

SANTA ROSA COMMUNITY HEALTH CENTERS

Agreement to Provide

MENTAL HEALTH SERVICES ACT (MHSA) INNOVATIONS GRANT SERVICES – COLLABORATIVE CARE ENHANCED RECOVERY PROJECT (CCERP)

Funding Amount: **\$480,273.00**

Term: **09/01/2021 to 08/31/2024**

Agreement Number: AA-SRCHC-MHSAI-2124

Funding Source: Mental Health Services Act

AGREEMENT FOR PROVISION OF SERVICES

This agreement ("Agreement"), dated as of September 1, 2021 ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Santa Rosa Community Health Centers, a California non-profit Corporation (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is duly qualified by reason of training, experience, equipment, organization, staffing, and facilities to provide the services contemplated by this Agreement and is experienced in serving patients with depression; and

WHEREAS, the County's Human Services Department, in partnership with Contractor, was awarded a Mental Health Services Act (MHSA) Innovations Grant in late May 2021 for the Collaborative Care Enhanced Recovery Project (CCERP) - Advancing Older Adult Depression Care through Extended Supportive Services; and

WHEREAS, in the judgment of the Board of Supervisors and the Human Services Department, it is necessary and desirable to employ the services of Contractor to partner with the Human Services Department's Adult & Aging Services Division to implement the CCERP;

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

AGREEMENT

1. Scope of Services.

1.1. Contract Documents. The following documents, if checked, and the provisions set forth therein are attached hereto and incorporated herein, and shall be dutifully performed according to the terms of this agreement:

☒ **Exhibit A: Scope of Work**

☒ **Exhibit C: Insurance Requirements**

☐ **Exhibit E: Additional Federal Requirements**

☒ **Exhibit G: Media Communications**

☐ **Exhibit I: Data System Requirements**

☒ **Exhibit K: MHSA Innovations Grant
- Schedules A and C**

☒ **Exhibit B: Fiscal Provisions/Budget**

☐ **Exhibit D: Assurance of Compliance**

☒ **Exhibit F: Professional
Licensure/Certification**

☐ **Exhibit H: Accessibility**

☐ **Exhibit J: Adverse Actions / Complaint
Procedures**

☒ **Exhibit L: Business Associate Addendum**

1.2. Contractor's Specified Services. Contractor shall perform the services described in "Exhibit A: Scope of Work" (hereinafter "Exhibit A"), attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in Exhibit A and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.3. Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.4. Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.5. Assigned Personnel.

1.5.1. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.

1.5.2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

1.5.3. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on a cost reimbursement basis in accordance with the budget set forth in "Exhibit B: Fiscal Provisions/Budget" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed Four Hundred Eighty Thousand, Two Hundred Seventy-Three Dollars (\$480,273.00), without the prior written

approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

2.1. Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

2.2. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

2.2.1. If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement.

The term of this Agreement shall be from 09/01/2021 to 08/31/2024 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1. Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days written notice to Contractor.

4.2. Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3. Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state or federal agency or other funder reduces, withholds, terminates or funds are not made available for which the County anticipated using to pay Contractor for services provided under this Agreement or (2) County has exhausted all funds legally available for payments due to become due under this Agreement.

4.4. Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Article 9.17 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.5. Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Article 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.6. Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or the Director of the Human Services Department, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification.

Contractor agrees to accept responsibility for loss or damage to any person or entity, including County, and to defend, indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its agents, employees, contractors, subcontractors, or invitees hereunder, whether or not there is concurrent negligence on County's part, but, to the extent required by law, excluding liability due to County's conduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

6. Insurance.

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in "Exhibit C: Insurance Requirements" (hereinafter "Exhibit C"), which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work.

The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if

the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1. Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2. Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. Subcontractors. No performance of this Agreement or any portion thereof, may be assigned or subcontracted without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the County shall be invalid and shall constitute a breach of this Agreement.

9.3.1. In the event the Contractor is allowed to subcontract, the County shall look to the Contractor for results of its subcontracts. The Contractor agrees to be responsible for all the subcontractor's acts and omissions to the same extent as if the subcontractors were employees of the Contractor. No subcontracts shall alter in any way any legal responsibility of the Contractor to the County. Whenever the Contractor is

authorized to subcontract or assign, the terms of this Agreement shall prevail over those of any such subcontract or assignment.

9.4. No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

9.5. Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.6. Records Maintenance. Contractor shall keep and maintain full and complete program, client, and statistical documentation and financial records, subcontracts and other records concerning all services performed that are compensable under this Agreement and shall make such documents and records available at County's request for inspection at any reasonable time.

9.6.1. In compliance with 45 CFR 74.53: Retention and Access Requirements for Records, Contractor shall retain all records pertinent to this Agreement, including financial, statistical, property, and participant records and supporting documentation for a period of four (4) years from the date of final payment of this Agreement. If, at the end of four years, there is ongoing litigation or an outstanding audit involving those records, Contractor shall retain the records until resolution of the litigation or audit.

9.7. Monitoring, Assessment & Evaluation. Authorized federal, state and/or county representatives shall have, with advance notice and during normal business hours, the right to monitor, assess, evaluate, audit, and examine all administrative, financial and program performance activities and records of Contractor and its subcontractors pursuant to this Agreement. Said monitoring, assessment, evaluation, audit and examination may include, but is not limited to, administrative, financial, statistical, data and procurement processes, inspections of project premises, inspection of food preparation sites as appropriate, interviews of program staff and participants, and examination and/or duplication of records with respect to all matters covered by this Agreement. Contractor shall cooperate with County in this process and shall make program and administrative staff available during any monitoring, assessment, evaluation, audit or examination.

9.8. Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants

that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.9. Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies – including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.10. Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment practices and in delivery of services because of race, color, ancestry, national origin (including limited English proficiency), religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender status, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding, sex stereotyping), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.10.1. Contractor understands and agrees that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination or otherwise defeating the objectives of the applicable and aforementioned laws will be prohibited.

9.10.2. Contractor shall provide County with a copy of their Equal Employment Opportunity and Affirmative Action policies upon request.

9.10.3. Contractor and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9.10.4. Any and all subcontracts to perform work under this Agreement shall include the nondiscrimination and compliance provisions of this article.

9.11. AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.12. Confidentiality. Contractor agrees to maintain the confidentiality of all client information in accordance with all applicable state and federal laws and regulations, including the requirement to implement reasonable and appropriate administrative,

physical, and technical safeguards to protect all confidential information. Contractor shall be in compliance with all State and Federal regulations pertaining to the privacy and security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI").

