

TULARE COUNTY AGREEMENT NO. \_\_\_\_\_

**COUNTY OF TULARE  
SERVICES AGREEMENT  
CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC.**

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**THIS AGREEMENT** (“Agreement”) is entered into as of \_\_\_\_\_, between the **COUNTY OF TULARE**, a political subdivision of the State of California (“COUNTY”), and **CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC.** (“CONTRACTOR”). COUNTY and CONTRACTOR are each a “Party” and together are the “Parties” to this Agreement, which is made with reference to the following:

- A.** WHEREAS, COUNTY has determined that a present need exists for the services set forth in this Agreement; and
- B.** WHEREAS, COUNTY is authorized to enter into this Agreement by the laws and regulations to which Agency is subject; and
- C.** WHEREAS, COUNTY and CONTRACTOR agree that the terms and conditions of this Agreement apply to the services provided hereunder; and
- D.** NOW, THEREFORE In consideration of the promises contained herein, the parties are willing to enter into this Agreement upon the terms and conditions set forth;

**THE PARTIES AGREE AS FOLLOWS:**

- 1. TERM:** This Agreement becomes effective as of July 1, 2020 and expires at 11:59 PM on June 30, 2021, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SERVICES:** See attached **Exhibit A**.
- 3. PAYMENT FOR SERVICES:** See attached **Exhibit B**. The maximum compensation to CONTRACTOR through this agreement is \$270,000
- 4. INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY’S “General Agreement Terms and Conditions” are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY’S “General Agreement Terms and Conditions” can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

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<input type="checkbox"/>	<b>Exhibit D</b>	Additional terms and conditions for federally-funded contracts. This Exhibit can be viewed at: <a href="http://tularecountycounsel.org/default/index.cfm/public-information/">http://tularecountycounsel.org/default/index.cfm/public-information/</a>
<input checked="" type="checkbox"/>	<b>Exhibit E</b>	Reporting Standards
<input checked="" type="checkbox"/>	<b>Exhibit F</b>	Monitoring and Audit
<input checked="" type="checkbox"/>	<b>Exhibit G</b>	HIPPA Business Associate Agreement

7. **NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY:**

Marichu A. Baker, Fiscal Manager  
 Tulare County Probation Department  
 221 South Mooney Boulevard, Room 206  
 Visalia, California  
 Phone No.: +1 (559) 713-2765  
 Fax No.: +1 (559) 713-2765

**With a Copy to:**

COUNTY ADMINISTRATIVE OFFICER  
 2800 West Burrel Avenue  
 Visalia, California 93291  
 Phone No.: +1 (559) 636-5005  
 Fax No.: +1 (559) 733-6318

**CONTRACTOR:**

CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC.  
 311 North Douty Street  
 Hanford, California 93230  
 Phone No.: +1 (559) 583-9300  
 Fax No.: +1 (559) 583-9307

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. **AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. **COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

TULARE COUNTY AGREEMENT NO. \_\_\_\_\_

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC.**

Date: 7/10/2020

By [Signature]

Print Name Frank Ruiz

Title Executive Director

Date: 7/10/2020

By [Signature]

Print Name REGINA B. BERKAMP

Title Director of Business Services

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**COUNTY OF TULARE**

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

By \_\_\_\_\_

Chair, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

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

By \_\_\_\_\_

Deputy Clerk

Approved as to Form  
County Counsel

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

By \_\_\_\_\_

Deputy

Matter # \_\_\_\_\_

## EXHIBIT A

### SCOPE OF WORK

#### **Champions Recovery Alternative Programs, Inc. ('Champions')**

#### **Adolescent Substance Use Disorder Treatment Services-Probation**

##### Overview:

Champions Recovery Alternative Programs, Inc. ('Champions') is a non-profit agency, governed by a Board of Directors, with oversight by an Executive Director. Under the Executive Director, there are various program managers, a Clinical Director, clinical supervisors, clinicians, administrative staff, a Medical Director, a Certified Public Accountant, substance use counselors, case managers, general facility monitors, clerical staff, and interns. Champions provides a wide array of behavioral health services, reentry services, and family programming. The mission of Champions is to "Put into order, disordered lives," focusing on the strengths and resiliency of clients to work collaboratively to rebuild broken lives, provide essential treatment and services to address robust and often complex behavioral health needs. Champions strives to create a chance for positive change in the lives of the clients and their families through trauma-informed, strength-based, innovative, and comprehensive delivery models.

