



SAMPLE

GETHELPOC PARTICIPATION AGREEMENT

Orange County United Way (“OCUW”) and XXXXXX (“Participant”, “You”, “Your”), each a “Party” and collectively, the “Parties” hereby enter into this Participation Agreement upon the terms and conditions below. Certain defined terms used in this Agreement are defined in the Data Processing Addendum (“DPA”) attached hereto as Exhibit A.

Effective Date: _____

Annual Fee: _____ \$0_____

TERMS AND CONDITIONS OF PARTICIPATION

1.1 INTRODUCTION.

1.2 Role of OCUW as the Facilitator for GetHelpOC. OCUW operates a 2-1-1 information hotline (“Call Center”) in the Orange County area. Call Center services are designed to help members of the general public (“Clients”) connect with community resources to assist Clients in obtaining medical care, mental health services, housing, food, clothing, and government benefits, among other things. OCUW has expanded its referral services to include direct referral of clients to community resources and access to the GetHelpOC™ (GHOC) Database (the “Database”). The Database will serve as a repository of Client and partner information to facilitate access to services and resources provided by participating organizations and agencies. Information maintained in the Database consists of information provided by the Client (“Client Data”) and information that has been created and entered into the Database by Referral Partners (“Partner Data” and, collectively, (“GHOC Data”). Before using any GHOC Data, You should verify GHOC Data as OCUW cannot confirm its accuracy and does not assume any responsibility or liability for its inaccuracy. Additionally, You will have the ability to share information related to Client details, needs, status and outcomes, and receive client related alerts (“Participant Data”).

1.3 Access and Use of GHOC Data. In order to protect the privacy and security of GetHelpOC Data, You must comply with the terms and conditions set out in the Data Processing Addendum attached as Exhibit A (“DPA”).

1.4 Policies and Procedures. OCUW may adopt, amend, repeal, and replace policies and procedures that pertain to use of the Database and processing of referrals (hereafter, “Policies and Procedures”). The Policies and Procedures will provide guidance on such topics as security measures required to protect GHOC Data, notifying OCUW in the event You experience a Security Breach, referral acceptance/rejection response times and outcome reporting requirements, among other things. The Policies and Procedures may be posted on the OCUW website at www.GetHelpOC.org, and are made a part of this Agreement. OCUW may change, update, replace,

or delete the Policies and Procedures, in its reasonable discretion, from time to time, and You must comply with the change or modification on the date indicated, but not less than sixty (60) days from the date You receive the modified Policies and Procedures. Material modifications to the Policies and Procedures shall require the prior approval of the OCUW Board of Directors. In the event OCUW adopts a new, or modifies an existing, Policy or Procedure in a way that significantly changes Your obligations, liability, or ability to participate in the Database, then You may terminate this Agreement as set out in Section 2.2 of this Agreement. Modifications to the Policies and Procedures that are required by Applicable Law shall not be deemed a material change and must be adopted as soon as practicable.

2.1 TERM AND TERMINATION.

2.2 Term and Termination. This Agreement shall start on the Effective Date and shall be ongoing until either Party terminates in accordance with this section. Either Party may terminate this Agreement, without cause, by providing at least thirty (30) days prior written notice to the other Party; provided, however, that in the event any Party fails to perform or observe any of its respective obligations under this Agreement for more than five (5) calendar days after receipt of written notice by the other Party of such failure, the non-defaulting Party may thereafter immediately terminate this Agreement, effective upon written notice to the other Party.

2.3 Effect of Termination. Your access to the Database will be revoked immediately upon termination of this Agreement. Following termination, You must still comply with the DPA where applicable.

3.0 FEES AND PAYMENT.

3.1 Annual Fees. You must pay an "Annual Fee" in the amount indicated on the Cover Page to this Agreement. The Annual Fee¹ must be paid annually. OCUW may modify the Annual Fee at its discretion, at any time, upon no less than thirty (30) days written notice. Annual Fees will not be refunded in the event of an early termination by Participant or a termination for cause by UWOC pursuant to Section 2.2 of this Agreement.

3.2 Internet Access to the Database. You will be permitted access the Database and segments of GHOC Data according to the Participant type and data access permissions assigned to the Your authorized users by logging onto the web portal using unique logon credentials.