9.12.1. Contractor agrees to comply with the provisions of 45 Code of Federal Regulations 205.50, Section 10850 of the Welfare and Institutions Code, and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that all records are confidential, and will not be open to examination for any purpose not directly connected with the administration of any public social services program.

Contractor, and each of its employees, agents, contractors and subcontractors, shall fully comply and ensure compliance relative to the services provided hereunder with all applicable laws regarding the confidentiality of PHI, including but not limited to, the regulations under the Health Information Portability and Accountability Act (hereinafter "HIPAA") and the Health Information Technology for Economic and Clinical Health Act (hereinafter "HITECH Act") as set forth in the HIPAA Business Associate Addendum in Exhibit L, attached hereto and incorporated herein by this reference.

9.12.2. Contractor shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. The Contractor shall not use such information for any purpose not directly connected with the administration of the services provided herein. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client in writing, any such information to anyone other than the County without prior written authorization from the County. "Personal identifying information" shall include, but not be limited to: name, identifying number, social security number, state driver's license or state identification number, financial account numbers, and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

9.12.3. No person will publish, disclose or use or permit or cause to be published, disclosed or used any confidential information pertaining to an applicant, recipient, or client.

9.12.4. Contractor agrees to inform all employees, agents and partners of the provisions and that any person knowingly and intentionally violating the provisions of this Article may be guilty of a misdemeanor.

9.12.5. Contractor understands and agrees that this Article shall survive any termination or expiration of this Agreement in accordance with 9.6 above.

9.13. Information Security. In addition to any other provisions of this Agreement, all parties to this Agreement shall be responsible for ensuring that electronic media containing confidential and sensitive client data is protected from unauthorized access. Contractor agrees that any security incidents or breaches of unsecured PHI, PII or other confidential information will be immediately reported to the County.

9.13.1. Contractor shall ensure that all computer workstations, laptops, tablets, smart-phones and other devices used to store and transmit confidential client

data and information are: 1) physically located in areas not freely accessible to or in open view of persons not authorized to have access to confidential data and information, 2) protected by unique secure passwords, and 3) configured to automatically lock or timeout after no more than 30 minutes of inactivity. Contractor shall ensure that users of such computing devices log off or lock their device before leaving it unattended or when done with a session.

9.13.2. Contractor shall encrypt all confidential client data, whether for storage or transmission on portable and non-portable computing and storage devices using non-proprietary, secure, generally-available encryption software. Proprietary encryption algorithms will not be acceptable. Such devices shall include, but not be limited to, desktop, laptop or notebook computers, optical or magnetic drives, flash or jump drives, and wireless devices such as cellular phones and other handheld computing devices with data storage capability.

9.13.3. Contractor shall ensure all electronic transmission of confidential client data sent outside a secure private network or secure electronic device via email, either in the body of the email or in an attachment, or sent by other file transfer methods is sent via an encrypted method.

9.13.4. Contractor shall apply security patches and upgrades in a timely manner, and keep virus software up-to-date on all systems on which County data may be stored or accessed.

9.13.5. Contractor shall 1) perform regular backups of automated files and databases, and 2) destroy or wipe all confidential client data from all electronic storage media and devices in a manner that prevents recovery of any and all confidential client data in accordance with Article 9.6 above.

9.13.6. All information security requirements stated herein shall be enforced and implemented immediately upon execution of this agreement, and continue beyond the term of the Agreement in accordance with Article 9.6. above.

9.14. Political and Sectarian Activities. Contractor warrants as follows: (a) it shall comply with requirements that no program under this Agreement shall involve political or lobbying activities; (b) it shall not employ or assign participants in the program to any sectarian facility, except as provided by federal and state law or regulation; (c) it shall not use funds made available under this Agreement for political or lobbying activities.

9.15. Drug-Free Workplace. Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by complying with all requirements set forth in the Act.

9.16. Facilities. Contractor warrants that all of the Contractor's facilities: (a) will be adequately supervised, (b) will be maintained in a safe and sanitary condition, (c) will be available for monitoring by County and/or state and federal monitors, (d) are accessible to handicapped individuals if appropriate, and (e) are nonsectarian.

9.17. Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of

this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.18. Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Demand for Assurance.

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice.

All notices shall be made in writing and shall be given by personal delivery or by U.S. Mail. Notices shall be addressed as follows:

TO COUNTY:	County of Sonoma, Human Services Department Contracts Unit 3600 Westwind Boulevard Santa Rosa, CA 95403 contracts@schsd.org
------------	---

TO CONTRACTOR:	Santa Rosa Community Health Centers 3569 Green Barn Circle Santa Rosa, CA, 95403
----------------	--

When a notice is given by a generally recognized overnight courier service, the notice shall be deemed received on the next business day. When a copy of a notice or payment is sent by facsimile or email, the notice shall be deemed received upon

transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email, (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1. No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

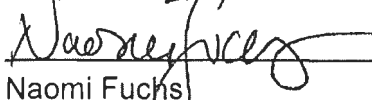
13.9. Counterparts and Electronic Copies. The parties agree that, where applicable, this Agreement may be executed in counterparts, together which when executed by the requisite parties shall be deemed to be a complete original agreement. In the event that any handwritten signature is delivered by facsimile transmission ("Fax") or by electronic mail ("email") delivery of a portable document format ("pdf") data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such Fax or pdf signature page were an original thereof. An electronic copy, including Fax copy, email, or scanned copy of the executed Agreement or counterpart, shall be deemed, and shall have the same legal force and effect as, an original document.

13.10. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR

Santa Rosa Community Health Centers

By: 
Name: Naomi Fuchs
Title: Chief Executive Officer


Date: 7/21/2021

COUNTY OF SONOMA

By: _____
Name: Angela Struckmann
Title: Director, Human Services
Department

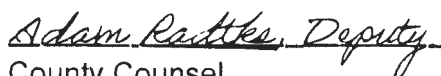
Date: _____

APPROVED AS TO SUBSTANCE FOR
COUNTY

By:  for
Name: Paul Dunaway
Title: Director, Adult & Aging Services
Division

☐ EXEMPT FROM COUNTY COUNSEL
REVIEW

APPROVED AS TO FORM FOR COUNTY

By:  Deputy
County Counsel

☒ CERTIFICATES OF INSURANCE ON FILE
WITH COUNTY

☐ INSURANCE REQUIREMENT CHANGES
APPROVED, WAIVED, OR EXEMPTED BY
RISK MANAGEMENT

By: 

