

**Third Amendment to Agreement By and Between
The County of Santa Clara and Professional Research Consultants, Inc.**

The Agreement ("Agreement"), entered into effective January 1, 2019, by and between the County of Santa Clara, a political subdivision of the State of California, d/b/a Santa Clara Valley Health and Hospital System ("County"), and Professional Research Consultants, Inc. ("Contractor") for provision of services to support the evaluation of patient satisfaction and patient experience at Santa Clara Valley Medical Center, is hereby amended as set forth below effective January 1, 2023 ("Third Amendment").

Background

The purpose of this Third Amendment is to extend the term, add additional funding, add COVID requirements, and revise exhibits.

The Agreement is amended as follows:

1. Section 1. Term, is revised and amended to read as follows:

This Agreement is effective from January 1, 2019 through December 31, 2023 unless otherwise terminated in accordance with Section 6.

2. Section 2. Compensation and Payment, Subsection c., is revised and amended to read as follows:

- c. The County's standard payment term shall be Net Thirty (30), unless otherwise agreed to by the parties. Payment shall be due Net Thirty (30) days from the date of receipt and approval of correct and proper invoices. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic funds transfer.

3. Section 2. Compensation and Payment, Subsection d., is revised and amended to read as follows:

- d. County does not guarantee any minimum compensation payable under this Agreement. The maximum annual compensation for all work performed under this Agreement shall not exceed \$1,527,900 for the term of this Agreement.

4. Section 36. COVID Requirements, is added to read as follows:

36. COVID Requirements

Contractor shall comply with all County requirements relating to COVID-19 for persons who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County, including but not limited to vaccination, as applicable and periodically updated, and available at

<<https://procurement.sccgov.org/doing-business-county/contractor-vaccinations>> and incorporated herein by this reference. Contractor shall complete the Contractor Certification of Compliance with COVID-19 Vaccine Requirements ("Certification"), attached hereto as Exhibit F: Contractor Certification of Compliance with COVID-19 Vaccine Requirements. Contractor shall comply with the requirements of this Section for the entire term of this Agreement.

Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section. Failure by Contractor to comply with any of the requirements of this Section (including but not limited to vaccination and masking requirements and completion and submittal of the Certification) is a material breach of this Agreement, and the County may, in its sole discretion terminate this Agreement immediately or take other action as the County may determine to be appropriate.

5. Section 37. Exclusion Screening of Personnel, is added to read as follows:

37. Exclusion Screening of Personnel

37.1 Contractor represents and warrants that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, if applicable, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor certifies that it has performed an appropriate screening of Service Providers prior to making this certification, that it will screen all new Service Providers, and that it will monitor the status of existing Service Providers on a monthly basis. Contractor further certifies that all directors, managing employees, and owners of five percent interest, or more, in Contractor's business have not been convicted of any health care related offenses nor excluded from Medicare, Medi-Cal, or any other federal or state funded health care program. The County reserves the right to audit Contractor's compliance with the screening requirements in this Section.

37.2 Contractor agrees to notify the County immediately should Contractor or Service Provider be audited, investigated, administratively or criminally charged, or convicted of a health care related offense, becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42 U.S.C. 1320a-7b (f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. During the pendency of any such proceedings, Contractor, or a Service Provider may, at the request of County, be removed from any responsibility for or involvement in the provision of services under this Agreement. It is the Contractor's obligation to keep

the County fully informed about the status of such proceedings and to consult with the County prior to taking any action which will directly impact the County. This Agreement may be terminated immediately by County upon the actual exclusion, debarment, loss of licensure, or conviction of Contractor or of a Service Provider of a health care offense.

37.3 Contractor will indemnify, defend, and hold harmless County for any loss or damage resulting from the conviction, debarment, or exclusion of Contractor, or Service Providers, or subcontractors.