4.0 PARTICIPATION IN GetHelpOC

(This section only applies to You if you enter Participant Data into the GHOC Database).

4.1 License to Participant Data. You hereby grant OCUW a fully-paid, non-exclusive, royalty-free, right and license to host, use, copy, store, maintain, and disclose Participant Data.

4.2 Participant Data. Before entering Participant Data into the Database, you agree to use reasonable care to ensure the accuracy, currency, and completeness of the data. You also agree

¹Note to Draft: Please select which payment option and delete the reference to the other option.

to promptly correct or update such data if You discover the data is incorrect, incomplete, or has changed.

5.0 PARTICIPANT'S USE OF THE HOSTED SYSTEM.

5.1 Web-Services Participants: At Your sole cost and expense, You will use commercially reasonable efforts to obtain and maintain a secure internet connection to the Database with an internet browser and computer equipment and software that meets or exceeds the minimum configuration and security requirements and specifications recommended by OCUW. OCUW may upgrade or adopt new or different specifications for connecting to the Database from time to time and will notify You of any material changes to its specifications within thirty (30) days in advance if feasible. OCUW shall not be liable for any lack of connectivity or loss in functionality in the event You utilize hardware or software or an internet browser that does not meet OCUW's recommended specifications.

5.2 Authorized Users. You must limit access to the Database to the number of licenses granted to You. You agree to continuously monitor the licenses to ensure that the number of authorized users registered to use the Database does not exceed the number of licenses issued. You must also inform Your authorized users of the obligations set out in the DPA before allowing access to the Database and to train Your authorized users on network privacy and cultural competence on a regular basis at least once per year. You must immediately notify OCUW and the vendor issuing the end user license (e.g., other database platforms) of any changes to an authorized user's status or access rights.

5.3 Participant's Limited Use of the Database, Documentation. You shall not (and shall not permit others) to; (i) interfere with or disrupt the Database, (ii) sell, assign, license, sub-license or otherwise provide access to the Database or documentation related to the Database to anyone other than authorized users, (iii) use the Database or its documentation, including GHOC Data, for the purposes of providing commercial use in a service bureau, timesharing, remote batch, or similar commercial operations with third parties, (iv) by reverse engineering or by other process, create or attempt to create, or recreate the Database, (v) copy, modify, or distribute any portion of the Database or any documentation related to the Database or GHOC Data other than in connection with the delivery of services or referral of Clients to other Participants, (vi) transfer or assign any of its rights hereunder; (vii) create any derivative works based on the Database or its documentation, or (viii) export, re-export, divert or transfer the Database or its documentation outside the United States.

5.4 Participant Profile. You shall continuously maintain up-to-date registration and profile information that accurately describes the programs and services you offer to Clients, eligibility requirements for such programs, and contact information for processing referral requests submitted to You by OCUW, other Participants, or Clients through the Database.

5.5 Referral Requests. As the GetHelpOC facilitator, OCUW may, but shall not be required to refer Clients to You ("**Referral Request**"). In the event a Client is referred to You by OCUW or another Participant, You must promptly respond to a Referral Request in the manner and within the timeframe specified by OCUW in the Referral Request or as specified in the Policies and

Procedures, as applicable. If no timeframe is specified, You shall respond to the Referral Request within two business days of receipt of the Referral Request. If you fail to respond to a Referral Request three times in any consecutive four-week period, you must meet with OCUW to discuss expected timeframes.

6.0 SERVICES AND ADMINISTRATION.

6.1 Database Operations. OCUW will; (i) maintain and operate the Database, including the Participant directory and GHOC Data, and will facilitate the electronic storage and exchange of GHOC Data with other Participants according to the other Participant's access level, (ii) provide You and your authorized users with user support via a helpdesk, and (iii) comply with Applicable Law. OCUW may contract with subcontractors to maintain and upgrade the Database from time to time, operate the Database, and provide support services, among other things. In each such case, OCUW will require its subcontractors to (i) maintain the confidentiality of all Participant Data and other proprietary information relating to You, (ii) execute a confidentiality agreement containing at a minimum the same restrictions and conditions that apply to OCUW, if applicable, whenever such person or entity may have access to, view, receive, transmit or disclose Protected Health Information, (iii) implement security measures to protect the Participant Data from unlawful use or disclosure, and (iv) require its contractors, employees and agents to comply with Applicable Laws