Exhibit A: Scope of Work

1. Project Overview.

As a partner in the Collaborative Care Enhanced Recovery Project (CCERP), Contractor agrees to implement a Collaborative Care integrated model of service for patients with depression and work toward achieving the goals and requirements of the project as per the approved Mental Health Services Act Innovation Grant project Schedules A and C (herein attached as Exhibit K). As part of this Collaborative Care model, the Contractor's Care Team, which will include the Patient, a Primary Care Provider/Physician Champion, a Care Coordinator/Navigator, a Registered Nurse (RN) Case Manager, a Behavioral Health Provider, and a Psychiatric Consultant, will also include an embedded bilingual (English/Spanish) Social Worker from Sonoma County Department of Human Services, Adult and Aging Division (A&A) who will have responsibility for home visits and care coordination. Contractor agrees to include the assessment and care plan developed by the A&A Social Worker as critical information for the Contractor's Care Team to ensure that the patient's community needs are considered when developing a plan to treat depression. The A&A Social Worker will focus on the patient's community case management needs utilizing an evidence-based intervention called Healthy IDEAS (Identifying Depression & Empowering Activities for Seniors). The Contractor's Care Team and the A&A Social Worker will work collaboratively with patients to ensure that treatment is aligned with their medical, mental health, and community needs.

2. Services to be Provided.

Contractor will perform the following services:

- 2.1. Enroll and treat a minimum of two hundred and twenty-five (225) older adults in the Collaborative Care model by the end of Year Three of the MHSA Innovation Grant (August 31, 2024).
- 2.2. Provide staff for implementation of the Collaborative Care model, including, but not limited to:
 - RN Case Manager(s)
 - Primary Care Provider(s)/Physician Champion
 - Behavioral Health Provider
 - Behavioral Health Manager Supervisor
 - Care Coordinator/Sr. Case Manager
 - Psychiatric Consultant
 - Integrated Behavioral Health Director ('Project Manager')
 - Quality and Data Director
 - Grant Director
 - Chief Medical Officer
- 2.3. Provide training for Primary Care Provider that will support CCERP goals.
- 2.4. Provide training for all staff involved with CCERP to support project goals.
- 2.5. Follow the project description of work activities as set forth in Exhibit K, Schedule A.
 - 2.5.1. Notify the County's A&A Section Manager or CCERP Supervisor of any proposed changes to the flow of work activities.

- 2.6. Train A&A Social Worker and all staff involved with CCERP on confidentiality processes to be followed when working with Contractor's patients.
- 2.7. Report unresolved concerns regarding staff performance to the County's A&A Section Manager or CCERP Supervisor in a timely manner.
- 2.8. Ensure entry of all required information into the Care Management Tracking System-approved spreadsheet and ensure delivery to the County's CCERP Administrative Manager per Section 4.1 below.
- 2.9. Complete tasks as set forth in the agreed upon "Santa Rosa Community Health Collaborative Care Task Matrix" in Section 5 below.
- 2.10. Host and attend joint regular CCERP multidisciplinary meetings with A&A to discuss patients.
- 2.11. Host and attend regular CCERP Administrative Management meetings to consult with and manage project with County CCERP staff.
- 2.12. Host and attend quarterly technical assistance meetings with County CCERP staff and other community partners/stakeholders.
3. County Responsibilities.
 - 3.1. Provide staff to support the implementation of the Collaborative Care model, including, but not limited to:
 - Section Manager ('Project Director' for grant coordination)
 - CCERP Supervisor ('Home Visiting Care Coordinator Supervisor')
 - Program Planning and Evaluation Analyst ('Administrative Manager')
 - 3.2. Follow the project description of work activities as set forth in Exhibit K, Schedule A.
 - 3.2.1. Notify Contractor of any proposed changes to the flow of work activities.
 - 3.3. Complete tasks listed under "County Collaborative Care Task Matrix" in Section 6 below.
 - 3.4. Attend joint monthly CCERP coordination meetings with Contractor.
 - 3.5. Convene and facilitate quarterly technical assistance meetings with Contractor, SRCH, and other community partners/stakeholders.
 - 3.6. Comply with all applicable laws regarding the confidentiality of Contractor's patient information.
4. Reporting Requirements.
 - 4.1. Contractor will provide detailed progress reports of service activity, including information on program development and any statistical or evaluative data the contractor compiles, to the County's CCERP Administrative Manager on a quarterly and annual basis. The reports are due to the County's CCERP Administrative Manager no later than the 15th day of the month **before** the date the report is due to the Sonoma County Department of Health Services, Behavioral Health Division, as set forth in Exhibit K, Schedule C.
 - 4.2. Contractor will provide reports that are timely, complete, accurate, and verifiable.

5. Contractor's Collaborative Care Task Matrix.

COLLABORATIVE CARE TASKS		TITLE/ROLE						
Santa Rosa Community Health	CMO	Physician Champion*	Psychiatrist	PCP	RN Case Mgr.	BH Provider*	Sr. Case Mgr./Care Coord.*	BH Supervisor/Project Mgr.
Identify and Engage Patients with Depression in Care								
1. Identify people who may need help				X	X	X	X	
2. Screen for depression						X	X	
3. Conduct a social determinants of health assessment							X	
Initiate and Provide Treatment for Depression								
4. Gather information to support a clinical assessment				X	X	X		
5. Diagnose depression		X		X		X		
6. Educate patient and family (as appropriate) about depression		X	X	X	X	X		
7. Educate patient and family (as appropriate) about treatment options		X		X	X	X	X	
8. Engage patient and family (as appropriate) in Collaborative Care for depression					X	X	X	
9. Develop and initiate a treatment/care plan			X	X	X	X		
10. Prescribe antidepressant medication if needed		X	X	X				
11. Educate patient about medications and other treatment side-effects		X		X	X	X		
12. Facilitate patient self-management support and behavioral health interventions for all patients regardless of treatment modality					X	X		
13. Provide evidence-based psychotherapy (e.g., Problem-Solving Treatment, CBT, IPT) if indicated			X			X		
14. Provide case management or refer to social and other support services (e.g., housing, food assistance)						X	X	
15. Provide or refer to special mental health services outside primary care, if indicated			X	X		X		
Track Processes of Care and Clinical Outcomes								
16. Track treatment outcomes using a registry (e.g.,		X			X	X	X	X