6. Exhibit A: Scope of Service, Section II. Service Description, Subsection A. Telephone Patient Satisfaction and Patient Experience Surveys, item I., is added to read as follows:

I. Outpatient Ambulatory Services (OAS) CAHPS

7. Exhibit A: Scope of Service, Section III. County Responsibilities, is added to read as follows:

III. County Responsibilities

a. Authorized Workforce

That County may assume that members of County 's Workforce who provide information to Contractor and/or who request or receive PHI from Contractor are authorized to disclose, request or receive such PHI on behalf of County.

b. Use and Disclosure of PHI

To only provide Contractor with PHI that Contractor reasonably needs to perform the Services detailed in the applicable agreement between the Parties. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under HIPAA's Privacy and Security Standards if done by County and that it shall limit its requests to the minimum necessary PHI required to fulfill the purpose of County 's use or further disclosure of such PHI.

c. Notice of Privacy Practices

To provide Contractor with the Notice of Privacy Practices that County provides in accordance with 45 CFR 164.520. County will notify the Contractor, in writing and in a timely manner, of any limitations in its Notice of Privacy Practices, to the extent such may affect the use and/or disclosure of PHI by the Contractor under this Agreement.

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8. **Exhibit B: Compensation, Section I. Rates**, is added to read as follows:

Study Type	Price per Interview	Annual Base Fee
OAS CAHPS Study, Telephone Administration	\$0.00	\$10,370.00
OAS CAHPS Study, Telephone and Email Survey Administration	\$0.00	\$9,775.00

9. **Replace Exhibit C: Insurance Requirements with Exhibit C-1: Insurance Requirements**, which is attached hereto and incorporated herein by this reference.

10. **Replace Exhibit D: Business Associate Agreement with Exhibit D-1: Business Associate Agreement**, which is attached hereto and incorporated herein by this reference.

11. **Add Exhibit F: Contractor Certification of Compliance with COVID-19 Vaccine Requirements Insurance Requirements**, which is attached hereto and incorporated herein by this reference.

Except as set forth herein, all other terms and conditions of the Agreement as amended by this Third Amendment shall remain in full force and effect. In the event of a conflict between the original Agreement and this Third Amendment, the terms of this Third Amendment shall control.

The Agreement as amended by this Third Amendment constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior oral and written agreements, and representations and understandings between the parties concerning such subject matter.

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This Third Amendment may be executed by the parties in any number of separate counter parts, each of which shall be deemed an original and all of which, taken together shall be deemed to constitute one and the same instrument.

INTENDING TO BE BOUND HEREBY, the parties have caused their authorized representatives to execute this Third Amendment as set forth below:


COUNTY

DocuSigned by:

 47ECF3A78343489... 9/19/2023
Paul E. Lorenz **Date**
 Chief Executive Officer
 Santa Clara Valley Healthcare


CONTRACTOR

DocuSigned by:

 189E55ED09C44AE... 9/15/2023
Joe M. Inguanzo **Date**
 President/CEO
 Professional Research Consultants, Inc.

APPROVED BY

DocuSigned by:

 24ED93D3C9664E9... 10/2/2023
Greta S. Hansen, J.D **Date**
 Chief Operating Officer
 County of Santa Clara

APPROVED BY

DocuSigned by:

 494D2C6946AD48B... 9/18/2023
Vinod K. Sharma **Date**
 Chief Financial Officer
 County of Santa Clara Health System

APPROVED AS TO FORM AND LEGALITY

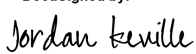
DocuSigned by:

 36A68029B8F34E5... 9/18/2023
Jordan Keville **Date**
 Deputy County Counsel

Exhibit C-1
INSURANCE REQUIREMENTS
FOR STANDARD CONTRACTS ABOVE \$100,000

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Products/Completed Operations aggregate - \$2,000,000
 - d. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees

shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Cyber Liability

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000

7. Cyber liability coverage shall include at a minimum, but not limited to:

- a. Information Security and Privacy Liability
- b. Privacy Notification Costs

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

Exhibit D-1
BUSINESS ASSOCIATE AGREEMENT
(Revised 06/2022)