6.2 Database Availability. OCUW shall operate and maintain the Database in a workman-like manner consistent with commercially reasonable industry standards. OCUW shall provide You with access to the Database 24 hours per day, 7 days per week, subject to reasonable downtime. OCUW will, to the extent reasonably possible, provide advance written notice of downtime(s) either by sending You a downtime alert by email, or by posting the information on OCUW's website. Notwithstanding the foregoing, you acknowledge and agree that the Database's availability is provided on an "As Is, As Available" basis. Downtime shall not constitute a material breach of this Agreement unless downtime exceeds a total of seven consecutive days or fifteen days within any consecutive sixty (60) day period, excluding scheduled maintenance.

6.3 Support Services. OCUW, either directly or through a subcontractor, will provide support services to assist You with registering authorized users to use the Database, (the "**Database Helpdesk**") and other administrative matters. The Database Helpdesk will be available on the dates and at the times posted on the GetHelpOC website. OCUW may change the level of support, and its availability or cost, from time to time as long as You are provided of any material changes within thirty (30 day) in advance.

6.4 Database Records. OCUW will maintain records of the dates, times, and the specific Client records accessed by authorized users if, and for the period of time required, by Applicable Law. Within thirty days of a written reasonable request, OCUW may provide You a copy of a data access audit log.

6.5 Security of Participant Data. OCUW shall establish, implement, and maintain commercially reasonable security measures to ensure the privacy and security of Participant Data

while at rest in the Database and during its transmittal to and from Participants through the Database.

6.6 Disaster Recovery. OCUW will establish, implement, and update a disaster recovery plan which addresses the retrieval of lost, or corrupted Participant Data in the event of a breach or security incident.

7.0 WARRANTY DISCLAIMER; RELEASE OF LIABILITY.

7.1 WARRANTY DISCLAIMER. OCUW IS NOT RESPONSIBLE FOR AND SHALL NOT BE LIABLE FOR THE CONTENT, USE OR DISCLOSURE OF GHOC DATA COLLECTED, STORED, ACCESSED, RETRIEVED OR TRANSMITTED THROUGH THE DATABASE TO OR FROM A PARTICIPANT. PARTICIPANT ACKNOWLEDGES THAT THE GHOC DATA VIEWED OR ACCESSED THROUGH THE DATABASE IS EITHER SELF REPORTED BY THE CLIENT, OR COMES FROM ANOTHER PARTICIPANT AND THAT SUCH GHOC DATA MAY NOT BE COMPLETE, ACCURATE OR UP-TO-DATE. PARTICIPANT AND ITS AUTHORIZED USERS ARE SOLELY RESPONSIBLE FOR CONFIRMING THE COMPLETENESS, ACCURACY AND TIMEFRAME OF ALL GHOC DATA RETRIEVED FROM THE DATABASE, AND FOR THE USE OR OMISSION OF SUCH GHOC DATA IN CONNECTION WITH A CLIENT'S CARE OR COORDINATION OF CARE AND RELATED SERVICES. OCUW WILL USE COMMERCIALY REASONABLE EFFORTS TO MAKE GHOC DATA AVAILABLE TO THE PARTICIPANT IF, WHEN, AND TO THE EXTENT THE DATABASE SOFTWARE IS ABLE TO MATCH UP THE RECORDS FOR SUCH CLIENT IN THE DATABASE OF OTHER PARTICIPANT(S) PARTICIPATING IN THE DATABASE AND TO NOTIFY PARTICIPANT(S) WHENEVER IT DISCOVERS DUPLICATE OR INAPPROPRIATELY LINKED CLIENT RECORDS. ACCESS TO THE DATABASE, THE DATABASE ITSELF, AND THE DATA VIEWED OR RETRIEVED THEREFROM IS LICENSED "AS IS" AND "AS AVAILABLE." OCUW DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND AS THEY MAY PERTAIN TO THE FUNCTIONALITY OF THE DATABASE OR THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE DATA INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.2 Carrier Lines and Internet Security. You acknowledge that access to the Database will be provided over various telecommunications facilities and lines, and that GHOC Data may be transmitted over local exchange and internet backbone carrier lines and through routers, switches, and other devices owned, maintained, and serviced by third- party carriers, utilities, and internet service providers (collectively, "**carrier lines**"), all of which are beyond OCUW control. Neither OCUW nor Participant shall be liable for the integrity, privacy, security, confidentiality, and use of GHOC Data as it transits carrier lines, or for any delay, failure, interruption, interception, loss, transmission or corruption of any GHOC Data attributable to transmission on the carrier lines.