COLLABORATIVE CARE TASKS		TITLE/ROLE						
Santa Rosa Community Health	CMO	Physician Champion*	Psychiatrist	PCP	RN Case Mgr.	BH Provider*	Sr. Case Mgr./Care Coord.*	BH Supervisor/Project Mgr.
symptoms w/ measurement tool such as the PHQ-9, outcome of referrals and other treatments)								
17. Track delivery of care management support (e.g., follow-up calls to patients, clinic appointments, case reviews by psychiatrist, referrals)		X			X	X	X	
18. Reach out to patients not engaged in treatment					X	X	X	
Adjust Treatment if Patients Are Not Responding								
19. Regularly check treatment response and cue providers for possible changes in treatment, if needed		X	X	X	X	X	X	
Adjust Treatment if Patients Are Not Responding								
20. Participate in regular (weekly) case review to identify patients who are not improving and provide treatment recommendations*		X	X	X	X	X	X	X
21. Ensure treatment recommendations get to provider and are enacted		X	X	X	X	X	X	
Provide Administrative Support and Program Supervision								
22. Provide program support (e.g., scheduling, resources)	X	X			X	X		X
23. Provide program supervision	X	X	X			X		X
24. Other tasks: Coordinate programmatic meetings and reporting								X
*Physician Champion, PCPs, Behavioral Health Providers and Sr. Case Manager/Care Coordinator will need to participate in weekly case review meetings, as necessary. Progress of medically complex patients scheduled for the day are discussed during daily morning huddles.								

6. County's Collaborative Care Task Matrix.

COLLABORATIVE CARE TASKS		TITLE/ROLE		
County Human Services Dept./ Adults & Aging Division	Sr. Case Mgr./Care Coord.*	Sr. Case Mgr./Care Coord. Supervisor	A&A Section Mgr.	Admin. Mgr.*
Identify and Engage Patients with Depression in Care				
1. Identify people who may need help	X			
2. Screen for depression	X			
3. Conduct a social determinants of health screening	X			

COLLABORATIVE CARE TASKS		TITLE/ROLE		
County Human Services Dept./ Adults & Aging Division	Sr. Case Mgr./Care Coord.*	Sr. Case Mgr./Care Coord. Supervisor	A&A Section Mgr.	Admin. Mgr.*
Initiate and Provide Treatment for Depression				
4. Gather information to support a clinical assessment	X			
5. Educate patient and family (as appropriate) about depression	X			
6. Educate patient and family (as appropriate) about treatment options	X			
7. Engage patient and family (as appropriate) in Collaborative Care for depression	X			
8. Develop and initiate a treatment/care plan	X			
9. Facilitate patient self-management support and behavioral health interventions for all patients regardless of treatment modality	X			
10. Provide evidence-based psychotherapy (e.g., Problem-Solving Treatment, CBT, IPT) if indicated	X			
11. Provide case management or refer to social and other support services (e.g., housing, food assistance)	X			
Initiate and Provide Treatment for Depression				
12. Provide or refer to special mental health services outside primary care, if indicated	X			
Track Processes of Care and Clinical Outcomes				
13. Track treatment outcomes using a registry (e.g., symptoms w/ measurement tool such as the PHQ-9, outcome of referrals and other treatments)	X			
14. Track delivery of care management support (e.g., follow-up calls to patients, clinic appointments, case reviews by psychiatrist, referrals)	X			
15. Reach out to patients not engagement in treatment	X			
Adjust Treatment if Patients Are Not Responding				
16. Regularly check treatment response and cue providers for possible changes in treatment, if needed	X			
17. Participate in regular (weekly) case review to identify patients who are not improving and provide treatment recommendations*	X	X		X
18. Ensure treatment recommendations get to provider and are enacted	X			
Provide Administrative Support and Program Supervision				
19. Provide program support (e.g., scheduling, resources)				X

COLLABORATIVE CARE TASKS		TITLE/ROLE		
County Human Services Dept./ Adults & Aging Division	Sr. Case Mgr./Care Coord.*	Sr. Case Mgr./Care Coord. Supervisor	A&A Section Mgr.	Admin. Mgr.*
20. Provide program supervision		X	X	
21. Compile and submit quarterly reports				X
22. Liaison with clinic around administrative functions and adherence to Advancing Integrated Mental Health Solutions (AIMS) Collaborative Care model			X	X
* Sr. Case Mgr./Care Coord. is the A&A Social Worker Care Coordinator embedded at SRCH that conducts home visits to patients participating in CCERP; the Administrative Mgr. is the project's Program Planning & Evaluation Analyst				

Exhibit B: Fiscal Provisions/Budget

1. Payment For Services

1.1. In full consideration of Contractor's satisfactory performance in providing the services described in Exhibit A, the maximum amount that the County shall be obligated to pay shall not exceed the funding amount as set forth in Article 2 of this Agreement.

1.2. The Contractor shall be reimbursed for actual costs, in accordance with the agreed upon Budget included herein.

1.3. Contractor agrees to submit to County by the twentieth (20th) day of the following month a signed invoice for reimbursement for all services provided in the previous month. Failure to comply may, at County's sole discretion, result in non-payment.

1.4. No expenditure shall be made nor obligation incurred in excess of the authorized annual budget costs. Any expenditure hereunder by Contractor which is not within the limitations of the costs as set forth in this Agreement shall not be chargeable to County. Any such unauthorized expenditure shall be borne by Contractor.

1.5. Contractor agrees that reimbursement furnished under this Agreement represents payment in full for said service. Contractor shall not seek reimbursement from County for any service reimbursed in whole or in part by any other payor.

1.6. No request for payment of funds shall be approved by County's representative until reports required under this Agreement have been filed by Contractor.

1.7. In the event Contractor receives payment for a service as to which payment is disallowed by the County or to County by the State of California, Contractor shall promptly refund the disallowed amount to County on request, except that County may at its option offset the amount disallowed from any payments due or to become due to Contractor.

2. Transfer of Program Funds/Budget Adjustments.

2.1. Approval. County Human Services Director is authorized to approve and execute the transfer of funds between line items set forth in the Budget, and to approve so long as such changes do not result in an increase in County's maximum financial obligation.

County's written approval is required prior to the transfer of any program funds between line items set forth in the Budget.

2.1.1. Adjustments Not Requiring Written Consent. Budget adjustments between line items may be made by the Contractor without the County's prior written consent, provided that the amount of the individual line item adjustment is no more than the greater of Two Thousand Five Hundred Dollars (\$2,500) or fifteen percent (15%) of funds budgeted per line item.

