

**CONTRACTOR: PACIFIC CLINICS**

**PROGRAM: WELLNESS AND RECOVERY CENTER ("TAY TUNNEL")**

C O N T R A C T

This Agreement entered into this 1<sup>st</sup> day of July, 2024, by and between County of Ventura, acting through its Behavioral Health Department, a primary service provider, hereinafter called "COUNTY" and **Pacific Clinics, a California not-for-profit corporation**, hereinafter called "CONTRACTOR." This Agreement will be administered on behalf of the County by the VCBH Director or his/her authorized representative ("Director").

WHEREAS, it is necessary and desirable that CONTRACTOR be engaged by COUNTY for the purpose of performing certain services;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

**1. SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, CONTRACTOR will perform services for COUNTY in accordance with the terms, conditions and specifications set forth herein and the attached Exhibit "A" which is incorporated as part of this Agreement.

**2. PAYMENT FOR SERVICES**

In consideration of the services rendered in accordance with all terms, conditions and specifications COUNTY will make payment to CONTRACTOR in the manner specified in the attached Exhibit "B", which is incorporated as part of this Agreement.

**3. INDEPENDENT CONTRACTOR**

No relationship of employer and employee is intended or created by this contract, it being understood that CONTRACTOR is an independent contractor, and neither CONTRACTOR nor any of the persons performing services on behalf of CONTRACTOR pursuant to this Agreement, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this Agreement or otherwise against COUNTY for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons will be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by CONTRACTOR, and COUNTY

will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

**Special Indemnity** – CONTRACTOR will indemnify and hold harmless the COUNTY from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura by CONTRACTOR's employees, contractors and subcontractors relating to the employee's right to employment, sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits or employee benefits of any kind.

The CONTRACTOR will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto, and all similar State and Federal acts or laws applicable.

COUNTY may, without breaching this Agreement or any duty owed to CONTRACTOR, contract with other individuals and entities to render the same or similar services as CONTRACTOR.

4. **NON-ASSIGNABILITY**

CONTRACTOR may not assign this Agreement or any portion thereof, to a third party without the prior written consent of COUNTY, and any attempted assignment without such prior written consent will be null and void and will be cause, at COUNTY'S sole and absolute discretion, for immediate termination of this Agreement.

5. **TERM**

This Agreement will be in effect from July 1, 2024 through June 30, 2025 subject to all the terms and conditions set forth herein.

This Agreement may, upon mutual agreement, be extended for up to two (2) additional one (1) year periods.

Time is of the essence in the performance of this Agreement.

Continuation of the Agreement is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to affect such continued payment are not appropriated, COUNTY may terminate this project as thereby affected and CONTRACTOR will relieve the COUNTY of any further obligation, therefore.

6. **TERMINATION**

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party. In the event of termination under this paragraph, CONTRACTOR will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Agreement. On completion or termination of this Agreement, COUNTY will be entitled to immediate possession of, and CONTRACTOR will furnish on request, all computations, plans, correspondence, and other pertinent data gathered or computed by CONTRACTOR for this particular Agreement prior to any

termination. CONTRACTOR may retain copies of said original documents for CONTRACTOR's files. CONTRACTOR hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled to by law or under this Agreement.

**7. DEFAULT**

If CONTRACTOR defaults in the performance of any term or condition of this Agreement, CONTRACTOR must cure that default by a satisfactory performance within ten (10) days after service upon CONTRACTOR of written notice of the default. If the CONTRACTOR fails to cure the default within that time, then COUNTY may terminate this Agreement without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

**8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

All activities and/or work covered by this Agreement will be at the sole risk of the CONTRACTOR. CONTRACTOR agrees to defend (with counsel acceptable to COUNTY), indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, judgments, costs (including attorney's fees), debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CONTRACTOR, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of COUNTY. CONTRACTOR agrees to waive all rights of subrogation against COUNTY for losses arising directly or indirectly from the activities and/or work covered by this Agreement.

**9. INSURANCE**

- A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this Agreement the following types of insurance and list COUNTY's primary address, 800 South Victoria Avenue, Ventura, CA 93009 on all insurance documents.
- B) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR's insurance coverage and will not contribute to it.
  - 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, civil rights violations, products/completed operations broad form blanket contractual legal liability.

- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
  - 3) Worker's Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
  - 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
  - 5) CONTRACTOR shall also obtain and thereafter maintain insurance for the actual cash value of personal property including, but not limited to, furniture, fixtures, supplies, or materials supplied by COUNTY or purchased with funds provided by COUNTY against hazards of fire, burglary, vandalism, and malicious mischief. If funding has not been provided for the purchase of personal property as described herein, this subparagraph shall not apply.
- C) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR's insurance coverage and will not contribute to it.
- D) COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- E) The County of Ventura, VCBH, and any applicable Special Districts are to be named as Additional Insured as respects to work done by CONTRACTOR under the terms of this Agreement on all policies required (except for Worker's Compensation and Professional Liability). As part of the insurance verification process, CONTRACTOR will submit the Additionally Insured Endorsement to COUNTY as a separate document.
- F) CONTRACTOR agrees to waive all rights of subrogation against COUNTY, its boards, agencies, departments, any applicable special districts, officers, employees, agents, and volunteers for losses arising from work performed by CONTRACTOR under the terms of this Agreement. As part of the insurance verification process, CONTRACTOR will submit proof of the waiver of subrogation to COUNTY as a separate document.
- G) Policies will not be canceled, non-renewed, or reduced in scope of coverage until after thirty (30) days written notice has been given to the County of Ventura, Risk Management Division and VCBH.
- H) CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this Agreement:
- 1) Certificates of Insurance for all required coverage.
  - 2) A separate additional Insured endorsement for General Liability Insurance.
  - 3) A separate Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer

Rights of Recovery Against Others and Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this Agreement.

- I) It is the responsibility of CONTRACTOR to confirm that all terms and conditions of the Insurance Provisions are complied with by any and all subcontractors that CONTRACTOR may use for the completion of this Agreement.
- J) Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other actions as are available to it under any other provisions of this Agreement or otherwise under the law.
- K) CLAIMS MADE INSURANCE. If the Professional Liability coverage is "claims made," CONTRACTOR must, for a period of three (3) years after the date when this Agreement is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage). COUNTY may withhold final payments due until satisfactory evidence of the tail coverage is provided by CONTRACTOR to COUNTY.

**10. INVESTIGATION AND RESEARCH**

CONTRACTOR by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Agreement is to be based upon such investigation and research, and not upon any representation made by the COUNTY or any of its officers, agents, or employees, except as provided herein.

**11. AMENDMENTS**

COUNTY may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR's compensation which are mutually agreed upon by and between COUNTY and CONTRACTOR will be effective only when incorporated in written amendments to this Agreement executed by both parties.

**12. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having such interest will be employed or retained by CONTRACTOR under this Agreement.

**13. CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by

CONTRACTOR under this Agreement which COUNTY requests in writing to be kept confidential, will not be made available to any individual or organization by CONTRACTOR without the prior written approval of the COUNTY except as authorized by law.

14. **OWNERSHIP OF DATA**

COUNTY retains ownership and exclusive rights to all data and materials collected, created or analyzed as part of the scope of work described in Exhibit "A." Reports produced on the basis of these data are work for hire, and their public release and dissemination is entirely at the discretion of the COUNTY, and that any presentations, publications, reports or other use of these data, for use in conferences or seminars, or for other purposes, requires written permission from the COUNTY.

15. **NOTICES**

All notices required under this Agreement will be made in writing and addressed or delivered as follows:

TO COUNTY: VENTURA COUNTY BEHAVIORAL HEALTH  
PROVIDER NETWORK OPERATIONS UNIT  
1911 WILLIAMS DRIVE, SUITE 200  
OXNARD, CA 93036

TO CONTRACTOR: PACIFIC CLINICS  
800 SOUTH SANTA ANITA AVENUE,  
ARCADIA, CA 91006

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the person(s) of department(s) designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

15. **MERGER**

This Agreement supersedes any and all other contracts, either oral or written, between CONTRACTOR and the COUNTY, with respect to the subject of this Agreement. This Agreement contains all of the covenants and contracts between the parties with respect to the services required hereunder. CONTRACTOR acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of the COUNTY except those covenants and contracts embodied in this Agreement. No contract, statement, or promise not set forth in this Agreement will be valid or binding.

16. **GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, will be construed pursuant to and in accordance with the laws of the State of California.

17. **SEVERABILITY**

If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Agreement terms will remain in full force and effect and will not be affected.

18. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Agreement.

19. **COMPLIANCE WITH LAWS**

Each party to this Agreement will comply with all applicable laws.

20. **CONTRACT REDUCTION**

In the event that the Board of Supervisors, County Executive Officer, or VCBH DIRECTOR implement reductions to the current fiscal year-budget or in the event any of the State or Federal funding entities for this Agreement do not appropriate sufficient funds or implement reductions, the VCBH Director or designee will notify the CONTRACTOR that a reduction to the maximum contract amount will be made to ensure fiscal compliance with specified budget and funding source reductions. Contract reductions will be made effective thirty (30) days from the date of the written notification from the VCBH DIRECTOR or designee.

