

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This STANDARD SERVICES AGREEMENT (the “**Agreement**”) is entered into effective as of the last date signed below (the “**Effective Date**”) by and between the **County of Mendocino**, hereinafter referred to as the “**COUNTY**”, and **Ukiah Adventist Hospital**, a California nonprofit religious corporation, **d.b.a. Adventist Health Ukiah Valley**, hereinafter referred to as the “**CONTRACTOR**”. This Agreement may refer to COUNTY and CONTRACTOR individually as a “**Party**” or collectively as the “**Parties**.”

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR to perform services through its Street Medicine Program as further described in Exhibit A (the “**Services**”); and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this Agreement and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit A, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
- Exhibit E Business Associate Agreement
- Appendix A Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the “**Effective Date**”), and shall continue through June 30, 2026.

The compensation payable to CONTRACTOR hereunder shall not exceed One Hundred Fifty Thousand Dollars (\$150,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: *Darcie Antle*
DEPARTMENT HEAD

Date: 05/08/2024

Budgeted: Yes
Budget Unit: 0446
Line Item: 86-3112
Org/Object Code: VRHHIP
Grant: Yes
Grant No.: BOS-20-013

COUNTY OF MENDOCINO

By: *Maureen Mulheren*
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 07/09/2024

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: *Amap*
Deputy 07/09/2024

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: *Amap*
Deputy 07/09/2024

INSURANCE REVIEW:

By: *Darcie Antle*
Risk Management

Date: 05/08/2024

CONTRACTOR/COMPANY NAME

Ukiah Adventist Hospital, d.b.a.
Adventist Health Ukiah Valley

By: *Jeff Mack*
Jeff Mock, Treasurer

Date: 05/28/2024

NAME AND ADDRESS OF CONTRACTOR:

Ukiah Adventist Hospital, d.b.a.
Adventist Health Ukiah Valley
275 Hospital Drive
Ukiah, CA 95482
707-995-5752
BuchhoMC@ah.org

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

Charlotte Scott
By: _____
COUNTY COUNSEL

Date: 05/08/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: *[Signature]*
Deputy CEO or Designee

Date: 05/08/2024

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed EB# 24-130
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.
 - A. CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.
 - B. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.
 - C. In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.
 - D. CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.
 - E. Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder

federal and state income taxes and pay said sums to the federal and state governments.

2. INDEMNIFICATION: To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of COUNTY. "**CONTRACTOR's performance**" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.
3. INSURANCE AND BOND: CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. WORKERS' COMPENSATION: CONTRACTOR shall provide Workers'
 - A. Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
 - B. CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.
5. CONFORMITY WITH LAW AND SAFETY:
 - A. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all

applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- B. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - C. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.
- A. If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or 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.
 - B. In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other Agreement.
 - C. All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6)

months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
8. OWNERSHIP OF DOCUMENTS:
 - A. CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "**Documents and Materials**"). This explicitly includes the electronic copies of all above stated documentation.
 - B. CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.
 - C. The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.
9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:
 - A. Personal delivery: When personally delivered to the recipient, notices are effective on delivery.
 - B. First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

C. Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

D. Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Department of Social Services
747 South State Street
Ukiah, CA 95482
Attn: Megan Van Sant

To CONTRACTOR: Ukiah Adventist Hospital, d.b.a.
Adventist Health Ukiah Valley
275 Hospital Drive
Ukiah, CA 95482
Attn: Administration

E. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

F. Any party may change its address by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.

A. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry,

national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- B. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - C. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - D. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - E. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS:
- A. CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.
 - B. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. AUDITS; ACCESS TO RECORDS:

- A. The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.
- B. The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed \$150,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.

25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - A. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - B. Only the department head or his or her designee shall have the authority to approve subcontractor(s).