{the remainder of this page intentionally left blank}

3. Three-Year Budget

Personnel Costs	FY 21/22	FY 22/23	FY 23/24	FY 24/25	Total Budget
Program Administrator	\$18,264	\$28,218	\$29,065	\$6,666	\$82,213
Care Coordinator/Navigator	\$23,209	\$35,858	\$36,934	\$8,471	\$104,472
Primary Care Provider	\$13,569	\$20,963	\$21,592	\$4,953	\$61,076
Psychiatric Consultant	\$2,678	\$4,138	\$4,262	\$977	\$12,055
RN Case Management	\$6,927	\$10,702	\$11,023	\$2,528	\$31,181
BH Manager Supervisor	\$7,855	\$12,137	\$12,501	\$2,867	\$35,360
BH Provider	\$12,855	\$19,860	\$20,456	\$4,692	\$57,862
Total Salary	\$85,357	\$131,876	\$135,832	\$31,154	\$384,219
Benefits	\$21,339	\$32,969	\$33,958	\$7,788	\$96,055
Total Salary + Benefits	\$106,697	\$164,845	\$169,790	\$38,942	\$480,273

Exhibit C: Insurance Requirements

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. **The County of Sonoma its Officers, Agents and Employees** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If Contractor's services include: (1) programming, customization, or maintenance of software: or (2) access to individuals' private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
 - ii. Claims against Contractor arising from the negligence of Contractor, Contractor's employees and Contractor's subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

b. The name and address for Additional Insured endorsements and Certificates of Insurance is:

The County of Sonoma, its Officers, Agents and Employees
Contracts Unit
3600 Westwind Boulevard
Santa Rosa, CA 95403

Or pdf to: contracts@schsd.org

c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

Exhibit F: Professional Licensure / Certification

A. Professional Licensure

1. Contractor shall maintain any professional licenses required in order to perform the duties contracted for in this Agreement.
 - a. Contractor shall submit copies of professional license to the address listed in Article 12.
 - b. Contractor shall submit copies of any renewal of professional license received within thirty (30) days during the term of this Agreement to the address listed in Article 12.
 - c. Contractor shall also notify County within 24 hours of any disciplinary action taken against their professional license, including citation, revocation, or suspension, even if stayed; along with any additional follow-up as they may occur, including probation terms, inactive status, or lapse.
2. When the Agreement allows for subcontracting, Contractor agrees to verify and ensure appropriate professional licensure is maintained for all subcontractors.
3. Contractor agrees to maintain appropriate license and take professional responsibility for any intern acting under Contractor's supervision.

B. Certification

1. Contractor shall maintain any certifications required in order to perform the duties contracted for in this agreement.
 - a. Contractor shall submit proof of certification to the address listed in Article 12.
 - b. Contractor shall submit proof of any renewal of certification received within thirty (30) days during the term of this Agreement to the address listed in Article 12.
2. When the Agreement allows for subcontracting, Contractor agrees to verify and ensure appropriate certification is maintained for all subcontractors.

- C. County may terminate this Agreement for cause if Contractor fails to maintain the professional license and/or certification required to perform the duties in this Agreement.

Exhibit G: Media Communications

If Contractor provides media communications to the public, including but not limited to flyers, press releases, web or social media posts, public service announcements, or interviews, about any program activities or projects funded under this Agreement, Contractor shall give credit to County and MHSA Innovations Grant as the program's funding source. County reserves the right to review and approve media communications, prior to release. In providing any media coverage referenced above, Contractor shall comply with all confidentiality requirements in Article 9.12.

Exhibit K:

Mental Health Services Act Innovation Grant
Collaborative Care Enhanced Recovery Project

Schedule A

Description of Program and Purposes

The *Collaborative Care Enhanced Recovery Project: Advancing Older Adult Depression Care through Extended Supportive Services* (CCERP) augments an established short-term intervention, the Collaborative Care Model (CoCM), with longer-term, in-home case management, resulting in positive and more equitable impacts on mental health, physical health, and quality-of-life for older adults with depression. Through CCERP, Sonoma County Human Services Department /Adult and Aging (HSD/A&A) and Santa Rosa Community Health (SRCH) will partner to expand the existing CoCM to serve a more diverse group for a longer period of time through the following modifications:

- Extending the period of in-home care management services from 12 weeks to 12 months in order to: (1) ensure social determinants of health are addressed over a one-year period; and (2) allow the primary care team to align the community care plan goals with the medical and behavioral health goals established in the clinic setting;
- Expanding the program population to include adults aged 50 to 64 (in addition to 65+) who have two or more impairments daily living activities (Katz Scale) or instrumental activities of daily living (Lawton scale);
- Increasing targeted outreach to and engagement of Hispanic and Latino Spanish-speaking individuals, with an enhanced focus on culturally and linguistically appropriate care.

CCERP's three primary goals are to measure:

- 1) Levels of sustained improvement in depression symptoms of patients;
- 2) Patients' appropriate use of preventive health care; and
- 3) The effectiveness of this approach within the Latinx community.

Assessment of this new approach will include tracking of patients': 1) engagement in the program for the full 12-months; 2) improvement in mental health status 3) positive health care utilization and associated health outcomes; 4) decrease in self-reported social isolation; 5) advances in addressing social determinants of health and 6) reduced health access and outcome disparities as compared to their non-Latinx counterparts. These data sets will contribute to the analysis of project impact and will inform program improvements as well as the planned expansion to SRCH's three other large campuses.

Service Type(s) and Reporting Requirements

Activity/Strategy	Process Objectives	Outcome Objectives
A. Conduct project start-up activities to ensure that human resources, technological infrastructure and operational systems/ workflows are in-place to optimize the delivery of the project's programs and services and measurement of its overall performance and impact	<p>By the end of the FY 21-22,</p> <p>1. Conduct start-up activities: a) hire, onboard and train all project staff; b) develop/refine the evaluation plan; c) build queries/reports to track patient and program data; d) develop bilingual materials for outreach, education and engagement;</p> <p>2. Launch the enhanced CCERP interventions by Jan 1, 2022: a) identify clients in target population; b) deliver traditional CoCM depression intervention; c) begin providing long-term in-home care management services</p> <p><u>Data Sources:</u></p> <ul style="list-style-type: none"> • Older Adult Steering Committee meeting agendas and notes; • CCERP Team meeting agendas and notes; • Client registry data; • Client medical record and case notes <p><u>Documentation:</u></p> <ul style="list-style-type: none"> • MHSA Quarterly Reports 	<ul style="list-style-type: none"> • 100% of personnel associated with the project hired, onboarded and trained • Evaluation plan developed • Data collection instruments procured/developed/adapted and project report structures and procedures created • Multimedia bilingual outreach, education and engagement materials created and produced for distribution • At least 20 unduplicated SRCH clients enrolled in program and begin to receive CCERP <p><u>Data Sources:</u></p> <ul style="list-style-type: none"> • HR Personnel records • Evaluation plan; • Outreach/education & engagement materials and plan; • Client registry data; • Client medical record and case notes <p><u>Documentation:</u></p> <ul style="list-style-type: none"> • MHSA Quarterly Reports