21. **EXTENT OF CONTRACTUAL DOCUMENTS**

This Agreement shall consist of this basic document and Exhibits "A", "B", "C", "D", and all laws and governing instruments previously referred to in this Agreement or in any of the Exhibits made part of the Agreement and constitutes the entire Agreement between the parties regarding the subject matter described herein.

EXHIBIT A: SCOPE OF WORK

EXHIBIT B: PAYMENT PROVISIONS

EXHIBIT C: STANDARD SERVICES TERMS AND CONDITIONS

EXHIBIT D: BUSINESS ASSOCIATE AGREEMENT

22. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

23. The parties hereto agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

**PACIFIC CLINICS**

**COUNTY OF VENTURA**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax Identification Number

\_\_\_\_\_  
Secretary of State Entity Number

**PACIFIC CLINICS**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\* If a corporation, this Agreement must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, (c) the Chief Financial Officer or Treasurer, or (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the company for this Agreement.



**EXHIBIT “A”**  
**DESCRIPTION OF SERVICES**  
**PACIFIC CLINICS**  
**July 1, 2024 through June 30, 2025**

Program Title: Wellness and Recovery Center (“TAY Tunnel”)  
Program Site: Oxnard, California

**Purpose:**

CONTRACTOR shall manage a wellness recovery center (WRC) for young adults ages 18 to 25, in an area accessible to transitional age youth (TAY) that is, at a minimum, representative of the demographics of the population to be served and will serve as the focal point for peer-to-peer recovery services, such as Wellness and Recovery Action Plans (WRAP’s) and referrals for services.

**Staffing Requirements:**

Utilizing established recovery principles, CONTRACTOR shall recruit and hire an adequate number of bi-lingual/bi-cultural staff and peers who are, at a minimum, representative of the demographics of the population to be served, and who meet the needs of the CONTRACTOR’s clients in their primary language of English and/or Spanish, including verbal and printed communication.

**Community Collaboration:**

**Target goals are set per year and expected to be tracked and achieved each Fiscal year of this multiyear contract in accordance with MHSA reporting requirements:**

- A. CONTRACTOR shall develop and maintain a countywide network of collaborative community agencies that will assist TAY from the WRC in developing linkages and accessing resources that will help to achieve the goals of their individualized Wellness Plan which may include health navigation, competitive employment, stable housing, and engagement in education.
- B. CONTRACTOR shall enroll a minimum of 100 unduplicated TAY as WRC members on an annual basis and will report active and inactive members and number of contacts quarterly using a mutually agreed upon reporting process.
- C. On an annual basis CONTRACTOR shall engage a minimum of eighty (80) unduplicated WRC members in developing a WRAP. The number of WRAP’s will be tracked using a mutually agreed upon reporting process.
- D. CONTRACTOR shall make a minimum of 200 unduplicated contacts annually as evidenced by the monthly outreach efforts and reported in the COUNTY’s data collection process.
- E. CONTRACTOR will report average daily census on a quarterly basis.
- F. Recovery programming will address the changing needs of TAY consumers. Programming may include, but is not limited to, the following: health navigation, transportation support & establishment, supportive employment & education, financial

literacy, technological access, substance abuse education & linkage, housing support, TAY parenting supporting, support of parents of TAY.

- G. CONTRACTOR shall screen a minimum of 100 unduplicated individuals annually to determine if they have an identified primary health care provider. If it is determined that the individual does not have a primary physical health care provider, a referral will be made to an appropriate provider and tracked using a mutually agree upon reporting process.
- H. CONTRACTOR shall screen a minimum of 100 unduplicated individuals annually to determine if they require mental health services. If it is determined that the individual is in need of mental health services, a referral will be made to an appropriate provider and tracked using a mutually agree upon reporting process.
- I. INSURANCE SCREENING. CONTRACTOR shall screen all self-pay individuals enrolled in CONTRACTOR's program to determine insurance needs and assist each individual in applying for Medi-Cal or direct the individual not eligible for Medi-Cal to the Covered California website during the open enrollment period. Documented efforts will be sent to COUNTY on a quarterly basis, using a mutually agreed upon reporting process.
- J. CONTRACTOR shall incorporate TAY in the planning and operation of the WRC through participation in the Membership Council, and work groups.
- K. CONTRACTOR shall complete Ventura County data collection system, to capture mandatory performance measures and/or any other measures or reports as directed by COUNTY. CONTRACTOR is responsible for the mandatory measures until written acceptance of the proposed alternative measures from the DIRECTOR Designee has been received.
- L. In conjunction with state mandated Mental Health Services Act (MHSA) and VCBH reporting requirements, CONTRACTOR shall submit quarterly client program reports (contents to be agreed upon by COUNTY and CONTRACTOR) to COUNTY no later than the 10<sup>th</sup> day of the month. Reports should also include an indication of how many TAY attended each event, if applicable.
- M. COUNTY and CONTRACTOR agree to meet on an ongoing basis to discuss concerns related to this Agreement, including but not limited to concerns regarding operations, service utilization, outcomes measurements, MHSA documentation and reporting requirements.
- N. On all publications, presentations, website content, printed materials, brochures and media campaign elements developed or distributed under this Agreement, CONTRACTOR shall include the phrase "Made possible through funding from Ventura County Behavioral Health Department, Mental Health Services Act (MHSA)." Prior to publication/distribution, materials featuring the VCBH logo must receive approval for publication/distribution from MHSA Division Manager.
- O. CONTRACTOR and COUNTY will mutually develop, and agree upon, a Drug Free Policy for CONTRACTOR's facilities and a protocol that will address violations of the Policy for both staff and clients. CONTRACTOR will train staff and educate program clients on the Drug Free Policy and will provide adequate supervision at all facilities to ensure the Drug Free Policy is adhered to.