- C. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY WARRANTY:
- A. CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("**CONTRACTOR PRODUCTS**") to be provided by CONTRACTOR in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this Agreement.
- B. CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this Agreement.
- C. In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.
33. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be

deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. 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 paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.
36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

- I. Overview
 - A. The State of California submitted, and the federal government approved, a Home and Community Based Plan to allow for a variety of programs administered by the Medicaid program, including the Housing and Homelessness Incentive Program (“**HHIP**”). HHIP is intended to improve health outcomes and access to services by addressing housing insecurity and instability as a social determinant of health for the Medi-Cal population. The goals of HHIP are to reduce and prevent homelessness and to ensure that Medi-Cal managed care plans, including Partnership HealthPlan of California, develop the necessary capacity and partnerships to connect their members to needed housing services.
 - B. This Agreement is funded through COUNTY’s allocation of HHIP funding from Partnership HealthPlan of California (the “**Grant**”). As such, CONTRACTOR must comply with all rules and regulations of the Grant.
- II. CONTRACTOR shall perform the “**Services**” as follows:
 - A. Provide a Street Medicine Program (“**SM Services**”) to unhoused, unsheltered Medi-Cal members enrolled in Partnership HealthPlan of California (“**Patients**”). SM Services shall include:
 1. Interdisciplinary outreach including medical coordination, wound care, medication administration, review, and instruction, as well as health education.
 2. A Registered Nurse (“**RN**”) made available to facilitate weekly case conferences with the Street Medicine Interdisciplinary Team.
 3. Patient references to primary care and community-based programs that can assist with housing navigation and homelessness-related services.
 - B. Provide SM Services in Ukiah, California initially. CONTRACTOR shall use best efforts to expand SM Services to other areas in Mendocino County within the first year of this Agreement, provided CONTRACTOR has sufficient staffing and availability to do so.
 - C. Provide SM Services a minimum of forty (40) hours per month.
 - D. Maintain and actively use the Homeless Management Information System (“**HMIS**”) to track services provided to engaged Patients, including program entrance and exit dates.
 - E. Make available a Care Management Coordinator, nonclinical staff support for data collection, operations, and reporting, which include but are not limited to the following data elements to support the Grant funding requirements:
 1. Number of unduplicated Patients served per month.

2. Number of encounters completed per month for the SM Services.
 3. Number of total referrals to housing resources. Referral report will include the names of referred Patients, dates of referral services, and the specific housing resources Patients were referred to.
- F. Ensure grant funds are not used for SM Services currently reimbursable under Medi-Cal.

III. COUNTY shall:

- A. Provide HMIS Lead staff as trainers and support for the collection of data required for reporting purposes.
- B. Provide payment based on invoices/reports submitted by CONTRACTOR, and the attached Budget (Exhibit B).
- C. Appoint a representative of the Social Services Department to act as a liaison with the CONTRACTOR for HHIP-related services.
- D. Provide project monitoring as required by the Grant.

IV. Mutual Obligations:

- A. Concurrent with the execution of this Agreement, CONTRACTOR and COUNTY agree to enter into the Business Associate Agreement attached hereto as **Exhibit E**: The Business Associate Agreement is in compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (Public Law 104-91 and related regulations (45 CFR Parts 160, 162, and 164)) and Health Information Technology for Economic and Clinical Health Act (HITECH), including all applicable rules and regulations issued by the U.S. Department of Health and Human Services. The parties agree that Protected Health Information may be used or disclosed only in accordance with this Agreement, the Business Associate Agreement and applicable provisions of HIPAA and HITECH. The parties further agree to take such action as is necessary to amend this Agreement and the Business Associate Agreement from time to time as is necessary to comply with the applicable requirements of any applicable provisions of HIPAA and HITECH. If any conflict exists between this Agreement and the Business Associate Agreement, the terms of the Business Associate Agreement shall govern.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

- I. COUNTY, through Grant, will pay CONTRACTOR the following compensation to offset expenses associated with the Services:

A	PERSONNEL SALARIES AND BENEFITS: Wages and benefits (36%) of Street Medicine personnel that are not billable to Medi-Cal including: <ul style="list-style-type: none">• RN (.50 FTE)• Care Management Coordinator (nonclinical staff support for data collection, operations, and reporting) (.20 FTE)	\$125,943.83
B	OPERATING EXPENSES: Outreach supplies, equipment, telecommunications	\$9,000.00
C	TRAVEL EXPENSES: Mileage	\$1,419.80
D	OTHER COSTS:	\$0
E	INDIRECT COSTS: Grant Management. Not to exceed 10% of modified direct costs.	\$13,636.36
CONTRACT TOTAL		\$150,000.00

- II. Submission of claims and reports will comply as follows:

- A. CONTRACTOR will submit quarterly invoices to:

Program Administrator or Designee
Social Services – Special Projects Team
747 S. State Street
Ukiah, CA 95482

- B. Original receipts and invoices for actual costs will need to be provided for reimbursement.
- C. Invoices submitted greater than ninety (90) days from end of relevant quarter must be accompanied by a letter explaining why the invoice is late. COUNTY has the sole authority to determine whether to approve or disapprove payment of late invoices.
- D. COUNTY will not approve payment of funds until CONTRACTOR has filed all reports required under this Agreement.
- E. Line-item budget shifts up to ten percent (10%) do not require COUNTY approval. Line-item budget shifts greater than ten percent (10%) require a pre-approval email from COUNTY's Program Administrator or designee.

F. Services and payments under this Agreement shall not exceed One Hundred Fifty Thousand Dollars (\$150,000) for the term of this Agreement.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D
CONTRACTOR ASSURANCE OF COMPLIANCE WITH
MENDOCINO COUNTY
Department of Social Services
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

NAME OF CONTRACTOR AND ADDRESS: **Ukiah Adventist Hospital**, a California nonprofit religious corporation **d.b.a. Adventist Health Ukiah Valley**, 275 Hospital Dr., Ukiah, CA 95482

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and **HEREBY GIVE ASSURANCE THAT** it will immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and **THE CONTRACTOR HEREBY GIVES ASSURANCE THAT** administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

05/28/2024
Date
275 Hospital Drive, Ukiah CA 95482
Address of CONTRACTOR


By: Jeff Mock, Treasurer

EXHIBIT E

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (this “**BAA**”) is made by and between Ukiah Adventist Hospital, a California nonprofit religious corporation, d.b.a. Adventist Health Ukiah Valley, on behalf of itself and each of its affiliated facilities (each a “**Covered Entity**” or “**CE**”), and the County of Mendocino (“**Business Associate**” or “**BA**”), and is effective as of the last date signed (the “**BAA Effective Date**”).

Recitals

- A.** BA provides certain services for or on behalf of CE (“**Services**”), pursuant to one or more agreements or arrangements (the “**Underlying Agreement**”), and, in the performance of the Services, BA creates, receives, maintains or transmits Protected Health Information (“**PHI**”).
- B.** CE and BA intend to protect the privacy and provide for the security of the PHI created, received, maintained, or transmitted by BA in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“**HIPAA**”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “**HITECH Act**”), and the implementation regulations promulgated by the U.S. Department of Health and Human Services (the “**HIPAA Regulations**”) and other applicable laws.
- C.** The HIPAA Regulations require CE to enter into an agreement containing specific requirements with BA prior to the disclosure of PHI, as set forth in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

Article 1 Definitions

- 1.1 General Definitions.** Unless otherwise provided in this BAA, all capitalized terms that are used in this BAA will have the same meaning as defined under HIPAA, the HITECH Act, and the HIPAA Regulations.
- 1.2 “Offshore”** means outside of the United States of America.
- 1.3 “Privacy Rule”** means the HIPAA Regulations that are codified at 45 C.F.R. Part 160 and 164, Subparts A and E.
- 1.4 “Protected Health Information”** or “**PHI**” has the same meaning as “protected health information” in 45 C.F.R. § 160.103, limited only to information provided by CE to BA or created or received by BA on CE’s behalf.
- 1.5 “Security Rule”** means the HIPAA Regulations that are codified 45 C.F.R. Part 160 and Part 164, Subparts A and C.

Article 2 Obligations of BA

- 2.1 Permitted Uses.** BA may not use PHI except for the purpose of performing the Services, or as otherwise explicitly permitted by this BAA or as Required By Law. Further, BA may not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use PHI: **(a)** for the proper management and administration of BA; **(b)** to carry out the legal responsibilities of BA; and **(c)** for Data Aggregation purposes for the Health Care Operations of CE.
- 2.2 Permitted Disclosures.** BA may not disclose PHI except for the purpose of performing the Services, or as otherwise explicitly permitted by this BAA or as Required By Law. BA may not disclose PHI in any manner that would constitute a violation of the Privacy Rule or the

HITECH Act if so disclosed by CE. However, BA may disclose PHI: **(a)** for the proper management and administration of BA; **(b)** to carry out the legal responsibilities of BA; or **(c)** for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses PHI to a third party for BA's proper management and administration or to carry out BA's legal responsibilities, the disclosure must be Required By Law, or prior to making any such disclosure, BA must obtain: **(y)** reasonable written assurances from such third party that such PHI will be held confidentially and only used or further disclosed as Required By Law or for the purposes for which it was disclosed to such third party; and **(z)** a written agreement from such third party to immediately notify BA of any breach of its confidentiality obligations of which it becomes aware.