##### Target Population:

Champions will serve the referred Tulare County juvenile probationers (target population is 12 through 17 years of age) and their respective parents/caregivers (during parental sessions) at the Champions Center location in Visalia (910 W. Center, Visalia CA) as well as the Tulare County Juvenile Detention Facility.

##### Activities:

Screening and assessment for substance use symptomology and treatment dosage are essential components of the American Society of Addiction Medicine (ASAM) system adopted by Champions. The ASAM criteria is a comprehensive set of guidelines for assessment, service planning, placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. Using the criteria as a guide to:

- Assist clients from assessment through treatment
- Work with the client to determine goals
- Evaluate the client's needs, using the criteria's multidimensional approach to determine where to focus treatment and services
- Determine intensity and frequency of service needed using the criteria's detailed guides to levels of care

Champions specifically utilizes the Matrix Model for Teens and Young Adults for matching severity and level of function with type and intensity of service, the Addictions Severity Index (ASI), and the Diagnostic and Statistical Manual of Mental Disorders-5 to assess client symptomology, treatment dosage, and diagnosis. Criminogenic elements will also be incorporated and addressed in treatment and case conceptualization. Further, additional screening and assessment tools for mental health will be utilized, including a strengths based Clinical Assessment, Beck Depression Inventory, and Hamilton Anxiety Scale, if deemed necessary

##### Specifics of the program include:

1. Individualized Treatment Plan—addresses the treatment needs of the juvenile, such as mental health, substance abuse, education, family needs, physical health needs, and other criminogenic

- domains. Treatment plans will be based on assessments, as well as collateral information and documentation
2. Intensive Case Management—including a Case Plan, which aligns with the Individualized Treatment Plan in order to ensure that clients receive guidance and monitoring of action steps towards goals
  3. Community supervision per Probation Department—Juvenile Division:
    - a. Based on risk assessment/ juvenile needs
    - b. Coordination of Champions and Probation for the collaborative treatment of the juvenile:
  4. Mental Health Services—including group and individual therapeutic interventions:
    - a. Assess developmental needs of juveniles
    - b. Address psychological maturity
    - c. Multidimensional Family Therapy (MDFT) as applicable
  5. Substance Abuse Services—including group and individual alcohol/ drug treatment:
    - a. Treatment Groups:
      - i. The Matrix Model for Teens and Young Adults-- provides a proven, evidence-based, flexible Intensive Outpatient Program (IOP) for alcohol and drug treatment that works for people between the ages of 13 to 25. It uses cognitive-behavioral therapy (CBT), and motivational interviewing (MI) to teach patients to analyze events and change thoughts, behaviors, and lifestyle related to alcohol and other drug use
      - ii. Additional CBT curriculum may be utilized, including Forward Thinking Journals from the Change Companies
    - b. Individual Counseling Sessions: Evaluate the progress of youth towards achieving the goals identified in their Treatment Plan
    - c. Urinalysis
  6. Educational Services—with a cooperative agreement with the County Department of Education to ensure that juveniles have their educational service needs met:
    - a. Development of a transition strategy/ plan for reentry into school
    - b. Participation in SARB/ IEP/ 504 plans (for those students with such needs)
    - c. Participation in disciplinary meetings
    - d. Educational planning for college/ vocational schools deemed age appropriate
  7. Successful Completion: Youth will be determined to have successfully completed the program when they achieve the following milestones:
    - a. Complete their assigned treatment dosage of group and individual counseling sessions
    - b. Complete the goals identified in their Treatment Plan
    - c. Complete a Recovery/ Discharge Plan
    - d. Complete their assigned Aftercare services
    - e. Remain abstinent from controlled substances and alcohol for 90 days as evidence through urinalysis
  8. Program Discharge: Champions will develop a policy identifying reasons for involuntary discharge from the program, including but not limited to the following:
    - a. Failure to participate in treatment services
    - b. Failure to make progress towards achieving treatment plan goals
    - c. Threatening or assaulting a staff member or client in the program
    - d. Failure to remain abstinent from drugs and alcohol
    - e. Providing drugs or alcohol to another participant in the program

Youth (target population is 12 through 17 years of age) will receive between 2 and 12 hours per week to treat multidimensional instability, high-intensity SUD treatment per ASAM Level of Care 2.1. Qualified ASAM based screening tools and assessments will be utilized in determining the ongoing diagnosis and justification for treatment dosage and level of care. Priority is placed on identifying all at-risk adolescents

and working collaboratively with other providers and parties for the most robust treatment delivery possible. A comprehensive treatment plan will be developed and will include: Cognitive Behavioral Therapy, psychoeducation, life skills, educational and vocational services, and health issues. To prevent relapse and support the adolescent's transition into recovery, Champions will provide/arrange for recovery support and other continuing care services after the completion of formal treatment. These recovery support services will be clearly outlined in the adolescent's recovery plan prior to discharge from treatment.