WHEREAS, the County of Santa Clara ("County") is a hybrid entity, performing both covered and non-covered functions under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and seeks to disclose certain Protected Health Information (defined below) to Professional Research Consultants, Inc. ("Business Associate") pursuant to the terms of the Agreement between the Parties to this Business Associate Agreement (BAA); and

WHEREAS, the County of Santa Clara Health System (CSCHS), which is part of the County and is comprised of multiple County Departments, including the Santa Clara Valley Medical Center Hospital and Clinics (SCVMC), O'Connor Hospital and Clinics (OCH), St. Louise Regional Hospital and Clinics (SLRH), the Behavioral Health Services Department (BHSD), the County Public Health Department (PHD), the County Custody Health Services Department (CHSD), and the Valley Health Plan (VHP); and

WHEREAS, CSCHS and the additional County departments and offices designated in the County of Santa Clara Board of Supervisors Policy Manual Section 3.40 (General Policy Relating to the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) (HIPAA) are a "covered entity" under HIPAA and shall be referred to as the "Covered Entity" for purposes of this BAA; and

WHEREAS, the Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI used and disclosed pursuant to this BAA in compliance with HIPAA; the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively, the "HIPAA Regulations"); California Welfare & Institutions Code Section 5328; 42 U.S.C. Section 290dd-2; 42 C.F.R Part 2; California Confidentiality of Medical Information Act (Civil Code, §56 *et seq.*); California Health & Safety Code Section 1280.15 *et seq.*; and other applicable laws; and to the extent the Business Associate is to carry out the Covered Entity's obligation under the Privacy Rule (defined below), the Business Associate must comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation.

WHEREAS, part of the HIPAA Regulations, the Privacy Rule and the Security Rule (both of which are defined below) require covered entities to enter into a contract containing specific requirements with any business associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (C.F.R.) and contained in this BAA.

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

I. Definitions

Terms used, but not otherwise defined, and terms with initial capital letters in the BAA have the same meaning as defined under HIPAA, the HITECH Act, HIPAA Regulations, and other applicable laws.

Business Associate is a person, organization, or agency other than a workforce member that provides specific functions, activities, or services that involve the use, creation, or disclosure of PHI for, or on behalf of, a HIPAA covered health care component. Examples of business associate functions are activities such as claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, repricing; and legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services.

Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. §164.501.

Electronic Protected Health Information or ePHI means Protected Health Information that is maintained in or transmitted by electronic media as defined by 45 C.F.R. § 160.103.

Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

Health Care Operations shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. §164.501.

Privacy Breach shall mean any acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted or allowed under state or federal privacy laws.

Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

Protected Health Information or PHI means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. §160.103. Protected Health Information includes ePHI.

Protected Information shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on the Covered Entity's behalf.

Security Incident shall mean, as set forth in 45 C.F.R. § 164.304, "the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or

interference with system operations in an information system.” Security Incident shall not include, (a) unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate, or (b) immaterial incidents that occur on a routine basis, such as general “pinging” or “denial of service” attacks.

Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h)(1) and 45 C.F.R. § 164.402.

II. Duties & Responsibilities of Business Associate

a. Permitted and Prohibited Uses. Business Associate shall use Protected Information only for the purpose of performing Business Associate’s obligations under the Agreement, as otherwise permitted or required under the Agreement, and for:

(i) the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, or (iii) data aggregation purposes for the Health Care Operations of Covered Entity. [45 C.F.R. §§ 164.502(a)(3), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)]. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule, Welfare & Institutions Code Section 5328, 42 C.F.R. Part 2, the HITECH Act, or other applicable law if so used by Covered Entity.

b. Permitted and Prohibited Disclosures. Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate’s obligations under the Agreement, as permitted or required under the Agreement, and as required by law. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule, 42 C.F.R. Part 2, Welfare & Institutions Code Section 5328, the HITECH Act, or other applicable law if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; or (iii) for data aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any Privacy Breaches of confidentiality of the Protected Information within twenty-four (24) hours of discovery, to the extent it has obtained knowledge of such Privacy Breach. [42 U.S.C. §17932; 45 C.F.R. §§ 164.504(e)(2)(i)-(ii)(A) and 164.504(e)(4)(ii)].