Activity/Strategy	Process Objectives	Outcome Objectives
<p>Continue implementing the project to ensure that at least 85 additional unduplicated primarily Latinx clients are enrolled and receive the full range of CCERP screenings, assessments, and clinical and social determinants of health interventions</p>	<p>By the end of the fiscal year 22/23, we will:</p> <ol style="list-style-type: none"> 1. Deliver CCERP services to at least 115 unduplicated clients with a focus on Latinx clients 2. Conduct project evaluation activities 3. Implement quality improvements based on project evaluation results <ul style="list-style-type: none"> • Develop first annual performance report and disseminate to key stakeholders <p><u>Data Sources:</u></p> <ul style="list-style-type: none"> • Older Adult Steering Committee meeting agendas and notes; • CCERP Team meeting agendas and notes; • Client registry data; • Client medical record and case notes; • NorCal Resources database <p><u>Documentation:</u></p> <ul style="list-style-type: none"> • MHSA Quarterly Report 	<ul style="list-style-type: none"> • At least 105 SRCH clients enrolled in program and receive CCERP services • 50% of clients who show improvements in symptoms of depression at 12 weeks will continue to sustain mental health improvements over the course of the additional 9-months of case management as compared to their baseline at the initiation of CCERP services. Those who do not show improvements at 12 weeks will be identified, monitored and treatment adjusted to reduce symptoms and improve function. • 25% of clients who receive the 12-week CoCM intervention and 9-months case management will increase their appropriate utilization of primary health care services as compared to their baseline at the initiation of CCERP services • 50% of Latinx clients who receive the 12-week CoCM intervention with 9-months case management will demonstrate a comparable rate of sustained mental wellness and utilization of supports/services when compared to non-Latinx clients receiving the same intervention. <p><u>Data Sources:</u></p> <ul style="list-style-type: none"> • Client registry data; • Client medical record and case notes • NorCal Resources database <p><u>Documentation:</u></p> <p>MHSA Quarterly Report</p>

Activity/Strategy	Process Objectives	Outcome Objectives
<p>A. Continue implementing the project to ensure that at least 120 additional unduplicated primarily Latinx clients are enrolled and receive the full range of CCERP screenings, assessments, and clinical and social determinants of health interventions</p>	<p>By the end of the fiscal year 23/24, we will:</p> <ol style="list-style-type: none"> 1. Deliver CCERP services to at least 225* unduplicated Latinx clients 2. Conduct project evaluation activities 3. Implement quality improvements based on project evaluation results 4. Second annual performance report developed and disseminated to key stakeholders <p><u>Data Sources:</u></p> <ul style="list-style-type: none"> • Older Adult Steering Committee meeting agendas and notes; • CCERP Team meeting agendas and notes; • Client registry data; • Client medical record and case notes • NorCal Resources database <p><u>Documentation:</u></p> <p>MHSA Quarterly Reports</p>	<ul style="list-style-type: none"> • At least 225* SRCH clients enrolled in program and receive CCERP services • 50% of clients who show improvements in symptoms of depression at 12 weeks will continue to sustain mental health improvements over the course of the additional 9-months of case management as compared to their baseline at the initiation of CCERP services. Those who do not show improvements at 12 weeks will be identified, monitored and treatment adjusted to reduce symptoms and improve function. • 25% of clients who receive the 12-week CoCM intervention and 9-months case management will increase their appropriate utilization of primary health care services as compared to their baseline at the initiation of CCERP services • 50% of Latinx clients who receive the 12-week CoCM intervention with 9-months case management will demonstrate a comparable rate of sustained mental wellness and utilization of supports/services when compared to non-Latinx clients receiving the same intervention. <p><u>Data Sources:</u></p> <ul style="list-style-type: none"> • Client registry data; • Client medical record and case notes • NorCal Resources database <p><u>Documentation:</u></p> <p>MHSA Quarterly Reports</p>

Activity/Strategy	Process Objectives	Outcome Objectives
<p>A. Continue implementing the project to ensure that at a total of 225 unduplicated primarily Latinx clients receive the full range of CCERP screenings, assessments, and clinical and social determinants of health interventions</p> <p>B. Develop CCERP sustainability plan to include service expansion to other SRCH clinical sites</p>	<p>By the end of the fiscal year 24/25, we will:</p> <ol style="list-style-type: none"> 1. Deliver CCERP services to at least 225* unduplicated Latinx clients 2. Conduct project evaluation activities 3. Implement quality improvements based on project evaluation results 4. Second annual performance report developed and disseminated to key stakeholders 5. Create a CCERP sustainability plan <p><u>Data Sources:</u></p> <ul style="list-style-type: none"> • Older Adult Steering Committee meeting agendas and notes; • CCERP Team meeting agendas and notes; • Client registry data; • Client medical record and case notes • NorCal Resources database <p><u>Documentation:</u></p> <p>MHSA Quarterly and Final Reports</p>	<ul style="list-style-type: none"> • At least 225* SRCH clients enrolled in program and receive CCERP services • 50% of clients who show improvements in symptoms of depression at 12 weeks will continue to sustain mental health improvements over the course of the additional 9-months of case management as compared to their baseline at the initiation of CCERP services. Those who do not show improvements at 12 weeks will be identified, monitored and treatment adjusted to reduce symptoms and improve function. • 25% of clients who receive the 12-week CoCM intervention and 9-months case management will increase their appropriate utilization of primary health care services as compared to their baseline at the initiation of CCERP services • 50% of Latinx clients who receive the 12-week CoCM intervention with 9-months case management will demonstrate a comparable rate of sustained mental wellness and utilization of supports/services when compared to non-Latinx clients receiving the same intervention. • CCERP sustainability plan <p><u>Data Sources:</u></p> <ul style="list-style-type: none"> • Client registry data; • Client medical record and case notes • NorCal Resources database <p><u>Documentation:</u></p> <p>MHSA Quarterly and Final Reports</p>
<p>*This number reflects the minimum cumulative number of unduplicated clients to be served throughout the 3-year project with ~20 who began receiving CCERP services in Project Year 1 having transitioned out of the program by the end of Project Year 2</p>		

Schedule C

Reporting Schedule

The “MHSA Quarterly Report” template (<http://sonomacounty.ca.gov/Health/Behavioral-Health/Forms-and-Materials/>) will be used to submit data to the Sonoma County Department of Health Services (DHS), Behavioral Health Division. SRCH Contractors will email their MHSA Quarterly Report to the Sonoma County Human Services Department (HSD) CCERP Program Planning and Evaluation Analyst/Project Administrative Manager on or before the due dates listed below to BHquarterlyreports@sonoma-county.org. Failure to submit Quarterly Reports by the due dates may result in delay of payment.