Additionally, ongoing evidence-based practices, such as Trauma- Focused Cognitive Behavioral Therapy (TF-CBT), will be offered to clients with identified mental health needs in the form of individual, parental, and family sessions. Interventions will address the client and family's trauma history while also fostering resiliency.

<b>Session/ Service Type</b>	<b>Estimated Units of Service (Per Session Type)</b>
<b>INTERVENTION PHASE</b>	
Individual SUD Counseling	8 Hours
SUD Treatment Groups	40 Hours
Case Management	4 Hours
Individual Psychotherapy	8 Hours
Family Systems/Family Dynamics	4 Hours
<b>Total Units of Service Intervention Phase</b>	<b>64 Hours</b>
<b>AFTERCARE PHASE</b>	
Relapse Prevention	3 Hours
Individual Counseling Sessions	3 Hours
Individual Psychotherapy	2 Hours
Family Education	2 Hours
Case Management	2 Hours
<b>Total Units of Service Aftercare Phase</b>	<b>12 Hours</b>
<b>MISCELLANEOUS CLIENT ACTIVITIES</b>	
Orientation, Eligibility, Assessment, Admissions, CalOMS, Initial Case Plan Development	6 Hours
Documentation	1 Hour
Crisis Intervention (varies)	1 Hour
Treatment Plan Updates (x3)	2 Hours
Weekly Staff Meetings	2 Hours
Exit Assessment (Planning)	3 Hours
Discharge Summary	2 Hours
<b>Total Units of Service Misc. Client Functions</b>	<b>17 Hours</b>
<b>ESTIMATED TOTAL UNITS OF SERVICE PER CLIENT 93 Hours</b>	

**Goals:**

1. Provide substance use treatment and/or additional outlined services to 100% of probationers referred by Tulare County Probation, inclusive of prevention, early intervention, interim, intervention, or referrals/linkages.

2. Decrease substance use related recidivism among the target population.
3. Reduce symptomology within the target population related to substance use and/or mental health symptomology.
4. Provide family sessions for parent's/care givers of the target population to address systemic trauma, reunification, communication, boundaries, and prosocial change within the unit.
5. Provide ancillary service and/ or linkages for all families of probationers referred into treatment.
6. Collaborate with Tulare County Probation on all cases referred to Champions, participate in meetings and case development, provide monthly (or as needed) reports to Tulare County Probation Department.

**EXHIBIT B**

**PAYMENT FOR SERVICES**

*Purpose:* Champions will serve the referred Tulare County juvenile probationers (target population is 12 through 17 years of age) within the Champions Center location in Visalia (910 W. Center, Visalia CA), Tulare County Juvenile Detention Facility, as well as any other location identified by the Tulare County Probation Department.

<b>Item</b>	<b>Cost Per Service</b>
Assessment/ Tx Plans Development/ Case Management	\$40 per hour
Group & Individual SUD Session	
Mental Health Services	\$90 per hour
Parental/ Caregiver Sessions	

***Total Annual Billing Maximum: \$270,000***

Champions will submit to Tulare County Probation Department all monthly invoices by the 15th of the following month.



## EXHIBIT C

### INSURANCE

#### PROFESSIONAL SERVICES CONTRACTS INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

#### A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

#### B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
  - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
  - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
  - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the COUNTY.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-: VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

\_\_\_\_\_ Automobile Exemption: I certify that \_\_\_\_\_ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

\_\_\_\_\_ Workers' Compensation Exemption: I certify that \_\_\_\_\_ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Name \_\_\_\_\_

Signature \_\_\_\_\_

## EXHIBIT E

### REPORTING STANDARDS

- A. CONTRACTOR will enter all relevant information into the case management system as identified by Tulare County Probation Department. Until a system is identified the CONTRACTOR will notify the COUNTY via fax, +1 (559) 713-3049, at the Juvenile Justice Center, regarding out of custody youth and +1 (559) 713-3046, at the Juvenile Detention Facility for in custody youth. Relevant information will include, but not be limited to: Treatment plan information; monthly reports, which include compliance and progress for each youth; and attendance or lack thereof. Monthly reports will be submitted by the 15<sup>th</sup> of the following month.
- B. CONTRACTOR will enter into the system or advise via fax, +1 (559) 713-3049, at the Juvenile Justice Center, regarding out of custody youth and +1 (559) 713-3046, at the Juvenile Detention Facility for in custody youth, the admission date on the admission date or no later than two (2) business days after the admission date on all clients referred for services.
- C. CONTRACTOR will enter into the system or advise via fax, +1 (559) 713-3049, at the Juvenile Justice Center, regarding out of custody youth and +1 (559) 713-3046, at the Juvenile Detention Facility for in custody youth, the discharge date and reason for the discharge no later than two (2) business days after the discharge on all clients referred for services.
- D. CONTRACTOR will correct errors in the system or advise via fax, +1 (559) 713-3049, at the Juvenile Justice Center, regarding out of custody youth and +1 (559) 713-3046, at the Juvenile Detention Facility for in custody youth, the correction as identified by the COUNTY and verified by the CONTRACTOR no later than two (2) business days from the date of notification.