### **Additional MHSA Requirements**

1. CONTRACTOR's primary staff funded by this Agreement must attend mandatory VCBH CONTRACTOR meetings as determined by the COUNTY.
2. CONTRACTOR's primary staff funded by this Agreement must attend semiannual CONTRACTOR's program monitoring meetings with the VCBH Operational Manager and Provider Network Operations Unit. Additional meetings may include monthly or quarterly meetings, as deemed appropriate by the VCBH Operational Manager and/or Provider Network Operations Unit.
3. Per State regulations, CONTRACTOR shall be responsible for entering and submitting all data into a database provided by COUNTY by the 10<sup>th</sup> day of the month following the end of each month. All data forms, including surveys and intake forms, will be submitted to the VCBH Operational Manager as instructed. Failure to comply with on-time data entry and/or delivery shall result in a delay of payment. Exception: Programs submitting quarterly data, as agreed upon with the VCBH Operational Manager, shall be submitted on April 10<sup>th</sup>, July 10<sup>th</sup>, October 10<sup>th</sup>, and January 10<sup>th</sup>.
4. All publications, presentations, website content, printed materials, brochures and media campaign elements developed or distributed under this Agreement shall meet all VCBH logo guidelines and regulations. All publication/distribution materials featuring the VCBH logo must receive approval for publication/distribution from the COUNTY.
5. CONTRACTOR shall submit a quarterly schedule of all events that are funded by this Agreement to the COUNTY VCBH Operational Manager in writing no later than fourteen (14) days prior to the beginning of the quarter.
6. Upon request, CONTRACTOR shall submit and review records of activities, such as: sign-in sheets, meeting notes, training memos or agendas, training conference materials, and local media coverage. CONTRACTOR shall be prepared to review these documents with COUNTY upon request.

**EXHIBIT "B"**  
**PAYMENT PROVISIONS**  
**PACIFIC CLINICS**  
**July 1, 2024 through June 30, 2025**

CONTRACTOR shall be paid according to the following:

**A. PAYMENT**

The maximum total amount of the Agreement for the period July 1, 2024 through June 30, 2025 shall not exceed a budget of **\$714,097**. See attached budget.

- B. Payment shall be made upon the submission of approved invoices to COUNTY, and in accordance with the operational budget (see attached budget). Notwithstanding any other provisions of this Agreement in no event shall the maximum amount payable herein exceed the maximum amount specified in Section A above.
- C. CONTRACTOR shall bill COUNTY monthly in arrears by using the CONTRACTOR's invoice form. All invoices submitted shall clearly reflect all required information regarding the services for which claims are made, in the form and with the content specified by COUNTY. CONTRACTOR shall submit appropriate documentation along with an invoice for reimbursement. Invoices for reimbursement shall be completed by CONTRACTOR, dated, and forwarded to COUNTY within ten (10) working days after the close of the month in which services were rendered. Incomplete or incorrect claims shall be returned to CONTRACTOR for correction and re-submittal and will result in payment delay. Late invoices will also result in payment delay. Following receipt of a complete and correct monthly invoice and approval by COUNTY, CONTRACTOR shall then be paid within forty-five (45) business days of submission of a valid invoice to the COUNTY.
- D. It is expressly understood and agreed between the parties hereto that COUNTY shall make no payment and has no obligation to make payment to CONTRACTOR unless the services provided by CONTRACTOR hereunder were authorized by the DIRECTOR or designee prior to performance thereof.
- E. In the event that CONTRACTOR fails to comply with any provisions of this Agreement, including the timely submission of any and all reports, records, documents, or any other information as required by COUNTY, State, and appropriate Federal agencies regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance of this Agreement, COUNTY shall withhold payment until such noncompliance has been corrected.
- F. COUNTY and CONTRACTOR agree to meet on an ongoing basis to negotiate concerns related to this Agreement, including but not limited to concerns regarding service delivery and outcomes, documentation and reporting requirements, financing and revenue production.
- G. COUNTY shall have the right to recover overpayment to CONTRACTOR as a result of any audit or disallowance review under this Agreement. Upon written notice by COUNTY to CONTRACTOR of any such audit or disallowance review, CONTRACTOR shall reimburse the COUNTY the full amount of disallowance within in a period of time to be determined by the COUNTY. Reimbursement shall be made by CONTRACTOR.