7.3 RELEASE OF LIABILITY. PARTICIPANT IS SOLELY RESPONSIBLE FOR AND HEREBY RELEASES OCUW, ITS OFFICERS, DIRECTORS, EMPLOYEES AND

AGENTS OF AND FROM ALL LIABILITY ARISING OUT OF ANY AND ALL ACTS OR OMISSIONS, TAKEN OR MADE BY PARTICIPANT, IN RELIANCE ON THE DATABASE OR OCUW REFERRAL SERVICES, GHOC DATA, DISCLOSURE OF GHOC DATA, OR THE FAILURE OF PARTICIPANT TO OBTAIN A CLIENT'S CONSENT OR AUTHORIZATION TO DISCLOSE PARTICIPANT DATA TO OCUW AND OTHER PARTICIPANTS WHEN REQUIRED TO DO SO UNDER THIS AGREEMENT OR APPLICABLE LAW.

7.4 LIMITATION OF LIABILITY. EXCLUDING CLAIMS FOR INDEMNITY PURSUANT TO ARTICLE 8 OF THIS AGREEMENT, AND NOT WITHSTANDING ANYTHING TO THE CONTRARY STATED ELSEWHERE IN THIS AGREEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF OCUW TO PARTICIPANT, REGARDLESS OF THEORY OF LIABILITY OR CHARACTERIZATION OF DAMAGES, SHALL BE LIMITED TO AN AMOUNT THAT IS EQUAL TO ONE-HALF THE ANNUAL AGGREGATE ANNUAL FEE OR FIFTY THOUSAND DOLLARS, WHICHEVER IS LESS.

8.0 INDEMNIFICATION.

8.1 INDEMNIFICATION. OCUW and Participant shall each indemnify, defend, and hold the other harmless (the "**Indemnitor**") from and against any damages, cost or expense incurred by the other (the "**Indemnitee**") for third party claims resulting from a Security Breach (as defined in the DPA) caused solely by the Indemnitor's acts or omissions, whether or not negligent or intentional.

8.2 ADDITIONAL REQUIREMENTS. The Indemnitee shall give Indemnitor prompt written notice of any Claim asserted against the Indemnitee, however, the failure to provide such notice shall not relieve the Indemnitor of its obligations hereunder, except to the extent a court of competent jurisdiction determines such failure materially and adversely prejudiced the Indemnitor. Upon receipt of such notice, the Indemnitee shall tender defense to the Indemnitor, who shall, at its sole cost and expense, retain legal counsel and defend the Indemnitee with counsel reasonably satisfactory to Indemnitee. The Indemnitor may not settle such litigation or proceeding without the express consent of the Indemnitee, which consent shall not be unreasonably withheld, conditioned, or delayed. The provisions set forth herein for indemnity, as to third parties, shall not serve as a waiver of any defense or immunity otherwise available and shall not preclude the Indemnitor from asserting every defense or immunity that the Indemnitor could assert on its own behalf. All remedies provided by law, or in equity shall be cumulative and not in the alternative.

9.0 INSURANCE.

9.1 Participant's Insurance. Unless otherwise agreed in writing, Participant shall obtain and keep in force for the duration of this Agreement (except as otherwise stated below), an insurance policy or policies in an amount sufficient to cover any liability incurred for breach of this Agreement, Applicable Law or other act or omission giving rise to a claim for indemnity. Such policies shall provide, at a minimum, coverage of the following types and amounts set forth below, and in each case waiving the right of the insurer to subrogation. Nothing herein, including the

minimum limits set forth below, shall limit or preclude OCUW from accessing the full limits of the Participant's policies to the extent such limits are greater than the minimum limits set forth herein.