2.3 Appropriate Safeguards. BA must comply with all applicable requirements of the Security Rule to the same extent the Security Rule applies to CE. BA will implement appropriate administrative, physical, and technical safeguards as are necessary to prevent the improper use or disclosure of PHI other than as permitted by this BAA. Without limiting the foregoing, BA may not **(a)** transmit PHI over a network that is not protected by Encryption technology, such as the Internet (i.e., a virtual private network must be used), or **(b)** maintain PHI on a laptop or other portable electronic media, unless such PHI has been secured by Encryption technology. BA will not **(c)** store any decryption key on the same device as encrypted PHI, or **(d)** transmit any decryption key over an open network. Any Encryption technologies utilized in complying with this Section must at a minimum meet the Federal Information Processing Standard ("FIPS") 140-2 encryption standard and any of its successor security standards. BA represents and warrants that its workforce members who may have access to PHI have been appropriately trained on their obligations under the HIPAA Regulations.

2.4 Mitigation. BA agrees to mitigate, to the maximum extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI in violation of this BAA including, but not limited to, removing a BA employee from working on or with CE information at the request of CE.

2.5 Reporting of Improper Access, Use or Disclosure. BA will notify CE in writing of any access to, use or disclosure of PHI not permitted by this BAA, including any Breach of Unsecured PHI and Security Incident, without unreasonable delay and no later than 5 days after discovery. Such notifications must include the following:

- (a)** A description of the impermissible access, use or disclosure of PHI, including identification of each BA employee who is reasonably believed to have impermissibly accessed, used or disclosed PHI;
- (b)** Identification of each Individual whose Unsecured PHI has been or is reasonably believed by BA to have been impermissibly accessed, used, or disclosed;
- (c)** The date the incident occurred and the date the incident was discovered;
- (d)** A description of the type(s) and amount of PHI involved in the incident, including copies of any PHI involved in the incident;
- (e)** A description of the investigation process to determine the cause and extent of the incident;
- (f)** A description of the actions BA is taking to mitigate and protect against further impermissible uses or disclosures and losses, including, but not limited to, proof of the actions described, copies of education and training materials, and revised policies and procedures;
- (g)** A description of the disciplinary BA is taking against each BA employee who is reasonably believed to have impermissibly accessed, used, or disclosed PHI;

- (h) A description of any steps Individuals should take to protect themselves from potential harm resulting from the impermissible use or disclosure of PHI; and
- (i) Any other information related to the incident that is reasonably requested by CE.

BA shall promptly supplement the notification with additional information regarding the incident as it obtains such information, including without limitation, its assessment as to whether the incident constitutes a reportable breach under 45 C.F.R. § 164.402 or state law.

Notwithstanding the foregoing, BA and CE acknowledge the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that are trivial in nature, such as pings and port scans, and CE acknowledges and agrees that no additional notification to CE of such unsuccessful Security Incidents is necessary. However, to the extent that BA becomes aware of an unusually high number of such unsuccessful Security Incidents due to the repeated acts of a single party, BA shall notify CE of these attempts and provide the name, if available, of said party.

BA will reimburse CE for (a) all reasonably incurred costs related to notifying Individuals of an impermissible access, use or disclosure of PHI by BA or its Subcontractors, and (b) all reasonably incurred expenses related to mitigating harm to the affected Individuals, such as credit monitoring services.

2.6 BA's Agents and Subcontractors. BA will ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of BA agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. BA will implement and maintain sanctions against Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation. BA will be legally responsible to CE for the actions and conduct of its Subcontractors involving PHI.