Annual Reporting Period	Report Due to HSD	Report Due to DHS
Quarter 1: July 1-September 30 (partial Yr 1)	October 15	October 31
Quarter 2: October 1-December 31	January 15	January 31
Quarter 3: January 1-March 31	April 15	April 30
Quarter 4: April 1-June 30	July 15	July 31
Final Report: July 1, 2021-August 31, 2025	September 15, 2025	September 30, 2025

Exhibit L:

**BUSINESS ASSOCIATE ADDENDUM
TO THE
AGREEMENT FOR SERVICES
BETWEEN
COUNTY OF SONOMA
AND
CONTRACTOR
(Revised 2018 Sep 11)**

This Business Associate Addendum ("Addendum") supplements and is made a part of the services agreement ("Agreement") by and between County of Sonoma ("County") and Contractor ("Business Associate").

RECITALS

WHEREAS, County is a Hybrid Entity as defined under 45 Code of Federal Regulations ("CFR") Section 164.103;

WHEREAS, Contractor is a Business Associate as defined under 45 CFR Section 160.103;

WHEREAS, County wishes to disclose certain information to Business Associate pursuant to the terms of Addendum, some of which information may constitute Protected Health Information ("PHI"), including electronic Protected Health Information ("ePHI");

WHEREAS, County and Business Associate intend to protect the privacy and provide for the security of PHI, including ePHI, disclosed to Business Associate pursuant to Addendum in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104 191 ("HIPAA"), regulations promulgated thereunder by the U.S. Department of Health and Human Services, and other applicable laws; and

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule and Security Rule require County to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, including ePHI, as set forth in, but not limited to, 45 CFR Sections 164.502(e), 164.504(e), and 164.308(b)(1) and contained in Addendum.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to Addendum, the parties agree as follows:

1 Definitions

Terms used, but not otherwise defined, in Addendum shall have the same meaning as those terms in the HIPAA Regulations as set forth at 45 CFR Sections 160.103, 164.304, and 164.501.

1.1 HIPAA REGULATIONS

"HIPAA Regulations" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules as set forth at 45 CFR Part 160 and Part 164.

1.2 BREACH

"Breach" shall mean the acquisition, access, use, or disclosure of PHI in a manner not permitted under 45 CFR Part 164 Subpart E and that compromises the security or privacy of PHI as defined at 45 CFR Section 164.402.

1.3 BUSINESS ASSOCIATE

"Business Associate" shall have the same meaning as the term "Business Associate" as set forth at 45 CFR Section 160.103.

1.4 COVERED ENTITY

"Covered Entity" shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 CFR Section 160.103. For purposes of this Addendum, this term is intended to mean the County of Sonoma.

1.5 DATA AGGREGATION

"Data Aggregation" shall have the same meaning as the term "Data aggregation" as set forth at 45 CFR Section 164.501.

1.6 DESIGNATED RECORD SET

"Designated Record Set" shall have the same meaning as the term "designated record set" as set forth at 45 CFR Section 164.501.

1.7 DISCLOSURE

"Disclosure" shall mean the release of, transfer of, provision of access to, or divulging in any manner information outside the entity holding the information in accordance with 45 CFR Section 160.103.

1.8 HEALTH CARE OPERATIONS

"Health Care Operations" shall have the same meaning as "Health care operations" as set forth at 45 CFR Section 164.501.

1.9 INDIVIDUAL

"Individual" shall have the same meaning as the term "Individual" as set forth at 45 CFR Section 164.501, except that the term "Individual" as used in this Addendum shall also include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).

1.10 MINIMUM NECESSARY

"Minimum Necessary" shall mean the minimum amount of PHI necessary for the intended purpose, as set forth at 45 CFR Sections 164.502(b) and 164.514(d): Standard: Minimum Necessary.

1.11 PRIVACY RULE

"Privacy Rule" shall mean the HIPAA Standards for Privacy of Individually Identifiable Health Information as set forth at 45 CFR Part 160 and 45 CFR Part 164 Subparts A and E.

1.12 PHI

"PHI" shall have the same meaning as the term "protected health information" as set forth at 45 CFR Section 160.103, except limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.

1.13 REQUIRED BY LAW

"Required by law" shall have the same meaning as the term "required by law" as set forth at 45 CFR Section 164.103.

1.14 SECRETARY

"Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his/her designee.

1.15 SECURITY INCIDENT

"Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of personally identifiable information. A Security Incident includes the attempted or successful unauthorized access, use, disclosure, modification, or destruction of or interference with systems operations in an information system which processes PHI that is under the control of Covered Entity or Business Associate of Covered Entity, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

1.16 SECURITY RULE

"Security Rule" shall mean the HIPAA Security Standards for the Protection of ePHI as set forth at 45 CFR Part 160 and 45 CFR Part 164 Subparts A and E.

1.17 SUBCONTRACTOR

"Subcontractor" shall mean a subcontractor of Business Associate that creates, receives, maintains, or transmits PHI on behalf of Business Associate.

1.18 UNSECURED PHI

"Unsecured PHI" shall have the same meaning as the term "unsecured protected health information" as set forth at 45 CFR Section 164.402, except limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.

1.19 USE

"Use" shall mean, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information in accordance with 45 CFR Section 160.103.

2 Obligations of Business Associate

Business Associate acknowledges that Business Associate is directly required to comply with the HIPAA Regulations and that Business Associate (including its subcontractors) may be held directly liable for and be subject to penalties for failure to comply. To the extent Business Associate is to carry out one or more of County's obligations under 45 CFR Part 164 Subpart E of the Privacy Rule, Business Associate agrees to comply with the requirements of 45 CFR Part 164 Subpart E that apply to County in the performance of such obligations.

2.1 USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION

Except as otherwise provided in Addendum, Business Associate shall use and/or disclose PHI only as necessary to perform functions, activities, or services documented in Exhibit A (Scope of Work) of Agreement for or on behalf of County, as specified in Addendum, provided that such use does not violate the HIPAA Regulations. Business Associate agrees not to further use or disclose PHI other than as permitted or required by Addendum or as required by law. Business Associate must make reasonable efforts to limit PHI to the Minimum Necessary to

accomplish the intended purpose of the use, disclosure, or request. The uses of PHI may not exceed the limitations applicable to County under the HIPAA Regulations.

