

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
BREATHE CALIFORNIA**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Breathe California, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing tobacco cessation and smoke-free housing education services throughout San Mateo County.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit B—Payments and Rates
Attachment A, B and C —Services
Attachment H—HIPAA Business Associate Requirements
Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Attachment A, B and C.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed TWO HUNDRED EIGHTEEN THOUSAND THREE HUNDRED EIGHTY TWO (\$218,382).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2013, through June 30, 2015.

This Agreement may be terminated by Contractor, the Chief of the Health System, or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

7.1 General Hold Harmless. Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Contractor or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent

jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7.2 Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; (b) any aspects of the services under this Agreement which have been used

by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Workers' Compensation and Employer's Liability Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
- (2) **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the

amount specified below.

Such insurance shall include:

(a) Comprehensive General Liability	\$1,000,000
(b) Motor Vehicle Liability Insurance	\$1,000,000
(c) Professional Liability	\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- B. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.
- C. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- D. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:
- Contractor complies with Chapter 2.84 by:
 - offering the same benefits to its employees with spouses and its employees with domestic partners.
 - offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
 - Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
 - Contractor does not comply with Chapter 2.84, and a waiver must be

sought.

- E. *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.
- F. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.

Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

- G. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation; and/or
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing

Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

13. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause & Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each

party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Brian Zamora, Director, Family Health Services
2000 Alameda de las Pulgas, Suite 200
San Mateo, CA 94403
Telephone: (650) 573-3426
Facsimile: (650) 578-8939
Email: bzamora@smcgov.org

In the case of Contractor, to:

Linda Civitello-Joy, CEO
Breathe California: Golden Gate Public Health Partnership
2171 Junipero Serra Blvd., Suite 720
Daly City, CA 94014
Telephone: (650) 994-5868
Facsimile: (650) 994-4601
Email: lindacj@ggbreathe.org

17. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

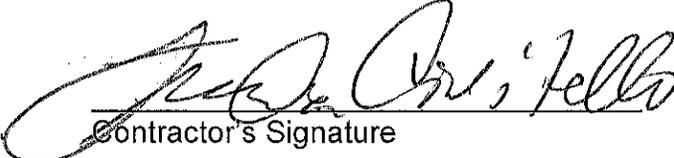
By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

BREATHE CALIFORNIA


Contractor's Signature

Date: 07-29-2013

(Revised 7/1/13)

Exhibit B

In consideration of the services provided by Contractor in Attachments A, B and C, and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Smoke Free MUH Policy Project (July 1, 2013 – June 30, 2014)

- A. Contractor will provide services described in column labeled “Major Activities” in Attachment A by the date listed in the column labeled “Completion Date”.
- B. Contractor will invoice County per amount described in the column labeled “Payment” in Attachment A upon completion of each major activity, and County will remit payment.
- C. The maximum amount to be paid to Contractor for services in Attachment A is FORTY-SIX THOUSAND DOLLARS (\$46,000).

Tobacco Cessation Services (July 1, 2013 – June 30, 2014)

- A. Contractor will provide services described in columns labeled “Major Activities” in Attachments B by the date listed in the column labeled “Completion Date”.
- B. Contractor will invoice County per amount described in the columns labeled “Payment” in Attachments B upon completion of each major activity, and County will remit payment.
- C. The maximum amount to be paid to Contractor for services in Attachments B is EIGHTY THOUSAND DOLLARS (\$80,000).

**Collaboration for Children’s Asthma Management and Prevention
(July 1, 2013 - June 30, 2015)**

- A. Contractor will provide services described in Attachment C by the dates listed.
- B. Contractor will invoice County quarterly actual costs incurred for salaries, benefits, operating expenses and indirect costs during the quarter. The invoice due dates are as follows:

September 30, 2013	September 30, 2014
December 31, 2013	December 31, 2014
March 31, 2014	March 31, 2015
June 30, 2014	June 30, 2015

- C. The maximum amount to be paid to Contractor for services in Attachment C is NINETY TWO THOUSAND THREE HUNDRED EIGHTY TWO (\$92,382).

In any event, the total amount to be paid to Contractor for services rendered shall not exceed TWO HUNDRED EIGHTEEN THOUSAND THREE HUNDRED EIGHTY TWO (\$218,382) for the Agreement term.