c. Additional Prohibited Uses and Disclosures. Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. [42 U.S.C. §17936(a) and 45 C.F.R. § 164.501]. Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the individual has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Information solely relates. [42 U.S.C. §17935(a); 45 C.F.R. §164.502(a)(5)(ii)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. [42 U.S.C. §17935(d)(2)]. This prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.

d. Appropriate Safeguards. Business Associate shall implement appropriate administrative, technological, and physical safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this BAA that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Information, and comply, where applicable, with the HIPAA Security Rule with respect to Electronic PHI. Business Associate, including any of its agents and subcontractors, shall not create, receive, maintain, transmit, or store Protected Information outside the United States.

e. Reporting of Improper Access, Use, or Disclosure. Business Associate shall notify Covered Entity via the CSCHS Ethics, Privacy & Compliance Office (as detailed below) within twenty-four (24) hours of any suspected or actual Privacy Breach of Protected Information; any use or disclosure of Protected Information not permitted by this Agreement; any security incident (*i.e.*, any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in any information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by Business Associate or its agents or subcontractors.

Business Associate shall report to CSCHS Ethics, Privacy & Compliance Office in writing any suspected or actual access, use, or disclosure of Protected Information not permitted by the Agreement, including this BAA, and any other applicable state or federal law, including, but not limited to 42 U.S.C. Section 17921; 45 C.F.R. §164.504(e)(2) (ii) (C); 45 C.F.R. §164.308(b); California Health & Safety Code Section 1280.15, California Confidentiality of Medical Information Act (California Civil Code Section 56.10), California Welfare & Institutions Section 5328 to the following contacts:

Ethics, Privacy & Compliance Office
 County of Santa Clara Health System
 2325 Enborg Lane, Suite 290
 San Jose, California 95128
 Facsimile: (408) 885-6006 Telephone: (408) 885-3794
 Email: ComplianceOfficer@hhs.sccgov.org

Notification shall include, to the extent possible, the following: (1) a brief description of what happened, including the date of the suspected or actual Privacy Breach and/or Security Incident, and the date of the discovery of the Privacy Breach, if known and applicable; (2) the location of the breached information; (3) the unauthorized person who used the Protected Information or to whom the disclosure was made; (4) whether the Protected Information was actually acquired or viewed; (5) a description of the types of Protected Information that were involved in the Privacy Breach and/or Security Incident; (6) safeguards in place prior to the Privacy Breach and/or Security Incident; (7) actions taken in response to the Privacy Breach and/or Security Incident; (8) any steps individuals should take to protect themselves from potential harm resulting from the Privacy Breach and/or Security Incident; (9) a brief description of what the business associate is doing to investigate the Privacy Breach and/or Security Incident, to mitigate harm to individuals, and to protect against further Privacy Breaches and/or Security Incidents; and (10) contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, and website or postal address. [45 C.F.R. §§164.410(c) and 164.404(c)]. Business Associate shall take any action pertaining to such actual or suspected Privacy Breach and/or Security Incident required by applicable federal and state laws and regulations, including 45 C.F.R. §164.410 with respect to reporting Privacy Breaches of Unsecured PHI. [42 U.S.C. §17921; 45 C.F.R. §§164.504(e)(2)(ii)(C), Section 164.308(b)]