9.2 Commercial General Liability. Commercial General Liability ("CGL") insurance with industry standard coverage, including bodily injury, property damage, and personal and advertising injury coverage, with minimum limits of \$1,000,000 per occurrence, \$1,000,000 Products / Completed Operations, \$1,000,000 Personal and Advertising Injury, and \$2,000,000 general aggregate. The CGL policy must include coverage for blanket contractual liability.

9.3 Cyber Insurance. Cyber insurance with minimum limits of \$1,000,000 each claim or occurrence and \$2,000,000 in the aggregate. You must increase the limits of cyber coverage within ninety (90) days of OCUW's written reasonable request, at Participant's sole cost. Such cyber insurance policy shall include, without limitation, coverage for information technology, cyber risk, professional liability, data protection, privacy, unauthorized access, denial of service attacks, computer viruses, transmission of malicious code, and failure of security; breach of privacy and the failure to protect and disclosure of personal identifiable information, payment card information, third-party corporate confidential information, and protected health information; violation of any international, federal, state, or local law or regulation in connection with the protection of information, including fines and penalties to the extent allowed by applicable law; legal counsel; forensic investigations; notification and crisis management costs; data restoration; identity theft monitoring; cyber extortion costs; disclosure of any third party's proprietary information including, without limitation, trade secrets; acts, errors & omissions in connection with performance of this Agreement and associated agreements; and liability for interruption of Your, OCUW's, or any third party's business, including without limitation, claims for business interruption, loss of use, and loss of profits; financial loss, as well as all costs, including damages OCUW is obligated to pay a third party, which are associated with any Security Breach (as defined in the DPA) or loss of GHOC Data, regardless of cause (including, without limitation, negligence or gross negligence and unlawful third party acts), and resulting or arising from acts, errors, or omissions in connection with the performance of this and associated Agreements. Costs to be covered by this insurance policy shall include, without limitation: (a) costs to notify individuals whose personal data might have been lost or compromised; (b) costs to provide credit monitoring and credit/identity restoration services to individuals whose personal data might have been lost or compromised; (c) attorneys' fees and costs associated with third party claims arising from a Security Breach or loss of personal data, including without limitation litigation fees and costs and settlement payments and costs; (d) any investigation, enforcement or similar miscellaneous costs incurred in relation to a Security Breach; and (e) as otherwise set forth in this Section 9.3.

9.4 Professional Liability. To the extent applicable to Provider's services, professional liability insurance with minimum limits of \$1,000,000 per claim and \$2,000,000 in the aggregate, covering acts, errors, and omissions in the provision of Your professional services.

9.5 Commercial Auto. Commercial auto insurance with minimum limits of \$1,000,000 each accident for combined bodily injury and property damage. The commercial auto insurance must include coverage for owned, non-owned, and hired automobiles.

9.6 Workers' Compensation/Employer's Liability. Workers' compensation shall be maintained at the statutory limits to the extent applicable. Employer's liability insurance shall be maintained with minimum limits of \$500,000 each accident, \$500,000 bodily injury / disease each employee, and \$1,000,000 bodily injury / disease in the aggregate.

9.7 Other Insurance Requirements. You must provide OCUW with certificates of insurance and additional insured endorsements evidencing compliance with all requirements within seven (7) business days of executing this Agreement, annually thereafter, and within seven (7) business days of receiving a written request therefore. If the above insurance is written on a claims-made form, it shall have a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement and continue for a minimum of three (3) years following termination. The coverages specified above shall be primary with respect to indemnities owed to the other party under this Agreement and primary and non-contributory with respect to any insurance maintained by OCUW. Such insurance shall be with insurers with at least an A.M. Best's Insurance Guide rating of "A-VII". The insurance policies shall provide that the insurance company notify OCUW in writing at least thirty (30) days in advance if Your insurance coverage is to be canceled, modified or changed so as not to comply with the requirements of this Agreement. If You are self-insured, Participant shall provide written evidence satisfactory to OCUW, not less than sixty (60) days in advance, should it become unable to cover liability claims in the amounts stated above. To the fullest extent permitted by law, Your Commercial General Liability, Commercial Automobile, and Cyber policies shall name OCUW as an additional insured.