Attachment A – Smoke Free MUH Policy Project (Services, payments, and rates for July 1, 2013 – June 30, 2014)

<p>Agency Name</p>	<p>Breathe California/Golden Gate Public Health Partnership</p>		
<p>Project Title</p>	<p>Smoke Free MUH Policy Project</p>		
<p>Breathe California Smoke Free MUH Policy Goal: In partnership with local elected officials and housing residents/associations in one jurisdiction (that will be determined within 3 months of this contract), Breathe will advocate to implement a smoke-free housing policy designating a minimum of 100% of their units as smoke-free (including patios and balconies).</p>			
<p><u>Objective</u></p>	<p><u>Major Activities</u></p>	<p><u>Completion Date</u></p>	<p><u>Documentation/ Process Measures</u></p>
<p>1. By April 15, 2014, youth and/or community members and staff will conduct 4-6 presentations that are at minimum 10 minutes long on the topic of a city-wide smoke-free MUH policy to community groups during their regular meetings (parent groups, housing advocacy groups, ethnic-serving non-profits, mental health and disability organizations, public health groups, etc.) identified as potential supporters. Request policy endorsement and letter of support from each organization or group. Invite members to participate in policy activities (i.e. assist at community education booths, distribute petitions, conduct surveys, provide testimony at policy meetings, etc.)</p>	<p>1.a. Modify endorsement form to support a city-wide smoke free MUH policy</p>	<p>8/30/13</p>	<p>Endorsement form and List of potential supporters</p>
	<p>1.b. Create a brief educational material on current smoke-free housing citywide policies and benefits of protections to cities for distribution to officials and community groups.</p>	<p>8/30/13</p>	<p>Brief educational material</p>
			<p>Payment</p>

Attachment A – Smoke Free MUH Policy Project (Services, payments, and rates for July 1, 2013 – June 30, 2014)

<p>1.c. Develop presentation and practice presentation at least once before conducting in the community.</p>	<p>12/30/13</p>	<p>Presentation outline and sign-in</p>	<p>\$1,000</p>
<p>1.d. Conduct 6 presentations (billing after completion of 3) and deliver a brief educational material to attendees.</p>	<p>5/30/14</p>	<p>Sign-in sheets/agenda</p>	<p>\$2,000</p>
<p>1.e. Request a formal consideration of support from each group such as Commission on Disabilities, Mental Health Board, Daly City Youth Health Center, Board of Supervisors, City councils, California Apartment Association, Legal Aid Society, etc. (bill after attaining 3 endorsements).</p>	<p>5/30/14</p>	<p>3 Documentation of group response on meeting notes</p>	<p>\$2,000</p>

Attachment A – Smoke Free MUH Policy Project (Services, payments, and rates for July 1, 2013 – June 30, 2014)

	<p>1.f. Strategize with the advocacy group which communities will be targeted for the smoke-free housing campaign and a strategic planning session to determine targets and tactics. These will last during one or two meetings lasting a total of at least 2 hours.</p>	<p>12/31/13</p>	<p>Completed Midwest Strategy Chart</p>	<p>\$1,000</p>
	<p>1.g. Regularly attend and participate in Smoke-Free Housing Workgroup collaborative meetings (in person or by telephone). These meetings will be scheduled between every month to 6 weeks.</p>	<p>6/30/14</p>	<p>Attendance as noted by Tobacco Prevention Program staff</p>	<p>\$1,000 (can be invoiced after 4 meetings)</p>

Attachment A – Smoke Free MUH Policy Project (Services, payments, and rates for July 1, 2013 – June 30, 2014)