f. Business Associate's Agents and Subcontractors. Business Associate shall ensure that any agents or subcontractors to whom it provides Protected Information agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such Protected Information and implement the safeguards required by paragraph (II)(d) above with respect to Electronic PHI provided by Covered Entity or created or received on Covered Entity's behalf. [45 C.F.R. §§ 164.502(e)(1)(ii), 164.504(e)(2)(ii)(D) and 164.308(b)]. If Business Associate knows of a pattern of activity or practice of an agent or subcontractor that constitutes a material breach or violation of an agent or subcontractor's obligations under their contract or addendum or other arrangement with the agent or subcontractor, the Business Associate must take reasonable steps to cure the breach or end the violation. If these steps are unsuccessful, Business Associate shall sanction or terminate the contract or arrangement with agent or subcontractor, if feasible. [45 C.F.R. §164.504(e)(1)(iii)]. Business Associate shall provide written notification to Covered Entity of any pattern of activity or practice of a subcontractor or agent that Business Associate believes constitutes a material breach or violation of the agent or subcontractor's obligations under the contract or addendum or other arrangement with the agent or subcontractor within twenty four (24) hours of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

g. Access to Protected Information. Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within ten (10) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. §164.524. [45 C.F.R. Section 164.504(e)(2)(ii) (E); 42 C.F.R.

part 2 and Welfare & Institutions Code Section 5328]. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e)(1). If any individual requests access to Protected Information Covered Entity in writing within five (5) days of the request.

h. Electronic PHI. If Business Associate receives, creates, transmits, or maintains ePHI on behalf of Covered Entity, Business Associate will, in addition, do the following:

- (1) Develop, implement, maintain, and use appropriate administrative, physical, and technical safeguards in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320(s) or the United States Code and Title 45, Part 162 and 164 of C.F.R. to preserve the integrity and confidentiality of all ePHI received from or on behalf of Covered Entity.
- (2) Document and keep these security measures current and available for inspection by Covered Entity.
- (3) Ensure that any agent, including a subcontractor, to whom the Business Associate provides ePHI received from or on behalf of Covered Entity, agrees to implement reasonable and appropriate safeguards to protect it.
- (4) Report to the Covered Entity, as provided in Section 2(d), any actual or suspected Privacy breach and/or Security Incident of which it becomes aware.

i. Amendment of Protected Information. Within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule. If any individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity.

j. Accounting Rights. Business Associate agrees to document such disclosures of Protected Information 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 the Privacy Rule and the HITECH Act. [42 U.S.C. § 17935(c) and 45 C.F.R. § 164.528]. Business Associate agrees to implement a process that allows for an accounting of disclosures to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. Accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for three (3) years prior to the request, and only to the extent Business Associate maintains an Electronic Health Record and is subject to this requirement.

At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) 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. [45 C.F.R. §164.528(b)]. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall forward it to Covered Entity in writing within five (5) days of the request. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in the Agreement and this BAA.

k. Governmental Access to Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Business Associate's compliance with the Privacy Rule). [45 C.F.R. §164.504(e)(2)(ii)(I)]. Business Associate shall concurrently provide to Covered Entity a copy of any internal practices, books, and records relating the use and disclosure of Protected Information that Business Associate provides to the Secretary.

l. Minimum Necessary. Business Associate and its agents or subcontractors shall request, use, and disclose only the minimum amount of Protected Information reasonably necessary to accomplish the purpose of the request, use, or disclosure in accordance with 42 U.S.C. Section 17935(b).

m. Protected Information Ownership. Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Information governed by this BAA, and all rights, interests, and title remain vested in the County at all times.

n. Warranties and Disclosures. Business Associate assumes risk for any and all use of Protected Information. Covered Entity assumes no liability or responsibility for any errors or omissions in, or reliance upon, the Protected Information, including, but not limited to information electronic systems. Covered Entity makes no representations or warranties of any kind, express or implied, including but not limited to: accuracy, completeness, or availability of content, non-infringement, merchantability, or fitness for a particular use or purpose. Covered Entity does not warrant that Protected Information is free of viruses or other harmful components or that service will be uninterrupted or error-free, or that defects will be corrected.

o. Audits, Inspection, and Enforcement. Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies, and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether Business Associate has complied with this BAA;

provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing, and location of such an inspection; (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate.