9.8 OCUW Insurance. OCUW shall obtain and keep in force, at all times, during the term of this Agreement, insurance covering OCUW's activities as contemplated by this Agreement, including, but not limited to coverage minimums as stated in Section 9.2-9.6. OCUW shall provide Participant with a certificate of coverage within ten (10) business days of a written request.

10. GENERAL PROVISIONS.

10.1 No Exclusion. The Parties each warrant and represent that neither they nor any of their affiliates have been placed on the sanctions list issued by the office of the Inspector General of the Department of Health and Human Services pursuant to the provisions of 42 U.S.C. 1320a (7) or have been excluded from government contracts by the General Services Administration. A Party will provide the other immediate notice in the event either is placed on the sanctions list.

10.2 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be changed so as to best accomplish the objectives of the Parties within the limits of applicable law, provided, however, if that is not possible or feasible, such provision will be severed from this Agreement to the extent of such determination without affecting the validity or enforceability of such remaining provisions.

10.3 Governing Laws. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California without regard to its conflict of law provisions. The parties waive any objections and agree to the venue and personal jurisdiction of the courts of the State of California and the federal courts situated in Orange County over any action arising out of or relating to this Agreement.

10.4 Notices. Except as otherwise provided herein, all notices of termination as set forth in Section 2.2 of this Agreement must be in writing and shall be deemed to have been duly given, made and received on the date when delivered to the other Party at the address stated below the signature line when actually delivered by a nationally recognized courier service, or on the third business day following the day when deposited in the United States mail, certified, postage prepaid, return receipt requested. All other communications required, permitted or in connection with this Agreement may be provided via email. A Party may change its address for Notice, at any time via email, by giving Notice of such change as provided herein.

10.5 No Agency, No Third Party Beneficiaries. OCUW provides the Database services to Participant but does not act as the Participant's agent. Participant will not be deemed an agent of another Participant as a result of participation in the Database. Nothing in this Agreement is intended to confer upon any third party any rights, remedies, or obligations.

10.6 Modifications. Except as specifically provided herein, no modification to the terms of this Agreement or the DPA shall be valid, unless in writing and signed by the parties hereto.

10.7 Registered User Signatures and Signed Documents. Upon registering with the Database, Participant acknowledges and agrees that its authorized user is authorized to adopt as its signature an electronic identification consisting of symbols or codes that are to be affixed to or contained in an exchange of data made by the Participant ("**Signatures**"). Any transmission or exchange of data made pursuant to this Agreement shall be considered a "writing" or "in writing" and any such exchange when containing, or to which there is affixed, a Signature shall be deemed for all purposes: (a) to have been "signed" (a "**Signed Documents**") and (b) to constitute an original when printed from electronic files or records established and maintained in the normal course of business. Participant will not contest the validity or enforceability of Signed Documents under the provisions of any applicable law as they may relate to the requirement that certain agreements be in writing or signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings will be admissible as between the parties to the same extent and under the same condition as other business records originated and maintained in paper form.

10.8 Complete Agreement. The terms of this Agreement and its Attachments and Exhibits collectively represent the entire understanding between the Parties and supersede all previous agreements, whether oral or in writing. The Attachments and/or Exhibits attached to this Agreement and identified in the Summary box on page one, are fully incorporated and made a part of this Agreement by this reference as if fully stated herein.

10.9 Survival. Notwithstanding any expiration or earlier termination of this Agreement, those provisions which by their meaning are intended to survive termination, including, or in addition to the following provisions of this Agreement relating to the following matters, shall survive termination in accordance with their terms, in addition to any other rights or remedies that the Parties may have under law and/or otherwise, respectively: (Article 8 - Indemnification), (Article 7 – Warranty Disclaimer; Release of Liability), (Section 10.9 - Survival), (Article 10 - General Provisions) and Exhibit A (DPA). Termination of this Agreement by a Party shall not

relieve the other Party hereto from any liability that at the time of termination already accrued to the other Party or which thereafter may accrue in respect of any act or omission of such Party prior to termination or any continuing obligation imposed by applicable law.

10.10 Authorized Agent Signature. By signing this Agreement, the undersigned represents and warrants that he or she has received and read a copy of this Agreement, inclusive of attachments and exhibits, and that he or she is either (a) the Participant or, (b) if the Participant is an organization, an individual acting on the Participant's behalf who is authorized to sign and enter into this Agreement.