<u>Objective</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation/ Process Measures</u>	<u>Payment</u>
<p>2. 2-4 local community members (advocates to provide testimonials) and staff will meet with 4 policy advocates for a smoke-free housing policy to include elements such as smoke-free common areas, 100 % of smoke-free units, disclosure to new tenants of where existing smokers live, legal remedies for those affected by secondhand smoke, etc. Organize a meeting with the elected official, share the harms of smoking in multi-unit housing, and recommend for consideration elements that could address the problem.</p>	<p>2.a. Initiate contact with council member(s), briefly introduce the project, and request a meeting.</p>	<p>12/30/13</p>	<p>Contact emails</p>	<p>\$1,000</p>
	<p>2.b. Review presentation and have community members/youth practice presentation at least once before meeting with the council members</p>	<p>12/30/13</p>	<p>Presentation outline/sign-in</p>	<p>\$1,000</p>
	<p>2.c. Review and update model policy for consideration by policy makers.</p>	<p>12/30/13</p>	<p>Model policy</p>	<p>\$1,500</p>
	<p>2.d. Conduct meetings, and give the policy maker a copy of educational materials supporting the need for smoke-free housing, as well as an educational packet.</p>	<p>1/30/14</p>	<p>Meeting agenda and Attendee list</p>	<p>\$1,000</p>
		<p>2/28/14</p>	<p>Meeting agenda and Attendee list</p>	<p>\$1,000</p>

Attachment A – Smoke Free MUH Policy Project (Services, payments, and rates for July 1, 2013 – June 30, 2014)

		3/30/14	Meeting agenda and Attendee list	\$1,000
		4/30/14	Meeting agenda and Attendee list	\$1,000
	2.e. Request a formal consideration by the policy maker as well as recommendations for next steps to consider a smoke-free housing policy.	5/30/14	Signed endorsement or meeting notes indicating next steps	\$1,000
	2.f. Collect 3-4 letters regarding the need for smoke free multi-unit housing from supporters, TEC members, etc. to distribute to policy makers.	3/30/13	Copies of letters	\$1,000
	2.g. Develop and distribute action alert to supporters, TEC members, etc when policy initiatives are being considered by policy makers	5/30/14	Copy of the action alert distributed to TEC	\$500

Attachment A – Smoke Free MUH Policy Project (Services, payments, and rates for July 1, 2013 – June 30, 2014)

	<p>2.h. Request that policy makers consider placement on agenda or speak during public comment period.</p>	5/30/14	Copy of agenda	\$1,000
	<p>2.i. Mobilize community advocates (could be sourced from TPP hotline callers) to speak at city council meetings</p>	5/30/14	List of advocates and Copy of agenda/minutes	\$1,000
	<p>2.j. Follow-up with recommendations from the policy maker. Reply with responses to any unanswered questions.</p>	5/30/14	Thank you letters, follow-up materials, correspondence to other staff/elected officials	\$1,000
	<p>2.k. Develop a flow chart and other supplemental materials for both policy makers and city staff to assist with the implementation of the smoke free multi-unit policy</p>	5/30/14	Copies of flow chart and supplemental materials	\$1,300

Attachment A – Smoke Free MUH Policy Project (Services, payments, and rates for July 1, 2013 – June 30, 2014)

<u>Objective</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation/ Process Measures</u>	<u>Payment</u>
<p>3. By April 30, 2014, build the Tobacco Education Coalition smoke-free housing campaign by recruiting diverse project advocates, training these advocates about smoke-free housing issues and strategies, developing a strategy chart to identify routes of attaining project goals, attending Smoke-free Housing workgroup and participating in policy advancement and networking opportunities such as Capitol Information and Education Days and regional housing conferences.</p>	<p>3.a. Recruit 2-5 ethnic serving advocates or organizations.</p>	5/30/14	List of ethnic serving organizations and contact persons	\$2,000
	<p>3.b. Train representatives from ethnic serving organizations or advocates on public speaking skills for a total of 2 hours.</p>	5/30/14	Training outline/sign-in sheet	\$2,000
	<p>3.c. Train new coalition members on the topic and orient them to smoke-free housing campaign. Conduct multiple sessions or one, for a total of 6 hours of training</p>	6/30/14	Training outline (s)/sign-in sheet	\$2,000
	<p>3.d. Regularly attend and participate in quarterly Tobacco Education Coalition</p>	6/30/14	Sign-in sheets	

Attachment A – Smoke Free MUH Policy Project (Services, payments, and rates for July 1, 2013 – June 30, 2014)