## EXHIBIT F

### MONITORING AND AUDIT

COUNTY staff shall have the right to monitor, assess and evaluate the CONTRACTOR'S performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include but not limited to, audits, inspections of project premises, and interviews of project staff and participants. This fiscal audit shall be:

- Performed timely - not less frequently than annually and a report submitted timely. The audit is required to be completed no later than nine (9) months after the end of the subcontractor's fiscal year. The audit report is due to the Alcohol and Drug Division no later than thirty (30) days after the completion of the audit.
  - Performed in accordance with Government Auditing Standards – shall be performed by the COUNTY of an independent audit and be organization-wide.
  - All inclusive – includes an audit of the financial statements; an assessment of internal controls, including tests of transactions; and a determination with laws and regulators of all major programs and selected non-major program transactions. Programs which may be reviewed include, but are not limited to:
    - Adolescent Substance Use Disorder Treatment Services
1. The COUNTY shall prepare a summary worksheet of results from the audit resolutions performed for all CONTRACTORS. The summary worksheet shall include, but not be limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the CONTRACTOR performed an Independent expense verification review of the CONTRACTOR in making the determination; whether audit findings were issued, and if applicable date of management letter.
  2. Audits to be performed shall be, minimally, financial and compliance audits, and may include economy and efficiency and/or program results audits.
  3. Audits may be conducted by the COUNTY or an independent, third party, including either a private professional or a separate governmental agency or office. The audit will be conducted at a time specified by the COUNTY.

#### Records Retention

CONTRACTOR shall retain and safeguard all records for a minimum of five (5) years and shall be made available and subject to inspection. CONTRACTOR shall not destroy any records without written consent provided by the COUNTY.

## EXHIBIT G

### HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit shall constitute the Business Associate Agreement (the "Exhibit") between Contractor, (the "Business Associate") and the County of Tulare (the "Covered Entity"), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, "Services"), that are identified in the Agreement (as defined below).

Business Associate acknowledges and agrees that all Protected Health Information ("PHI") that is created or received by Covered Entity and disclosed or made available in any form, including but not limited to paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

**1. Purpose.** This Exhibit is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to PHI (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity. Such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPA ") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act") and amendments to include HIPA 's Administrative Simplification provisions.

**2. Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Exhibit are to Title 45 of the Code of Federal Regulations, parts 160 and 164 (the "HIPA Privacy Rule" and the "HIPA Security Rule") as in effect or as amended, and for which compliance is required, unless otherwise specified.

**3. Definitions.** Unless otherwise defined in this Agreement, the terms used in this Agreement shall have the meanings ascribed in the HIPAA Regulations; provided that PHI shall mean Protected Health Information, as defined in 45 C.F.R. section 160.103, limited to the Protected Health Information Business Associate received from, created, or received on behalf of Covered Entity as its Business Associate.

#### 4. **Obligations and Activities of Business Associate.**

Business Associate agrees to:

- a. Acknowledge that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, including the Security Rule's Administrative, Physical and Technical safeguard requirements and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.
- b. Not use or further disclose PHI other than as permitted or required by this Exhibit, or as required by law.
  1. Use appropriate safeguards to maintain the security, including compliance with Subpart C of 45 CFR Part 164, with respect to electronic PHI, to prevent use or disclosure of the PHI other than as provided for by this Agreement Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.
  2. To the extent practicable, Business Associate will secure all PHI by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.
- c. Report breach disclosures immediately to Covered Entity. Business associate: 1) shall report to Covered Entity any use or disclosure of PHI not provided for by this Agreement on the first day the Business Associate knows or should have known about it; 2) notify the Covered Entity of any and all breaches of PHI, and provide detailed information to the Covered Entity about the breach, along with the names and contact

## EXHIBIT G

### HIPAA BUSINESS ASSOCIATE AGREEMENT

information, when available, of all individuals whose PHI was involved. **(See Section 6 of this Exhibit for further detail.)** 3) agrees that such notification will meet the requirements of Section 13402 of the HITECH Act and § 164.410 of the amended HIPAA regulations.