The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies, and procedures does not relieve Business Associate of its responsibility to comply with the BAA, nor does Covered Entity's (i) failure to detect any unsatisfactory practices; or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices; constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the Agreement or BAA. Business Associate shall notify Covered Entity within five (5) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights of the U.S. Department of Health and Human Services.

III. Termination

a. Material Breach. A Breach by Business Associate of any provision of this BAA shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement, notwithstanding any provision in the Agreement to the contrary. [45 C.F.R. §164.504(e)(2)(iii)].

b. Judicial or Administrative Proceedings. Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, 42 C.F.R. Part 2, the HIPAA Regulations or other security or privacy laws; or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, 42 C.F.R. Part 2, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding.

c. Effect of Termination. Upon termination of the Agreement for any reason, Business Associate shall, at the option of Covered Entity, immediately return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, Business Associate shall continue to extend the protections of Section II of the BAA to such information, and limit further use of such Protected Information to those purposes that make the return or destruction of such Protected Information infeasible. [45 C.F.R. § 164.504(e)(ii)(2)(i)]. If County elects destruction of the Protected Information, Business Associate shall certify in writing to County that such Protected Information has been destroyed.

IV. General Provisions

a. Indemnification. In addition to the indemnification language in the Agreement, Business Associate agrees (i) to be responsible for, and defend, indemnify, and hold harmless the Covered Entity for any breach of Business Associate's privacy or security obligations under the Agreement, including any fines, penalties, and assessments that may be made against Covered Entity or the Business Associate for any Privacy Breaches or late reporting; and (ii) to pay and bear responsibility for the cost of and notice for any credit monitoring services.

b. Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the use and safeguarding of PHI.

c. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are evolving and that amendment of the Agreement or 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 California laws relating to the security or confidentiality of PHI. Upon the request of any Party, the other Party agrees to promptly enter into negotiations concerning the terms of an amendment to the BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable California laws relating to the security or confidentiality of PHI.

Covered Entity may terminate the Agreement between the Parties or the provisions of this BAA upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Agreement when requested by Covered Entity pursuant to this section or (ii) Business Associate does not enter into an amendment to the Agreement providing assurances regarding the safeguarding of Protected Information that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

d. Assistance in Litigation of Administrative Proceedings. Business Associate shall notify Covered Entity within forty-eight (48) hours of any litigation or administrative proceedings commenced against Business Associate or its agents or subcontractors. Business Associate shall make itself, and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under the Agreement, including this BAA, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, 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, except where Business Associate or its subcontractor, employee, or agent is named as an adverse party.

e. No Third-Party Beneficiaries. Nothing express or implied in the Agreement, including this BAA, is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

f. Effect on Agreement. Except as specifically required to implement the purposes of the BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

g. Interpretation. The BAA 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 shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, 42 C.F.R. Part 2, the Privacy Rule, and the Security Rule and other applicable California laws relating to the security or confidentiality of PHI.

h. Governing Law, Venue. This Business Associate Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

i. Survivorship. The respective rights and responsibilities of Business Associate related to the handling of Protected Information survive termination of this Agreement.

V. Drug and Alcohol Records

a. Covered Entity and Business Associate agree that when drug and alcohol treatment records are included in the contracted scope of services, the Business Associate will act as a “qualified service organization” or a “QSO” within the meaning of the federal law governing Confidentiality of Alcohol and Drug Abuse Patient Records and its implementing regulations, 42 C.F.R. Part 2; and

b. Adherence to the Requirements of 42 C.F.R. Business Associate acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with records and information for CSCHS patients under this Agreement and BAA, it is fully bound by the regulations governing confidentiality of alcohol and drug abuse patient records, 42 C.F.R. §2.1 *et seq.*, and HIPAA, and may not use or disclose the information except as permitted or required by this BAA or applicable law.

c. Resist Efforts in Judicial Procedures. Business Associate agrees to resist any efforts in judicial proceedings to obtain access to the Protected Information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Records, 42 C.F.R. Part 2.