2.7 Access to PHI. BA will make PHI it maintains in Designated Record Sets available to CE for inspection and copying within 5 days of a request by CE in a manner that enables CE to fulfill its obligations under 45 C.F.R. § 164.524. If any Individual asks to inspect or access his or her PHI directly from BA, BA will notify CE in writing of the request within 5 days of the request. Any approval or denial of an Individual's request to access or inspect his or her PHI is responsibility of CE.

2.8 Amendment of PHI. Within 10 days of the receipt of a request from CE for an amendment to PHI that is maintained in a Designated Record Set by BA, BA will make the PHI available to CE for amendment in a manner that enables CE to comply with 45 C.F.R. § 164.526. If any Individual requests an amendment of PHI from BA, BA must notify CE in writing of the request within 5 days of the request. Any approval or denial of an amendment of PHI maintained by BA is the responsibility of CE.

2.9 Accounting Rights. BA will maintain a record of all disclosures of PHI that BA makes, if CE would be required to provide an accounting to an Individual of such Disclosures under 45 C.F.R. § 164.528. Within 10 days of notice by CE of a request for an accounting of Disclosures of PHI, BA will make available to CE all information related to Disclosures by BA and its Subcontractors necessary for CE to fulfill its obligations under 45 C.F.R. § 164.528. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA for at least six years. At a minimum the information collected and maintained will include: (a) the date of disclosure; (b) the name of the person who received the PHI and, if known, the address of the person; (c) a brief description of PHI disclosed; and (d) a brief statement of purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA, BA will, within 5 days of a request, forward it to CE in writing. It is CE's

responsibility to prepare and deliver any such accounting requested, and BA will not provide an accounting directly to an Individual.

2.10 Delegation of Obligations. To the extent that BA carries out CE's obligations under the Privacy Rule, BA shall comply with the requirements of the Privacy Rule that apply to CE in the performance of such obligations.

2.11 Access to Records. BA will make its internal practices, books, and records relating to the use and disclosure of PHI available, upon request, to CE and the Secretary for purposes of determining CE and BA's compliance with the Privacy Rule and this BAA.

2.12 Minimum Necessary. BA will request, use, and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure. BA understands and agrees that the definition of "minimum necessary" is in flux, and BA will keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

2.13 Data Ownership. Unless otherwise addressed in the Underlying Agreement, BA acknowledges that BA has no ownership rights in the PHI.

Article 3 Term and Termination

3.1 Material Breach. CE may terminate this BAA and any Underlying Agreement upon written notice to BA if CE determines that BA or its Subcontractors or agents breached a material term of this BAA, despite any contrary term in the Underlying Agreement. CE may choose to provide BA with an opportunity to cure any breach of this BAA, and CE may terminate this BAA if BA fails to cure the breach within the period specified in the notice of the breach.

3.2 Judicial or Administrative Proceedings. CE may terminate this BAA and the Underlying Agreement, despite any contrary term in the Underlying Agreement effective immediately, if **(a)** BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws, or **(b)** a finding or stipulating that BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which CE has been joined.

3.3 Effect of Termination. Upon termination of this BAA for any reason, BA will, at the option of CE, return or destroy all PHI that BA still maintains in any form, and will not retain any copies of such PHI. If return or destruction is unfeasible as determined by CE, BA will provide CE with written notice of the circumstances that BA believes make the return or destruction of the PHI infeasible and continue to extend the protections of this BAA to such information and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. If CE elects destruction of the PHI, BA will certify in writing to CE that such PHI has been destroyed. BA will be responsible for returning or destroying any PHI in the possession of its Subcontractors consistent with the requirements of this Section related to return and destruction of PHI.

Article 4 General Provisions

4.1 Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. Upon the request

of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Despite any contrary term in the Underlying Agreement, CE may terminate the Underlying Agreement and this BAA upon 30 days' written notice in the event **(a)** BA does not promptly enter into negotiations to amend this BAA when requested by CE pursuant to this Section, or **(b)** BA does not enter into an amendment to this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

4.2 Assistance in Litigation or Administrative Proceedings. BA shall make itself, and any Subcontractors, employees, or agents assisting BA in the performance of its obligations under this BAA available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy by BA, except where BA or its Subcontractor, employee, or agent is a named adverse party.

4.3 Disclaimer. CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for its decisions regarding the safeguarding of PHI.