## BUDGET

A.

ID	BUDGET LINE ITEM	FY 24-25 BUDGET
<b>I DIRECT OPERATING EXPENSES</b>		
<b>I SALARIES &amp; BENEFITS</b>		
a	Staff, see Salaries and Benefit Tab	306,615
	Salaries Sub Total	306,615
	Benefits	91,985
	<b>Sub Total Salaries &amp; Benefits</b>	<b>398,599</b>
<b>II DIRECT OPERATING EXPENSES</b>		
<b>A PROFESSIONAL SERVICES</b>		
a		\$ -
b		\$ -
c		\$ -
d		\$ -
	<b>Sub Total Professional Services</b>	<b>\$ -</b>
<b>B CONFERENCES, MEETINGS, ACTIVITIES</b>		
a		\$ -
b		\$ -
c		\$ -
d		\$ -
e		\$ -
	<b>Sub Total Conferences, etc.</b>	<b>\$ -</b>
<b>C PROGRAM EXPENSE</b>		
a	Occupancy ( Rent/Lease/Facilities/Utilities/Janitorial an	\$ 121,866
b	Office & Program Supplies, Copies, Printing	\$ 14,905
c	Annual Employee Training	\$ 4,039
d	Vehicle Expense/mileage/Travel	\$ 2,766
e	Communications/Voice/Data/Laptops	\$ 16,708
f	Insurance and Taxes	\$ 6,820
g	Other Program Expenses	\$ 34,281
	<b>Sub Total Program Expense</b>	<b>\$ 201,445</b>
	<b>Sub Total Section II</b>	<b>\$ 201,445</b>
	<b>Direct Operating Expense Total</b>	<b>\$ 600,044.75</b>
<b>III INDIRECT COSTS / ADMINISTRATION</b>		
a	Indirect Expense (G&A)	\$ 20,909
b		\$ -
c		\$ -
d		\$ -
	Section III Subtotal	\$ 20,909
	Misc. Administration Cost	\$ -
	<b>Sub Total Indirect Costs</b>	<b>\$ 20,909</b>
<b>IV ONE-TIME EXPENSES</b>		
a	Vehicle Purchase for client transportation	\$ 13,800.00
b	One Peer Partner Full-time Position	\$ 25,000.00
c	Industrial washer/dryer/microwave & Storage area for c	\$ 11,743.00
d	Client Training Room update (Chairs/one Smart TV/ an	\$ 12,850.50
e	Training/EVP for staff	\$ 3,500.00
f	Computers station for clients (\$1,500 per station)	\$ 4,500.00
g	Transportation vouchers for clients	\$ 3,600.00
h	Indirect Cost (15%)	\$ 12,143.03
	<b>Section IV Subtotal</b>	<b>\$ 93,142.53</b>
		<b>FY 24-25</b>
	<b>Contract Maximum</b>	<b>\$ 714,097</b>

### B. Budgetary Line-Item Adjustments

Budgetary line-item adjustments must be pre-approved by the COUNTY. CONTRACTOR must provide advance notice to COUNTY of the need for a budgetary line-item adjustment and submit all documentation and information needed to evaluate and support the

budgetary line-item adjustment. Upon approval from the COUNTY, adjustments to budgetary line items will be subject to any conditions imposed by COUNTY. Any approved increase to a budgetary line-item must identify a corresponding decrease to ensure that the total contract maximum, as set forth in this Agreement, is not exceeded. Budgetary line-item adjustments that exceed 10% will require an amendment.

C. **Travel**

Travel will be reimbursed according to COUNTY travel reimbursement policies. Mileage will be reimbursed at the IRS rate approved and in effect at the time of travel and following COUNTY travel policies.