<p>collaborative meetings.</p>	<p>3.e. Attend 2 special events in FY 13-14 that will be appropriately budgeted for in an effort to increase visibility of the project and to inform decision makers about the project. One of the two special events must be selected from the following list: Capitol Information and Education Days (May event in Sacramento), Local Information and Education Days (October local visit with legislators), or a local housing conference such as Housing Leadership Day (November event locally).</p>	<p>11/30/13</p> <p>6/15/14</p>	<p>Registration materials/confirmed visit appointment/verification of complete event attendance and agenda</p> <p>Registration materials/confirmed visit appointment/verification of complete event attendance and agenda</p>	<p>\$1,600</p> <p>\$1,600</p>
<p>3.f. Prepare a final 3-page report about the project, and conduct a 10 minute presentation to the Tobacco Education Coalition highlighting successes,</p>	<p>6/30/14</p>	<p>Final written report and PowerPoint presentation</p>	<p>\$1,500</p>	

Attachment A – Smoke Free MUH Policy Project (Services, payments, and rates for July 1, 2013 – June 30, 2014)

	challenges, and next steps for the work annually.			
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Attachment A – Smoke Free MUH Policy Project (Services, payments, and rates for July 1, 2013 – June 30, 2014)

<u>Objective</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation/ Process Measures</u>	<u>Payment</u>
<p>4. By May 30, 2014, youth and/or community members and staff will conduct one-on-one, 15 minute educational visits regarding smoke-free housing with any of the following or similar: local housing authorities, local property associations, community associations. The contact will be given an educational packet describing the benefits of jurisdiction wide smoke free multi-unit housing policies and steps that individuals can take to advance the policies.</p>	<p>4.a. Modify and update taking point for educational visits and hold role-play sessions to practice before conducting visits.</p> <p>4.b. Conduct educational visits</p>	<p>5/31/14</p> <p>5/31/14</p>	<p>List of sites planned to visit, participants in role, talking points.</p> <p>Meeting notes that includes a listing persons in attendance</p>	<p>\$500</p> <p>\$5,000 (Invoiced at \$1000 per visit)</p>

Attachment A – Smoke Free MUH Policy Project (Services, payments, and rates for July 1, 2013 – June 30, 2014)

<u>Objective</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation/ Process Measures</u>	<u>Payment</u>
<p>5. By June 30, 2014, Breathe California staff will conduct 2 policy advocacy trainings and 3-5 technical assistance activities with TEC members and other county affiliated coalitions to build capacity for tobacco control efforts that overlap with larger health equity issues.</p>	<p>5a. Conduct Survey Monkey with TEC members and other affiliated county coalitions regarding specific educational and skill assessments of competencies regarding policy advocacy.</p> <p>5b. Conduct 2 trainings of at least two hours each based on survey monkey results with a target of 10 attendees per training.</p> <p>5c. Announce availability to provide technical assistance to all TEC members and other county coalitions.</p> <p>5d. Provide 3-5 technical assistance activities on policy needs to TEC or other county coalitions.</p>	<p>6/30/14</p> <p>6/30/14</p> <p>6/30/14</p> <p>6/30/14</p>	<p>Summary of survey results</p> <p>Agenda and sign-in sheet</p> <p>Minutes from minutes where announcement was first made</p> <p>Log of individuals/groups provided TA</p>	<p>\$1500</p> <p>\$1000 per training</p> <p>\$500</p> <p>\$2000</p>

Attachment B – Tobacco Cessation Services (Services, payments, and rates for July 1, 2013- June 30, 2014

Agency Name	Breathe California/Golden Gate Public Health Partnership
Project Title	Tobacco Cessation Services

Breathe California Tobacco Cessation Services Goal: At least 160 community members who are smokers will have attended at least 3 tobacco cessation classes, with at minimum 55 of those quitting smoking for 3 months or more.