- d. Enter into a written agreement with any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, pursuant to which such agent or subcontractor agrees to be bound by the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) if applicable. **(See Section 11 of this Exhibit for further detail.)**
- e. Make internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI available to the Covered Entity or to the Secretary of the United States Department of Health and Human Services ("Secretary"), for purposes of determining Business Associate's compliance with the HIPAA Privacy Rule and Security Rule. **(See Section 12 of this Exhibit for further detail.)**
  1. Business Associate shall concurrently provide to the Covered Entity a copy of any PHI that Business Associate provides to the Secretary.
- f. Maintain and make available the information required to provide an accounting of disclosures of PHI as would be required for Covered Entity to respond to a request by an individual for an account of disclosures of PHI in accordance with 45 CFR § 164.528.

#### 5. Permitted Uses and Disclosures by Business Associate.

- a. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).  
Unless otherwise limited in this Exhibit, Business Associate may:
- b. Use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as necessary to perform the services described in Exhibit A to the Agreement, or as

otherwise specified in the Master Exhibit, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

- c. Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
  - d. Disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains the appropriate medical release from the person whose PHI is being disclosed and the person to whom the PHI is disclosed provides reasonable assurances in writing that the PHI will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
  - e. Use PHI to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).
- #### 6. Reporting Unauthorized Uses and Disclosures.
- a. Business Associate agrees to notify Covered Entity of any breach, or security incident involving PHI of which it becomes aware, including any access to, or use or disclosure of PHI not permitted by this Exhibit. Such notification will be made immediately after discovery and will include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the PHI involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the individual under Section 164.404(c) at the time of the initial report

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### HIPAA BUSINESS ASSOCIATE AGREEMENT

or within three (3) days of the information becoming available.

- b. In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.
- c. A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the 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 the Business Associate.
- d. In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Exhibit, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Exhibit and the Agreement.

#### **7. Mitigation of Harmful Effects.**

- a. Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the following actions: breach, security incident, or unauthorized access, use or disclosure of PHI by Business Associate or its employees, officers, subcontractors, agents, or other representatives.
- b. Following the actions listed in Section 7(a) of this Exhibit, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.
- c. Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of PHI without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and

how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

#### **8. Indemnification.**

Business Associate agrees to:

- a. Hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 7 of this Exhibit.
- b. Assume responsibility for any and all costs associated with the Covered Entity's notification of individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.
- c. Hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Exhibit or from any acts or omissions related to this Exhibit by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorney's fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of the Agreement.

#### **9. Individuals' Rights.**

Business Associate agrees to:

## EXHIBIT G

### HIPAA BUSINESS ASSOCIATE AGREEMENT

- a. Provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under Section 164.524.
- b. Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an individual, and in the time and manner designated by the Covered Entity.
- c. Document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Section 164.528.
- d. Provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 9(c) of this Exhibit, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Section 164.528.
- e. Comply with any restriction to the use or disclosure of PHI that Covered Entity agrees to in accordance with Section 164.522.

#### 10. **Obligations of Covered Entity.**

Covered Entity

- a. Provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.
- b. Provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

#### 11. **Agents and Subcontractors of Business Associate.**

- a. Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Exhibit to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of PHI of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.
- b. Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

#### 12. **Audit, Inspection, and Enforcement.**

- a. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.
- b. With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of PHI to determine compliance with the terms of this Exhibit. Business Associate shall promptly correct any violation of this Exhibit found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under the Agreement.

13. **Permissible Requests by Covered Entity** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.



## EXHIBIT G

### HIPAA BUSINESS ASSOCIATE AGREEMENT

#### 14. Term and Termination.

- a. The terms of this Exhibit shall remain in effect for the duration of all services provided by Business Associate under the Agreement and for so long as Business Associate remains in possession of any PHI received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all PHI.
- b. Upon termination of the Agreement, Business Associate shall recover any PHI relating to the Agreement and this Exhibit in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such PHI, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the PHI, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the PHI in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the PHI, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Agreement and this Exhibit shall be extended to any PHI for so long as Business Associate maintains such PHI, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the PHI infeasible.
- c. Covered Entity may immediately terminate the Agreement if it determines that Business Associate has violated a material term of this Exhibit.

15. **Amendment.** The Parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

#### 16. Lost Revenues; Penalties/Fines.

- a. Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.
- b. 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.
- c. Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

17. **Entire Agreement.** This Exhibit constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

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