**EXHIBIT "C"**  
**STANDARD SERVICES TERMS AND CONDITIONS**

**1. BUSINESS ASSOCIATE AGREEMENT**

As part of this Agreement CONTRACTOR shall agree with and abide by the provisions set forth in the attached Business Associate Agreement (Exhibit "D"), which by this reference is made a part hereof.

**2. EQUIPMENT OWNERSHIP**

COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR as part of any start-up costs or any contract amendment or exhibit specifying equipment and/or furniture acquisition under this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. COUNTY shall inventory tag all equipment and shall conduct a physical inventory yearly of the equipment. The CONTRACTOR shall make all equipment available to the COUNTY during normal business hours for tagging of inventory. CONTRACTOR shall submit the equipment list to COUNTY annually within sixty (60) days of each new fiscal year.

Within sixty (60) calendar days prior to the termination or end of this Agreement, CONTRACTOR shall provide a final inventory report of equipment and/or property to the COUNTY, and shall at that time, query the COUNTY as to the requirements, including the manner and method of returning COUNTY equipment and/or property to COUNTY. The final disposition of equipment and/or property shall be at COUNTY expense and according to COUNTY instructions. Equipment and/or property disposition instructions shall be issued by the COUNTY after receipt and review of the final inventory report. At the termination or conclusion of this Agreement, COUNTY may at its discretion, authorize the continued use of COUNTY equipment and/or property for performance of work under a different COUNTY agreement.

**3. NON-DISCRIMINATION**

**A) General**

According to the California Constitution, Article 1, Section 31 and the California Government Code section 12940, no person will, on the grounds of any of the protected categories listed therein, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.

**B) Employment**

CONTRACTOR will ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. CONTRACTOR's personnel policies will be made available to COUNTY upon request.

4. **AMERICANS WITH DISABILITIES ACT**

CONTRACTOR agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act (ADA) of 1973 as amended (29 U.S.C. § 794(d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

5. **PUBLICATIONS AND PRESENTATIONS**

All publications, presentations, website content, printed materials, brochures, and media campaign elements developed or distributed under this Agreement shall meet all VCBH logo guidelines and regulations. All publication/distribution materials featuring the VCBH logo must receive approval for publication/distribution from the COUNTY.

6. **CULTURAL AND LINGUISTIC COMPETENCE COMPLIANCE**

CONTRACTOR agrees to comply with applicable Federal, State, and local statutory mandates concerning the delivery of cultural and linguistic competence services to clients and consumers. CONTRACTOR shall develop and maintain a Cultural Competence Plan (CCP) that contains data and supporting documentation that is inclusive of policies and procedures, operational practices, and Evidence Based Practices that demonstrate a commitment to cultural and linguistic competence. COUNTY will provide CONTRACTOR with training and guidance on the CCP and reporting requirements. Following training regarding the CCP and reporting requirements, CONTRACTOR will submit a CCP within ninety (90) days. After initial CCP training and submittal, CONTRACTOR must submit a CCP annually thereafter within sixty (60) days of the start of the fiscal year. CONTRACTOR shall demonstrate its capacity to provide culturally competent services to culturally diverse clients and their families by reporting on the cultural competence data elements in CONTRACTOR's CCP.

7. **SUBSTITUTION**

If particular people are identified in this Exhibit "A" as working under this Agreement, the CONTRACTOR will not assign others to work in their place without written permission from the VCBH DIRECTOR or his/her authorized representative. Any substitution will be with a person of commensurate experience and knowledge.

8. **CONTRACT MONITORING AND REPORTING**

The COUNTY will have the right to review the work being performed by the CONTRACTOR under this Agreement at any time during the CONTRACTOR's usual working hours. Review, checking, approval or other action by the COUNTY will not relieve CONTRACTOR of CONTRACTOR's responsibility for the thoroughness of the services to be provided hereunder.



CONTRACTOR shall provide reports as required by the VCBH DIRECTOR, by the State, or Federal Government regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance under this Agreement. COUNTY shall provide CONTRACTOR with an explanation of the procedures and/or format for reporting any information as may be required under this Agreement.

**9. AUDIT RECORD RETENTION REQUIREMENTS**

**A) Maintenance of Records**

CONTRACTOR shall maintain sufficient books, records, documents, and other evidence necessary for COUNTY, State, or Federal authorized representatives to have access to, examine or audit contract performance and contract compliance. These records shall reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of the Agreement, including any matching costs and expenses. CONTRACTOR shall make these records available to COUNTY, State, or Federal authorized representatives upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by CONTRACTOR are reasonable, allowable, and allocated appropriately. CONTRACTOR's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction. All records must be capable of verification by qualified auditors. Interviews with any employee who might reasonably have information related to such records will be allowed.