<u>Objective</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation/ Process Measures</u>	<u>Payment</u>
<p>1. By April 30, 2014, schedule between 14-20 six-session tobacco cessation classes to be offered at convenient locations throughout San Mateo County utilizing an established curriculum. Each course will have at least 7 smokers enrolled at the start of the scheduled class to ensure sufficient size to conduct the class. Prepare course materials, nicotine replacement therapy, and agreements with facilities.</p>	<p>1.a. Develop an agreement with 6-10 facilities that can serve as convenient locations all across the County for cessation classes (Coastside, South County, EPA, North County, Mid-County).</p>	8/30/13	Signed MOUs/ agreements	Contract payment will be based on actual and reasonable costs, with invoicing on a monthly basis attached to appropriate progress reporting
	<p>1.b. Prepare course materials, including printing handbooks and prepping quit kits</p>	9/30/13	Completed materials	

Attachment B – Tobacco Cessation Services (Services, payments, and rates for July 1, 2013- June 30, 2014

<p>1.c. Purchase sufficient NRT for the entire year (estimate full course of NRT sufficient for 175 smokers)</p>	<p>6/30/14</p>	<p>Complete order/receipt</p>	
<p>1.d. Schedule at least 6-8 Fall classes.</p>	<p>8/30/13</p>	<p>Listing of Fall classes</p>	
<p>1.e. Schedule at least 6-8 Spring classes.</p>	<p>11/30/13</p>	<p>Listing of Spring classes</p>	
<p>1.f. Schedule at least 3-6 Summer classes.</p>	<p>3/30/14</p>	<p>Listing of Summer classes</p>	

Attachment B – Tobacco Cessation Services (Services, payments, and rates for July 1, 2013- June 30, 2014

<u>Objective</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation/ Process Measures</u>	<u>Payment</u>
<p>2. By May 30, 2014, conduct a variety of outreach presentations and advertising to recruit smokers to join the program. These outreach efforts will include conducting 8-12 health fair tabling opportunities, mailing flyers to at least 100 doctors' offices, conducting email-based contact with former class participants, securing a flyer distribution service, presentations to at least 3 health groups, and placing public service announcements year-round and paid advertisements for the New Year.</p>	<p>2.a. Conduct outreach tabling about tobacco cessation at 6-10 large public events such as health fairs, community festivals, etc.</p> <p>2.b. Send at least one round of mailed/emailed flyers, referral forms, and letters of introduction to increase cessation referrals to 100 doctors or medical offices.</p> <p>2.c. Send quarterly newsletters to past and current clients of the program.</p> <p>2.d. Secure a flyer distribution service and arrange for at least two county wide distribution efforts during the course of the</p>	<p>5/30/14</p> <p>10/30/13</p> <p>5/30/14</p> <p>2/28/14</p>	<p>List of outreach events</p> <p>Mailing list and copy of letter of introduction</p> <p>Copies of email newsletters</p> <p>Copy of invoice of flyer distribution service and list of distribution points</p>	

Attachment B – Tobacco Cessation Services (Services, payments, and rates for July 1, 2013- June 30, 2014

	<p>2.e. Place free Public Service Announcements (PSAs) in newspapers, websites, radio stations, at least twice annually.</p>	<p>2/28/14</p>	<p>Copy of PSA language and list of postings</p>
	<p>2.f. Place a paid advertisement for the program before New Year resolutions to quit smoking. Ad should be placed in broad-reaching local newspapers for at least a week.</p>	<p>1/15/14</p>	<p>Copy of advertisement and invoice</p>
	<p>2.g. Present to at least 3 health-related groups such as Women Infant Children (WIC), Public Health Nurses group, medical provider groups at local hospitals, or groups of professionals who conduct home visits or serve health needs.</p>	<p>3/30/14</p>	<p>Copy of presentation outlines/sign-ins</p>

Attachment B – Tobacco Cessation Services (Services, payments, and rates for July 1, 2013- June 30, 2014

<u>Objective</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation/ Process Measures</u>	<u>Payment</u>
<p>3. By September 30, 2013, recruit, train, and maintain at least 12 course facilitators. This number will include refresher courses for existing facilitators, as well a full training for the new group of facilitators who can be called upon to conduct classes.</p>	<p>3.a. Outreach to known individuals and send an announcement about the positions on such venues as Craigslist, Patch.com, or Facebook and through local email listservs.</p>	<p>7/30/13</p>	<p>Copy of announcement and distribution list</p>	
	<p>3.b. Conduct a facilitator training and refresher course for all who will be facilitating classes.</p>	<p>8/30/13</p>	<p>Agenda and training materials and sign-in</p>	
	<p>3.c. Prepare an evaluation form for the training to identify additional training needs and for continuous quality improvement.</p>	<p>8/30/13</p>	<p>Evaluation form</p>	
	<p>3.d. Arrange contracts with facilitators,</p>	<p>9/30/13</p>	<p>Completed contracts</p>	