10.11 Counterpart Signatures and Facsimile Signatures. This Agreement may be executed and delivered in counterparts, all of which taken together shall constitute one single agreement between the parties. Delivery of an executed counterpart of a signature page of this Agreement by electronic imaging means (e.g., "pdf") or similar attachment to an e-mail shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

[SIGNATURES ON NEXT PAGE]



SAMPLE

SIGNATURES:

Orange County United Way

Participant²

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

Address for Notice:

Address for Notice:

² Note to Draft: Please fill in the below information.

EXHIBIT A: Data Processing Addendum

This Data Processing Addendum (“**DPA**”) sets forth the terms and conditions relating to the privacy and security of GHOC Data accessed and used by Participant within the Database pursuant to the Agreement between the parties (the “**Agreement**”). Except as modified below, the terms of the Agreement shall remain in full force and effect. In the event of any dispute or inconsistency between the terms of this DPA and the terms of the Agreement, the terms of this DPA shall control.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set forth below shall be added as an addendum to the Agreement. Except where the context requires otherwise, references in this DPA to the Agreement are to the Agreement as amended by, and including, this DPA.

1. **Definitions.** The following definitions are for purposes of this DPA:

- 1.1 “**Applicable Law**” means all laws which govern the subject matter of the Agreement, including without limitation all federal, state and local laws which govern the privacy and security of Personal Information under State Law and protected health information under both State and Federal Laws and Regulations. Applicable Laws include, without limitation, the Health Insurance Portability And Accountability Act of 1966 and the regulations promulgated there under at 45 CFR Parts 160 and 164, (“**HIPAA**”), the Health Information Technology For Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“**HITECH**”), and California Civil Code Sections 56.10 et seq., the California Medical Information Act, (“**CMIA**”) and California Civil Code Sections 1798.80 et seq. , the Colorado Privacy Act (“**CPA**”), the Oregon Consumer Privacy Act (“**OCPA**”), and the Delaware Personal Data Privacy Act (“**DPPA**”).
- 1.2 “**Personal Information**” means any information identifying, relating to, describing, reasonably capable of being associated with, or that could reasonably be linked, directly or indirectly, with an identified or identifiable person or household.
- 1.3 “**Security Breach**” means any suspected or actual (i) unauthorized processing of Personal Information, such as loss or unauthorized use, alteration, disclosure, acquisition of, or access to, or accidental or unlawful destruction of such information; or (ii) occurrence in which Personal Information has been compromised or there is a reasonable suspicion that personal data may have been compromised by any means, including by data breach.
- 1.4 “**Process**” or “**Processing**” means any operation or set of operations which is performed on Personal Information, or on sets of Personal Information, whether or not by automated means.
- 1.5 “**Sell**” or “**Sale**” means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personal Information by a party to a third party for monetary or other valuable consideration.

1.6 “Share” or “Sharing” means sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personal Information by a party to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration, including transactions between a party and a third party for cross-context behavioral advertising for the benefit of a party or third party in which no money is exchanged.

2. Compliance with Data Protection Laws.

2.1 Participant represents and warrants to UWOC that Participant has complied with, and undertakes to continue to comply with, all Applicable Laws in the performance of its obligations under the Agreement, including implementing and maintaining reasonable security measures appropriate to the nature of GHOC Data, and as required by applicable laws and regulations and consistent with industry standards, and as directed by UWOC from time to time, in order to protect GHOC Data from unauthorized access, destruction, use, modification, or disclosure.

2.2 Participant will notify UWOC immediately, but in any event no later than forty-eight (48) hours from the time, when it makes a determination that it can no longer meet its obligation under the DPA or any Applicable Law.

3. Processing of GHOC Data.

3.1 Participant shall only Process GHOC Data as outlined in Section 4, or as otherwise provided in writing by UWOC.

3.2 Without limiting the generality of the foregoing, Participant shall not:

3.2.1 Sell or share GHOC Data.

Retain, use, or disclose GHOC Data for any purpose other than pursuant to the Agreement, including retaining, using, or disclosing GHOC Data for commercial or other purposes unrelated to facilitating the services outlined in the Agreement.

3.3 UWOC shall have the right to take reasonable and appropriate steps to help ensure that Participant (including any entities employed on behalf of Participant) uses GHOC Data in a manner consistent with this DPA and Applicable Law.