- 1) CONTRACTOR shall include in any contract with an audit firm a clause to permit access by COUNTY, State, or Federal authorized representatives to the working papers of the external independent auditor, and require that copies of the working papers shall be made for COUNTY, State, or Federal authorized representatives at their request.
- 2) CONTRACTOR shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with COUNTY, State, or Federal governments (as applicable). All records must be capable of verification by qualified auditors.
- 3) Accounting records and supporting documents shall be retained for a ten (10) year period from the date the year-end cost settlement report was approved by the State (DHCS) for interim settlement. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of 10 years from the date of any resulting final settlement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 10-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, (including any appeal in the action), or until the end of the regular 10 year period, whichever is later. When an audit by the Federal Government, DHCS, Department of General Services, Bureau of States Audits, California State Auditor, Comptroller General of the United States has been started before the expiration of the ten-year period, the records shall be retained until completion

of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within 10 years, the interim settlement shall be considered as the final settlement.

Financial records shall be retained or preserved so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These records include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.

- 4) CONTRACTOR shall preserve and make available their records for: (1) a period of ten (10) years from the date of final payment under this Agreement, and (2) such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.
  - a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten (10) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 10 year period, whichever is later.
- 5) Should this Agreement be terminated, or CONTRACTOR ceases to conduct business in its entirety, CONTRACTOR will work to collaborate in good faith with COUNTY to facilitate COUNTY obtaining and retaining CONTRACTOR's fiscal and program records for the required retention period. CONTRACTOR will provide the records to COUNTY in the format and method required to comply with all Federal, State, COUNTY, and local laws, regulations, and requirements.

#### **10. VERIFICATION OF SERVICES AND SITE INSPECTION**

CONTRACTOR's fiscal and program performance and reported delivery of service will be subject to verification, inspection, and monitoring. CONTRACTOR's contracted activities shall be monitored to ensure that all funds are used for authorized purposes, in compliance with Federal, State, and County statutes, regulations, and the terms and conditions of the Federal, State, and County funding and/or grant and that performance goals are achieved. The COUNTY, State, or Federal government, through any authorized representatives, may in its sole discretion inspect or otherwise evaluate the work performed and the premises where the work is being performed through periodic or unannounced inspections and monitoring reviews during normal business hours. County, State, and Federal government authorized representatives may use a variety of monitoring mechanisms to meet their monitoring objectives, including limited scope audits, on-site visits, progress reports, financial reports, reviews of documentation support requests for reimbursement, desk audits, and any other monitoring mechanisms needed to determine compliance. CONTRACTOR shall provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties and so as not to unduly delay the inspection and monitoring work.

The refusal of the CONTRACTOR to permit access to, examination/inspection of, or audit of electronic or print books, records, physical facilities, and/or refusal to permit interviews with employees, constitutes an express and immediate material breach of the Agreement and will be sufficient basis to terminate the Agreement for cause or default.

Inspection and monitoring audit reports shall reflect all findings, recommendations, adjustments, and corrective actions required. If the results of any inspections and monitoring reviews require corrective action, CONTRACTOR will be required to submit a corrective action plan no later than thirty (30) days after receiving the findings of such review(s).

**11. SINGLE AUDIT/AUDIT**

If CONTRACTOR receives and expends more than \$750,000 in Federally allocated awards (associated with an Assistance Listing number- see beta.SAM.gov) in a fiscal year, CONTRACTOR agrees to obtain a single audit report from an independent certified public accountant in accordance with the Single Audit Act of 1984, as amended, and the United States Office of Management and Budget "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

If CONTRACTOR is not required to conduct a single audit as specified above, COUNTY, in its sole discretion, may require CONTRACTOR to conduct a financial opinion audit performed by a certified public accountant. In either case, such audits shall be submitted to the VCBH Provider Network Operations Unit and Fiscal divisions and COUNTY Auditor Controller within one hundred eighty (180) days of the fiscal year end. Any extension of the due date must be approved in writing by the VCBH Contracts Provider Network Operations Unit. All audit costs are the sole responsibility of the CONTRACTOR. CONTRACTOR agrees to take prompt corrective action to eliminate any material non-compliance or weakness found as a result of any audit.

**EXHIBIT “D”**  
**BUSINESS ASSOCIATE AGREEMENT**

All terms used herein have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) Rules.

**I. Definitions**

- a. Business Associate shall mean **Pacific Clinics**.
- b. Covered Entity shall mean the County of Ventura.
- c. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and part 164.

