Patient Information, including seeing or overhearing any Patient Information about a current or former HHSA Client, such Patient Information is to be treated as confidential. This includes the fact that a Client has visited an HHSA office or receives (or previously received) services from HHSA. Failure to keep such Patient Information confidential may be punishable as a misdemeanor crime pursuant to applicable State and Federal privacy and confidentiality laws and regulations.
- C.** Contractor agrees to inform its officers, agents, and employees, involved in the performance of services under this Agreement of these Patient Information requirements.

## EXHIBIT H

### BUSINESS ASSOCIATE AGREEMENT ADDENDUM

#### RECITALS

- A. The purpose of this Business Associate Agreement Addendum (this Addendum) is for 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) to comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the HIPAA Omnibus Rule, 45 CFR Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA Regulations) and other applicable privacy and security laws. This Addendum applies to the “Business Associate” (as such term is defined under 45 C.F.R. § 160.103) functions Contractor will perform on behalf of the County (Services) identified in Exhibit A, Scope of Work, of the Underlying Agreement (as such term is defined below).
- 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 Code of Federal Regulations, subtitle A, subchapter C, parts 160 and 164. All section references in this Addendum are to Title 45 of the Code of Federal Regulations unless otherwise specified.
- (a) Business Associate. “Business Associate” shall mean Contractor with whom the County is contracting with for Services.
- (b) Underlying Agreement. “Underlying Agreement” shall mean the Agreement for Mental Health Services and Training, under Contractor Agreement No. 25-84 and Contractor Agreement No. 007532, executed between the County and the Business Associate, to which this Addendum is attached and incorporated.
- (c) Covered Entity. “Covered Entity” shall mean the covered components of the County hybrid entity which are subject to the standards for privacy and security of Title 45, Code of Federal Regulations, 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:

- Permitted Uses and Disclosures by Business Associate.

Pursuant to the Underlying Agreement, Business Associate will provide the Services delineated in Exhibit A, Scope of Work, of the Underlying Agreement 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.

Except as otherwise specified herein, Business Associate will be given access to the County’s Electronic Health Record and Practice Management System (AVATAR). Such access will be granted to specific individuals by named user accounts/logons and user roles, upon completion of the County’s AVATAR Practitioner ID enrollment process. Business Associate agrees to abide by all County policies and procedures regarding AVATAR to the extent applicable to Business Associate’s Services under the Underlying Agreement. Business Associate may only access Avatar and make use of it in order to perform its obligations under the Underlying Agreement between the parties.

## EXHIBIT H

As otherwise limited in this Addendum and the Underlying Agreement, 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 Agreement, 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 minimum amount necessary for Business Associate to perform its obligations pursuant to the Underlying Agreement.

2. Obligations and Activities of Business Associate.

Business Associate shall:

(a) Not use or disclose Protected Health Information (PHI), or Electronic Protected Health Information (EPHI) disclosed, 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, Code of Federal Regulations, 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 Agreement.

(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 Agreement, cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the subcontract or other agreement, if applicable.

(d) Report, as soon as reasonably practicable, and within twenty-four (24) hours for breaches involving Social Security Numbers and within five (5) business days for all other security breaches as defined in 45 CFR §164.304, and for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations, to:

(i) Yolo County Privacy Officer-Risk Manager/Safety Officer at [Risk.Mgmt@yolocounty.gov](mailto:Risk.Mgmt@yolocounty.gov), and

(ii) Lee Gerney, County's Information Security Officer-Chief Technology Officer at [Lee.Gerney@yolocounty.gov](mailto:Lee.Gerney@yolocounty.gov), and

(iii) Charles Egbert, HHS Privacy Officer at [Charles.Egbert@yolocounty.gov](mailto:Charles.Egbert@yolocounty.gov); and

(iv) Katherine Barrett, HHS Behavioral Health Compliance Officer at [HHS.BHCompliance@yolocounty.gov](mailto:HHS.BHCompliance@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 Breach; 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 Agreement or any applicable 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 pursuant to the Underlying Agreement, agrees to the same restrictions and conditions that apply through this Addendum and the Underlying Agreement to Business Associate with respect to such information.

(f) Provide access, at the reasonable 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 reasonable amendment(s) to PHI and EPHI in a designated record set that the

## EXHIBIT H

Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an individual, and in the reasonable 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 pursuant to the Underlying Agreement available to the 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 reasonable time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary 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 reasonable 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 the Covered Entity pursuant to the Underlying Agreement, 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, Code of Federal Regulations, 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 than 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.

(o) 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 the 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 the 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.

(p) Business Associate will comply with any reasonable policies and procedures (to the extent applicable to the Services) 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

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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.

(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. Business Associate may use or disclose the PHI for data aggregation or management and administrative activities of Business Associate as necessary to fulfill the terms of the Underlying 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 Agreement insofar as they relate to the term and termination of the Underlying Agreement.

(a) Term. The provisions of this Addendum shall be effective as of the Effective Date of the Underlying Agreement 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 pursuant to the Underlying Agreement, 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 the County's knowledge of a material breach by Business Associate of the provisions of this Addendum, the County may terminate this Addendum and the Underlying Agreement 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 Agreement, 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 pursuant to the Underlying Agreement. 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 used to fulfill obligations under the Underlying Agreement, are or will be appropriately informed of the terms of this Addendum and are under legal obligation to fully comply with all provisions of

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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 Agreement, regardless of reason.

(c) No Third Party Beneficiaries. Nothing express or implied in the Underlying Agreement 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, or by a recognized international courier. Notices will be sent to the addresses set forth above in the Terms and Conditions, Exhibit C, Terms and Conditions of the Underlying Agreement, 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.

(e) Amendment. The Parties agree to take such action as is necessary to amend this Addendum and the Underlying Agreement from time to time as is necessary for Covered Entity to comply with HIPAA, the HITECH Act, HIPAA Regulations, and other applicable privacy and security laws.

(f) Interpretation. Any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit Covered Entity to comply with to comply with the requirements of HIPAA, the HITECH Act, HIPAA Regulations, and other applicable privacy and security laws.

(g) Binding Effect. This Agreement shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.

(h) Severability. Should any provision of this Agreement be found unenforceable, it shall be deemed severable and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.