Attachment B – Tobacco Cessation Services (Services, payments, and rates for July 1, 2013- June 30, 2014

	<p>delineating their responsibilities for conducting the 6-week classes, conducting 1-month and 3-month follow-up surveys for all participants, and explaining the facilitator payment system.</p>			
<p>3.e. New facilitators should be shadowed by staff at their initial session(s) to assess competence.</p>	<p>10/30/13</p>	<p>Evaluation of first sessions</p>		

Attachment B – Tobacco Cessation Services (Services, payments, and rates for July 1, 2013- June 30, 2014

<u>Objective</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation/ Process Measures</u>	<u>Payment</u>
<p>4. By June 30, 2014, conduct 14-20 six-session cessation classes. A special effort will be made to ensure that at least 2 classes are conducted in Spanish.</p>	<p>4.a. Conduct 12-18 classes in English.</p>	<p>5/30/14</p>	<p>Notice of class completion and number of participants</p>	
	<p>4.b. In consultaion with TPP, conduct at least 2 classes in Spanish.</p>	<p>4/30/14</p>	<p>Notice of class completion and number of participants</p>	<p>Contractor shall bill \$3,000 each for 2 Spanish classes. This amount is set aside, and contractor will not bill for the final \$6,000 of the contract if these 2 classes have not been held.</p>
	<p>4.c. Facilitators will be paid for conducting class at the conclusion of each class, and will be given an additional stipend for completing follow-up surveys with class participants at 1 and 3 months.</p>	<p>6/30/14</p>	<p>Report on completion of classes and status of follow-up surveys</p>	

Attachment B – Tobacco Cessation Services (Services, payments, and rates for July 1, 2013- June 30, 2014

<u>Objective</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation/ Process Measures</u>	<u>Payment</u>
<p>5. By June 30, 2014, complete evaluation of cessation services, including evaluation of facilitator training, end-of-course, 1-month and 3-month surveys, and partnering with TPP for analysis of referral sources.</p>	<p>5.a. After collecting facilitator training evaluations, compile results, developing action items that can be followed up on.</p>	9/30/13	Facilitator training evaluation results	
	<p>5.b. Collect end-of-course surveys for all participants and provide analysis for each class.</p>	6/30/14	Evaluation of each class	
	<p>5.c. Collect 1-month and 3-month follow up surveys from all course participants. Analyze the results for each class. The goal is to follow up with 70% of participants at 1-month and 50% at 3-months.</p>	6/30/14	Analysis of follow-up results for each class	
	<p>5.d. Develop a referral source tracking mechanism with the assistance of the Tobacco</p>	7/30/13	Tracking tool	

Attachment B – Tobacco Cessation Services (Services, payments, and rates for July 1, 2013- June 30, 2014

			<p>Prevention Program and program evaluator. Utilize this with every referral.</p>	
	<p>Analysis of referral sources</p>	<p>6/30/14</p>	<p>5.e. Work with TPP to analyze referral sources at least once annually.</p>	

Attachment B – Tobacco Cessation Services (Services, payments, and rates for July 1, 2013- June 30, 2014

<u>Objective</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation/ Process Measures</u>	<u>Payment</u>
<p>6. By June 30, 2014, provide technical assistance to at least 3 agencies interested in conducting smoking cessation and tobacco education classes. This may include conducting an initial class or round of classes at the facility, brainstorming with the agency about how to engage clients or community, providing educational materials, conducting staff or community presentations, and other activities as required.</p>	<p>6.a. Outreach to community agencies or treatment agencies to provide technical support on the issue of tobacco cessation.</p> <p>6.b. Provide educational materials and handbooks as needed to partnering agencies.</p>	<p>11/30/12</p> <p>1/30/13</p>	<p>List of contacts at local agencies</p> <p>List of distributed materials</p>	
	<p>6.c. Conduct educational presentations to staff and/or train staff to become facilitators.</p> <p>6.d. Support agency facilitation staff by sitting in on sessions as needed or assisting with provision of tracking forms and tips to facilitate groups.</p>	<p>2/28/13</p> <p>3/30/13</p>	<p>Presentation agenda/list of potential agency facilitators</p> <p>Record of agency staff support</p>	