**II. Obligations and Activities of Business Associate**

- a. Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (the ‘Security Rule’) with respect to Electronic Protected Health Information, to prevent Use or Disclosure of the Protected Health Information, other than as provided for by this Agreement. Such safeguards and compliance with the Security Rule shall include compliance with the administrative, physical, and technical safeguards and documentation requirements set forth in 45 CFR 164.308, 164.310, 164.312, and 164.316.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in breach of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity, in writing, within forty-eight (48) hours of the discovery of any Use, Disclosure, or Breach of the Protected Health Information not provided for by this Agreement of which it becomes aware, including any Breach of Unsecured Protected Health Information, as required by 45 CFR 164.410 (the “Data Breach Notification Rule”), and any Security Incident of which Business Associate becomes aware. Such notice shall include the identity of each Individual whose Protected Health Information or Unsecured Protected Health Information was or is reasonably believed by Business Associate to have been accessed, acquired, Used, or Disclosed during the Breach.
- e. Business Associate agrees, in accordance with 45 CFR Parts 164.502(e)(1)(ii) and 164.308(b)(2), to ensure that any agent, including a Subcontractor who creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate in connection with the services provided to Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement, to Business Associate with respect to such information, including Electronic Protected Health Information. If Business Associate knows of a pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor’s

obligations under the Agreement (or other arrangement) between Subcontractor and Business Associate, Business Associate will take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, Business Associate will terminate the Agreement (or other arrangement), if feasible.

- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set (including Protected Health Information that is maintained in one or more Designated Record Sets electronically), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR Part 164.524.
- g. Business Associate agrees to make Protected Health Information in a Designated Record Set available for amendment and incorporate any amendments to Protected Health Information as directed by Covered Entity pursuant to 45 CFR 164.526.
- h. Business Associate agrees that to the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate will comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.
- i. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the Use and Disclosure of Protected Health Information received from or created, maintained or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or to the Secretary of the Department of Health and Human Services (Secretary), as applicable, for the purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- j. Business Associate agrees to maintain and make available the information required to permit Covered Entity to respond to a request by an individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- k. Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information concerning an Individual unless Business Associate obtains from the Individual, in accordance with 45 CFR 164.508(a)(4), a valid authorization that includes a statement that the disclosure will result in remuneration to the Business Associate (or Covered Entity, if applicable). This paragraph shall not apply to remuneration received in circumstances specified in 45 CFR 164.502(a)(5)(ii)(B)(2).

### **III. Permitted General Uses and Disclosures by Business Associate**

- a. Except as otherwise limited in this Agreement, Business Associate may Use or Disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the **Wellness and Recovery Center – “TAY- Tunnel”** services.
- b. Business Associate may Use or Disclose Protected Health Information as Required by Law.

- c. Business Associate agrees that when Using or Disclosing Protected Health Information or when requesting Protected Health Information, it will make reasonable efforts to limit the Protected Health Information to the Minimum Necessary to accomplish the intended purpose of the Use, Disclosure, or Request, and will comply with the Minimum Necessary policies and procedures of Covered Entity.
- d. Business Associate will only Use or Disclose Protected Health Information in a manner that would not violate the HIPAA Rules if done by Covered Entity, except for the specific Uses and Disclosures set forth herein.

#### **IV. Specific Use and Disclosure Provisions**

- a. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may Disclose Protected Health Information received in its capacity as a Business Associate for the proper management and administration of the Business Associate, provided that the Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or of the purpose for which it was Disclosed to the person and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- d. Business Associate may De-Identify Covered Entity's Protected Health Information and Use and Disclosure the De-Identified information without restriction.
- e. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

#### **V. Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in

accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

## **VI. Permissible Requests by Covered Entity**

Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

## **VII. Term and Termination**

- a. *Term.* This Agreement shall be effective as of **July 1, 2024**, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section
- b. *Termination for Cause.* Business Associate authorizes termination of this Agreement if Covered Entity determines Business Associate has violated a material term of the Agreement and/or if Business Associate has not cured the breach or ended the violation within the time specified by the Covered Entity.
- c. *Obligations of Business Associate Upon Termination*
  1. Except as provided in paragraph (2) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If such return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this 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 Business Associate maintains such Protected Health Information. To the extent it later becomes feasible to return or destroy such Protected Health Information, Business Associate shall do so in accordance with paragraph (1) of this Section.
  3. The rights and obligations under this Section shall survive the termination of this Agreement.

## **VIII. Miscellaneous**

- a. *Regulatory References.* A reference in this Agreement to a section of the HIPAA Rules means the section as in effect or as amended.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules, or any other applicable law.
- c. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the HIPAA Rules.