Exhibit F
CONTRACTOR CERTIFICATION OF COMPLIANCE WITH
COVID-19 VACCINE REQUIREMENTS
(Effective September 27, 2022)

Contractor Information:

Contractor name:

Professional Research Consultants, Inc.

Name of Contractor representative:

Joe M Inguanzo, PhD

Contractor phone number:

402-592-5656

Contractor email address:

joe@prccustomresearch.com

Contractor Certification. On behalf of Contractor, I hereby certify that:

1. Contractor has reviewed and is in compliance with all current County requirements regarding COVID-19 vaccination applicable to contractor's personnel working at County facilities, including but not limited to the requirements in the County's memorandum regarding COVID- 19 Vaccine Requirement for County Personnel ("County Vaccine Policy"), the County's memorandum regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, all current State and County Health Officer orders, and any other County requirements. These memoranda and current County policies are accessible at <<https://procurement.sccgov.org/doing-business-county/contractor-vaccinations>>. Contractor understands that it is responsible for reviewing and maintaining compliance with all subsequent revisions or amendments to State and County orders and requirements regarding COVID-19.
2. As of the date signed below:
 - a. Contractor understands that it must confirm, and has confirmed, that all of contractor's personnel (including any subcontractor personnel) who routinely perform services for the County onsite and share airspace with or proximity to other people at an indoor County facility as part of their services for the County¹ are:
 - i. Fully vaccinated against COVID-19 as defined and required in the County Vaccine Policy;² **or**

¹ As established in the County's Memorandum Regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, contractors performing work at closed construction sites are not required to comply with the County's vaccination requirements, but must comply with all applicable federal, state, and local public health laws, including but not limited to any vaccination, testing, and masking requirements.

² County departments are required by law to implement any State-issued requirements, including ones that are more restrictive than the County's internal policies. As of the date of this policy, the California Department of Public Health (CDPH) requires that workers in [health care facilities](#), as well as specified workers in [custodial settings](#), obtain a COVID- 19 booster dose. Thus, contractor personnel subject to this CDPH booster requirement are expected to comply with it, in addition to the County's policy. The exemption process in Section C of the County Vaccine Policy shall apply to any requests for exemption from the State booster requirement.

- ii. Have a legally sufficient and approved medical, disability, or religious exemption from vaccination that has been granted by contractor.
- b. Contractor has verified and will continue to verify the vaccination status of all staff working on site at any County facility, and has obtained proof of vaccination from its staff in a form consistent with the California Department of Public Health's Vaccine Records Guidelines and Standards.
- 3. If contractor seeks to send any personnel who are not fully vaccinated to work indoors at any County facility because the contractor has granted them an exemption, contractor shall notify the County in writing by providing a list of any such personnel to the COVID-19 Designee for the department that manages the facility where the contractor personnel will be working at least 96 hours in advance of any such personnel arriving onsite so that the department has sufficient time to determine whether it will approve the contractor's requests that its personnel work onsite and, if approved, can ensure that the contractor has complied with all applicable COVID- 19 safety requirements for unvaccinated individuals, including, where applicable, regular testing and the use of a fit-tested N95 mask.³ Notice must be separately provided to each department that manages a facility where contractor seeks to assign personnel to work onsite.
- 4. If any of contractor's personnel are noncompliant with vaccination or testing requirements, contractor will notify the County Department for which they are providing services immediately and will not permit those personnel to go onsite at a County facility without express written permission from the County.
- 5. Contractor will comply with all reasonable requests by the County for documentation demonstrating the contractor's compliance with this Certification.

I verify the truth and accuracy of the statements in this Certification under penalty of perjury under the laws of the State of California.

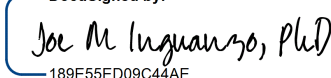
Joe M Inguanzo, PhD

President and CEO

Name of authorized representative of
Contractor

Title

DocuSigned by:


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9/15/2023

Signature

Date

³ If contractor sends personnel who are not fully vaccinated, it is contractor's obligation to ensure that it has any necessary authorization under the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56 *et. seq.*, and under any other laws to share this information with the County.