4. Permitted Use of GHOC Data. Participant may only process GHOC data for the purpose of providing treatment, payment, healthcare operations, public health, the determination of eligibility for government or other benefits, care coordination including information and referral and program enrollment assistance or other activities performed for or on behalf of a client. The types of Personal Information included within GHOC Data includes [Clients’: name, contact information, social security number, date of birth, basic demographic information such as gender and race/ethnicity iv., history of homelessness and housing (including current housing status, and where and when Client have accessed services), self-reported medical history and disability status, including mental and physical health concerns, substance abuse history, and HIV/AIDS status, case notes and services, income sources and amounts; and non-cash benefits, veteran status, information about other members of household, self-reported history of domestic violence, photo and personal documents.

5. Information Security and Confidentiality.

- 5.1** Prior to the execution of this DPA, Participant undertakes to adopt all the necessary and appropriate technical and organizational security measures required by Applicable Law to ensure the privacy and security of GHOC Data. Participant shall maintain and enforce all such technical and organizational security measures to protect the GHOC Data accessed under the Agreement. Such measures shall guarantee data security and a protection level adequate to the level of risk concerning confidentiality, integrity, availability, and resilience of the systems. The measures shall at least result in a level of security which is appropriate taking into consideration: whether or not the measures can be reasonably considered to be state-of-the-art, the implementation costs, the nature, scope and purposes of processing as well as the likelihood of Security Breaches and the severity of risks to the rights and freedoms of natural persons. To the extent Participant adopts alternative adequate measures which are up to date with the changed technological environment, the security level may not be reduced and any substantial changes must be documented.
- 5.2** Participant shall treat GHOC Data as being confidential and ensure only its authorized users shall have access to the same.

6. Data Breach and Cooperation.

- 6.1** Participant shall notify UWOC when there has been, or it is reasonable to believe that there has been, any Security Breach involving GHOC Data as soon as feasible, but in any event no later than forty-eight (48) hours from the time the Security Breach is discovered or should have been reasonably discovered. In the event of a Security Breach involving GHOC Data, Participant shall immediately, and at Participants' expense, take steps that UWOC may reasonably require to investigate and remedy the Security Breach, and prevent the further unauthorized access to, use of, or disclosure of such GHOC Data while preserving records and other evidence.
- 6.2** UWOC shall have the right, upon reasonable notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of GHOC Data.
- 6.3** Participant undertakes to provide full cooperation and assistance, as it may be reasonably possible, in order to assist UWOC in responding to data subjects' requests for the exercising of their rights pursuant to Applicable Law, where applicable.
- 6.4** At UWOC's reasonable request, Participant shall assist UWOC in ensuring compliance with its own data breach notification, impact assessment and supervisory authority consultation obligations under Applicable Laws, taking into account the nature of Processing and information available to Participant, noting that UWOC shall be responsible for the cost of any such assistance unless and to the extent that such assistance is required because of a failure by Participant to comply with the obligations under this DPA.

- 7. Audits.** UWOC shall have the right to take reasonable and appropriate steps to ensure that Participant uses GHOC Data consistent with its obligations under this DPA and Applicable Law,

including making available to UWOC all information reasonably requested to ascertain such compliance.

8. Deletion and Return of Personal Information.

- 8.1** After conclusion of the provision of the Agreement, or at the earlier request of Participant, Participant, shall securely delete in a manner compliant with Applicable Law, all the GHOC Data collected and under the Agreement, unless any applicable legal provision requires further storage of the GHOC Data.
- 8.2 Liability.** In addition to any indemnification obligations contained in the Agreement, Participant shall indemnify, defend, and hold harmless UWOC and its affiliates, subsidiaries, successors, and assigns (and their respective officers, directors, shareholders, employees, sublicenses, customers, representatives, and agents) from and against any and all actual or threatened claims, losses, demands, liabilities, damages, settlements, fines, expenses, and costs (including without limitation attorneys' fees and costs) arising from, in connection with, relating to, or based on allegations of: (i) any violation by Participant of any provision of this DPA; and (ii) the negligence, bad faith, or intentional or willful misconduct of Participant in connection with obligations set forth in this DPA.