2.2 SAFEGUARDING PROTECTED HEALTH INFORMATION

Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by Addendum. Business Associate shall implement administrative, physical, and technical safeguards and shall comply with 45 CFR Part 164 Subpart C with respect to ePHI that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI created, received, maintained, or transmitted on behalf of County and prevent the use or disclosure of PHI other than as provided for by Agreement.

- a. Encryption Requirements for Transmission and Storage of Electronic Data. All ePHI transmitted to Business Associate by County, and/or for or on behalf of County by Business Associate, and/or to County by Business Associate shall be provided or transmitted using encryption methods which renders such ePHI unusable, unreadable, or indecipherable by unauthorized persons. All ePHI stored by Business Associate on electronic media shall be protected using encryption methods which render such ePHI unusable, unreadable, or indecipherable by unauthorized persons. Encryption of ePHI in transit or at rest shall use a technology or methodology set forth by the Secretary in the guidance issued under Section 13402(h)(2) of Public Law 111-5, and in accordance with the National Institute of Standards Technology (NIST) and Standards and Federal Information Processing Standards (FIPS), as applicable.
- b. Destruction of PHI on paper, film, or other hard copy media must involve either shredding or otherwise destroying the PHI so that it cannot be read or reconstructed.
- c. Should any employee or subcontractor of Business Associate have direct, authorized access to County computer systems that contain ePHI, Business Associate shall immediately notify County of any change of such personnel (e.g., employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for County to disable the previously authorized access.

2.3 NOTIFICATION OF BREACH, UNAUTHORIZED USE OR IMPROPER DISCLOSURE

Business Associate must notify County in writing of any access, use, or disclosure of PHI not permitted or provided for by Addendum and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations of which Business Associate becomes aware. A breach or unauthorized access, use, or disclosure shall be treated as discovered by Business Associate the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent, or other representative of Business Associate.

- a. Notification must be made as soon as practicable, but not later than 24 hours after discovery, by telephone call to 707-565-5703 plus e-mail to: DHS-Privacy&Security@sonoma-county.org , and will include:
 1. The identification of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed; and

2. A description of any remedial action taken or proposed to be taken by Business Associate.
 - b. Business Associate must mitigate any harm that results or may result from the breach, security incident, or unauthorized access, use, or disclosure of unsecured PHI by Business Associate or its employees, officers, subcontractors, agents, or other representatives.
 - c. Following a breach or unauthorized access, use, or disclosure of unsecured PHI, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such corrective action, and to make this documentation available to County.

2.4 AGENTS AND SUBCONTRACTORS OF BUSINESS ASSOCIATE

In accordance with 45 CFR Sections 164.502(e)(1)(ii) and 164.308(b)(2), and to the extent that Business Associate uses any agent, including a subcontractor, to which Business Associate provides PHI received from, created by, maintained by, or received by Business Associate on behalf of County, Business Associate shall execute an agreement with such agent or contractor containing a requirement to ensure compliance with the same restrictions and conditions that apply through Addendum to Business Associate with respect to PHI.

2.5 ACCESS TO PROTECTED HEALTH INFORMATION

At the request of County, and in the time and manner designated by County, Business Associate shall provide access to PHI in Designated Record Set to an Individual or County to meet the requirements of 45 CFR Section 164.524.

2.6 AMENDMENTS TO DESIGNATED RECORD SET

Business Associate shall make any amendment(s) to PHI in Designated Record Set as directed or agreed to by County, or to take other measures necessary to satisfy County's obligations under 45 CFR Section 164.526.

2.7 ACCOUNTING OF DISCLOSURES

Business Associate shall document and make available such disclosures of PHI and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

2.8 RECORDS AVAILABLE TO COUNTY, STATE, AND SECRETARY

Business Associate shall make available internal practices, books, and records related to the use, disclosure, and privacy protection of PHI received from County, or created, maintained, or received by Business Associate on behalf of County, to County, State, or the Secretary for the purposes of investigating or auditing Business Associate's compliance with the HIPAA Regulations in the time and manner designated by County, State, or Secretary.

2.9 RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION

Upon termination of Addendum for any reason, Business Associate shall:

- a. (i) Return all PHI received from County; return all PHI created, maintained or received by Business Associate on behalf of County; and return all PHI required to be retained by the HIPAA Regulations; or (ii) at the discretion of County, destroy all PHI received from County, or created, maintained, or received by

Business Associate on behalf of County. Destruction of PHI on paper, film, or other hard copy media must involve shredding or otherwise destroying the PHI in a manner which will render the PHI unreadable, undecipherable, or unable to be reconstructed. Business Associate shall certify in writing that such PHI has been destroyed.

- b. In the event Business Associate determines that returning or destroying PHI is not feasible, Business Associate shall provide County notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

2.10 DATA AGGREGATION

Business Associate may provide data aggregation services related to the health care operations of County as permitted by 45 CFR Section 164.504(e)(2)(i)(B).

2.11 OTHER APPLICABLE LAWS

Business Associate shall comply with all other applicable laws to the extent that such state confidentiality laws are not preempted by HIPAA.

2.12 PENALTIES/FINES FOR FAILURE TO COMPLY WITH HIPAA

Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

2.13 TRAINING OF EMPLOYEES AND ENFORCEMENT OF REQUIREMENTS

Business Associate shall train and use reasonable measures to ensure compliance with the requirements of this Business Associate Agreement by employees who assist in the performance of functions or activities on behalf of County under this Contract and use or disclose protected information; and discipline employees who intentionally violate any provisions.

3 Amendments to Addendum

No amendment of Addendum shall be effective unless and until such amendment is evidenced by a writing signed by the parties. County and Business Associate agree to take such action as is necessary to amend Addendum as required for County to comply with the requirements of the HIPAA Regulations. However, any provision required by HIPAA Regulations to be in Addendum shall bind the parties whether or not provided for in Addendum.

4 Termination of Addendum

If Business Associate should fail to perform any of its obligations hereunder, or materially breach any of the terms of Addendum, County may terminate Addendum immediately upon provision of notice stating the reason for such termination to Business Associate. County, within its sole discretion, may elect to give Business Associate an opportunity to cure such breach.

5 Material Breach

A breach by Business Associate or any of its agents or subcontractors of any provision of Addendum, as determined by County, shall constitute a material breach of Addendum and shall provide grounds for immediate termination of Addendum.

6 Indemnification

Business Associate agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses that may be asserted by any person or entity, including Business Associate, that arise out of, pertain to, or relate to Business Associate's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under Agreement. Business Associate agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Business Associates' or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under Agreement. Business Associates' obligations under Article 5 (Indemnification) apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Business Associate's expense, subject to Business Associate's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Business Associate or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.