4.4 Indemnification. BA will indemnify, defend, and hold CE and its employees, agents, officers, directors, members, subsidiaries, and affiliates harmless from and against any claim, cost, lawsuit, injury, loss, damages, or liability arising from **(a)** any breach by BA of its obligations under this BAA, or **(b)** any impermissible use or disclosure of PHI by BA or its Subcontractors, however caused. CE will indemnify, defend, and hold BA and its employees, agents, officers, directors, shareholders, members, subsidiaries, and affiliates harmless from and against any claim, cost, lawsuit, injury, loss, damages, or liability arising from a breach of this BAA by CE. The indemnification rights and obligations set forth in this Section are not subject to any limitation of liability provision contained in the Underlying Agreement.

4.5 Insurance. BA must carry cyber liability coverage with minimum limits of \$10,000,000 per occurrence, \$10,000,000 in the aggregate, including coverage for data reconstruction, financial damages resulting from the unauthorized disclosure of or general corruption or loss of personal data (including but not limited to PHI), identity theft monitoring services for Individuals whose PHI was compromised, costs of incident response, investigation and follow-up, coverage for actions of rogue employees and the costs of defending or responding to (including damages and fines) any investigations or informational requests from any regulatory agency or other governmental or quasi-governmental agency responsible for the control and use of PHI. To the extent not already required in the Underlying Agreement and upon CE's request, BA shall provide CE with an annual certificate of insurance to demonstrate its compliance with this provision.

4.6 Interpretation. The provisions of this BAA prevail over any provisions in the Underlying Agreement that may conflict or appear inconsistent with any provision in this BAA, provided that any terms in the Underlying Agreement that may provide greater protections to the privacy and security of PHI than are set forth in this BAA govern. This BAA and the Underlying Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA will be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

4.7 No Third-Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations, or liabilities.

4.8 Offshoring Prohibition. BA shall not, and shall not allow others to: **(a)** transfer or disclose any PHI outside of the United States of America; **(b)** store, whether or not on a temporary or permanent basis, any PHI in a location located outside the United States of America; or **(c)** otherwise process or allow access, even remote access, to any PHI from a location located outside the United States of America without CE's prior written consent. To obtain CE's prior written consent related to offshore activities, BA must submit a request for permission in writing to CE's Office of General Counsel. The request must include details sufficient to identify the Offshore entity, the specific PHI involved in the Offshore request, and a clear description of the Offshore activity. CE reserves the right to request and, upon that request BA must provide, additional documentation and evidence of Offshore entity's compliance with the terms of this BAA. BA shall ensure that representatives of CE and of Medicare plans in which CE participates have the right to audit any Offshore entity receiving PHI; provided, however, that such audits will be limited to the use and disclosure of PHI by the Offshore entity and the administrative, physical, technical, and organizational privacy and security safeguards, and policies, procedures, and documentation addressing the privacy and security of PHI.

4.9 Survival. The rights and obligations under Sections 2.9, 3.3, 4.2, and 4.4 survive termination of this BAA.

The parties have duly executed this BAA as of the BAA Effective Date.

Covered Entity

Ukiah Adventist Hospital, d.b.a.
Adventist Health Ukiah Valley

By:  John Beaman

Print Name: John Beaman

Title: Chief Financial Officer

Date: 05/28/2024

Business Associate

County of Mendocino

By: 

Print Name: Darcie Antle

Title: Chief Executive Officer

Date: 05/08/2024

Appendix A
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

<p>Jeff Mock <hr style="border: 0; border-top: 1px solid black; margin: 0;"/> (Type Name)</p>	<p>Ukiah Adventist Hospital, d.b.a. Adventist Health Ukiah Valley <hr style="border: 0; border-top: 1px solid black; margin: 0;"/> (Organization Name)</p>
<p>Treasurer <hr style="border: 0; border-top: 1px solid black; margin: 0;"/> (Title)</p>	<p>275 Hospital Drive Ukiah CA 95482 <hr style="border: 0; border-top: 1px solid black; margin: 0;"/> (Organization Address)</p>
<p> <hr style="border: 0; border-top: 1px solid black; margin: 0;"/> (Signature)</p>	<p>05/28/2024 <hr style="border: 0; border-top: 1px solid black; margin: 0;"/> (Date)</p>