Attachment C- Collaboration for Children's Asthma Management and Prevention (C-CAMP)

Description of Services to be Performed by the Contractor

1. July 1, 2013 - September 30, 2013: Hire an MPH level Health Educator
2. July 1, 2013 - December 31, 2013: Revise "All About Asthma" training curriculum (originally tailored to childcare providers) for use with parents
3. July 1, 2013 - December 31, 2013: Revise "All About Asthma" training curriculum (originally tailored to childcare providers) for use with healthcare professionals
4. July 1, 2013 - June 30, 2014: Recruit 45 parents of children five and younger for "Parent Trainings" on asthma identification, prevention, management, and reduction of asthma triggers.
5. July 1, 2013 - June 30, 2014: Conduct 2 Spanish language and 1 English language "Parent Trainings"
6. July 1, 2013 - June 30, 2014: Recruit 60 child care professionals for "All About Asthma Child Care Trainings" on asthma identification, prevention, management, and on controlling asthma triggers
7. July 1, 2013 - June 30, 2014: Conduct 1 Spanish language and 5 English language "All About Asthma Child Care Trainings"
8. July 1, 2013 - June 30, 2014: Recruit 20 training professionals from collaborating organizations for 4 hour class, "Train-the-Trainer: All About Asthma"
9. July 1, 2013 - June 30, 2014: Conduct 2 "Train-the-Trainer: All About Asthma" classes
10. July 1, 2014 - June 30, 2015: Recruit 60 parents of children five and younger for "Parent Trainings"
11. July 1, 2014 - June 30, 2015: Conduct 2 Spanish language and 2 English language "Parent Trainings"
12. July 1, 2014 - June 30, 2015: Recruit 60 child care professionals for "All About Asthma Child Care Trainings" on asthma identification, prevention, management, and on controlling asthma triggers
13. July 1, 2014 - June 30, 2015: Conduct 2 Spanish language and 4 English language "All About Asthma Child Care Trainings"
14. July 1, 2014 - June 30, 2015: Recruit 20 training professionals from collaborating organizations for 4 hour class, "Train-the-Trainer: All About Asthma"
15. July 1, 2014 - June 30, 2015: Conduct 2 "Train-the-Trainer: All About Asthma" classes
16. Monthly: Attend monthly C-CAMP coordination meetings.
17. Ongoing: In collaboration with Family Health Services, function as secretariat to the San Mateo County Asthma Coalition. Functions include scheduling, developing agendas, keeping minutes, documenting systems improvements, documenting systems issues, and other administrative requirements.
18. Ongoing: Provide Family Health Services with technical assistance regarding "All About Asthma" trainings.
19. Ongoing: Meet all requirements as denoted in the First 5 San Mateo County "Strategic Development Fund: 2013 Request for Proposals", the "Collaboration for Children's Asthma and Prevention Proposal", revisions to the "Collaboration for Children's Asthma and Prevention Proposal", and the contract between First Five San Mateo County and the Health System of San Mateo, Family Health Services.

Attachment H

Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 164.304 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. **Electronic Protected Health Information.** "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- f. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- g. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. **Security Rule.** "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

OBLIGATIONS AND ACTIVITIES OF CONTRACTOR

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

PERMITTED USES AND DISCLOSURES BY CONTRACTOR

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

OBLIGATIONS OF COUNTY

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

PERMISSABLE REQUESTS BY COUNTY

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

DUTIES UPON TERMINATION OF AGREEMENT

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protection Health Information.

MISCELLANEOUS

- a. Regulatory References. A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

- b. Amendment. The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
 - c. Survival. The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
 - d. Interpretation. Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
 - e. Reservation of Right to Monitor Activities. County reserves the right to monitor the security policies and procedures of Contractor
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ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

a. Employs fewer than 15 persons.

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R.

84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Arada Cirutello

Name of Contractor(s):

Street Address or P.O. Box:

2171 Junipero Serra Blvd #720

City, State, Zip Code:

Daly City CA 94014

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Arada Cirutello

Title of Authorized Official:

Pres. Joint & CEO

Date:

07-29-2013

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."