

## AGREEMENT FOR SERVICES #5861

TimelyCare Mental Health Services

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**THIS AGREEMENT** is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”) and Lake Tahoe Community College, a public agency, whose principal place of business is One College Drive, South Lake Tahoe, CA 96150 (hereinafter referred to as "Contractor");

### RECITALS

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide services in accordance with the Mental Health Services Act (MHSA) Annual Update adopted by the County of El Dorado Board of Supervisors on June 22, 2021 (File ID:21-0713), or as updated thereafter; and

**WHEREAS**, the MHSA Annual Update includes the Prevention and Early Intervention (PEI) project named TimelyCare for the provision of student access to scheduled mental health appointments via telehealth; and

**WHEREAS**, TimelyCare is a student–first telehealth provider that offers campus health, but only enters into master agreements with Community Colleges; and

**WHEREAS**, Lake Tahoe Community College agrees that it will utilize the funds provided through this Agreement to subcontract with TimelyCare for their Mental Health Care Services, equivalent to at least the “Bronze Mental Health” plan, level services to allow students of Lake Tahoe Community College direct access to mental health services; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert, and competent to subcontract for the special services described in **Article I, “Scope of Services”** as it is one of few public health agencies authorized to contract for TimelyCare services; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, State (hereinafter any reference to “State” shall mean the State of California unless otherwise specified) and local laws; and

**WHEREAS**, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

## **ARTICLE I**

### **Scope of Services:**

A. Lake Tahoe Community College (LTCC) will fund the TimelyCare Mental Health Services, equivalent to at least the “Bronze Mental Health” plan, level of the TimelyCare service for the provision of mental health services to students of Lake Tahoe Community College. The funds in this Agreement will be utilized to offset the cost of the mental health services, equivalent to at least the “Bronze Mental Health” plan, level of TimelyCare services up to the maximum dollar amount specified under Article III, Compensation for Services. The service level will allow students to access unlimited 24/7, on-demand triage mental health support, coaching services and crisis management by behavioral health professionals and scheduling counseling visits with licensed counselors in the state via telehealth.

B. Personnel, Supplies, and Equipment: Contractor shall subcontract with TimelyCare. Contractor shall attest that those employees performing service under this Agreement have met the credential requirement, if needed, and are qualified to perform the duties and functions required to fulfill the contract obligations. Contractor further attests that they have verified that those employees and subcontractors performing services under this Agreement are not on any State or federal exclusion lists. For future hired staff, interns, and volunteers performing services under this Agreement, Contractor shall provide such verification with quarterly reports. Contractor shall keep records of all employee licenses/credentials for a minimum of five (5) years.

Contractor shall ensure that subcontractor maintains, at subcontractor’s cost, access to bilingual interpreters, if needed, to provide services.

C. Meetings: Contractor will participate in community strengthening coalition meetings (comprised of County agencies and providers, such as hospitals and health care providers, and other community-based providers of mental health services and education services). Contractor also shall participate in quarterly cultural competency meetings scheduled by Behavioral Health Division (BHD), and period service collaboration meetings as requested by BHD. These meetings are for the purposes of collaboration, service integration, quality improvement, and to review the Contractor’s activities under this Agreement. BHD or Contractor may request additional meetings.

D. Outcome Measures: Annually, Contractor shall report on the outcome measures outlined in **Exhibit A**, titled, “MHSA Year-End Progress Report.”

Contractor shall provide ongoing monitoring and evaluation of program services. Contractor bears sole responsibility for obtaining the authorization for and cost of use of all survey, assessment, and evaluation tools.

- E. **Reporting:** Contractor shall collect and provide data as required, including the information identified in the PEI regulations to the extent that it is available, and in a format approved by the BHD to document the services provide and to demonstrate the outcomes of the TimelyCare project. The PEI regulations, effective July 1, 2018 or as may be replaced or amended hereafter, are available at [www.edcgov.us](http://www.edcgov.us), Health and Human Services, Contractor Resources, incorporated by reference as if incorporated herein (<http://www.edcgov.us/HHSAForContractors/>).

Contractor must maintain the ability to, and utilize, transmission of data electronically and securely via high-speed internet. Further, County will notify Contractor in writing of any reporting requirement or reporting component changes during the term of the Agreement. Contractor will provide the requested reports within thirty (30) days of notification of any additional reporting.

Reports must include, but are not limited to, the following:

1. **Quarterly:** Within thirty (30) days after the end of each quarter, Contractor shall submit to BHD, **Exhibit B** titled, “MHSA PEI Demographics,” incorporated herein and made by reference a part hereof. This report documents quarterly unduplicated totals of the number of clients served, client demographics, services performed, and service locations. Outcome measures for the quarter are to be reported. The quarters shall be defined as January through March, April through June, July through September, and October through December.
2. **Fiscal Year Reports:** Within thirty (30) days of the end of each fiscal year, defined as ending June 30 of each calendar year, during the term of this Agreement and within thirty (30) days of the termination of this Agreement, Contractor shall submit to BHD unduplicated totals of the number of clients served, client demographics, and services performed. Additionally, satisfaction surveys and Outcome Measures for the fiscal year are to be reported. This fiscal year-end report shall include, at a minimum, the information identified in the **Exhibit A**, “MHSA Year-End Progress Report.”

Contractor will be notified in writing of any additional reporting requirements identified to meet County, State, and/or Federal reporting needs.

Reports shall be sent via FileZilla upload, or as otherwise directed by County.

Reports not sent via secure FileZilla upload, shall be mailed to:
County of El Dorado Health and Human Services Agency ATTN: MHSA Team 768 Pleasant Valley Road, Suite 201 Diamond Springs, CA 95619

**ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by all parties hereto and shall expire June 30 2023, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article(s) titled “Default, Termination, and Cancellation” or “Fiscal Considerations.”

**ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor for the actual amount of the TimelyCare mental health service plan, in an amount up to \$40,000 in Fiscal Year 2021/22 and up to \$40,000 in Fiscal Year 2022/23, within forty-five (45) days following the County’s receipt and approval of invoice. Annually, Contractor shall remit an invoice for the actual amount of the TimelyCare mental health service plan on school letterhead to County of El Dorado – Health and Human Services Agency.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<u>BHinvoice@edcgov.us</u> Please include in the subject line: “Contract #, Service Month, Description / Program	County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321

or to such other location as County directs.

Payment shall be made to Lake Tahoe Community College.

**ARTICLE IV**

**Maximum Obligation:** The maximum contractual obligation under this Agreement shall not exceed \$80,000.00 for all of the stated services during the term of the Agreement.

**ARTICLE V**

**Confidentiality:** The parties hereto shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. The parties shall not use such information for any purpose other than carrying out their obligations under this Agreement. All requests for disclosure of such information not emanating from the client shall be promptly transmitted to the other party.

A party shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such information to anyone other than the other party, except when subpoenaed by a court and required by law. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finder or voice print or a photograph. If a party receives any

individually identifiable health information ("Protected Health Information" or "PHI") or creates or receives any PHI on behalf of the other party, the party shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder. Further, additional terms and conditions are outlined in the County's HIPAA Business Associate Agreement, attached hereto as **Exhibit C**, incorporated herein and by reference a part hereof.

If Contractor is a covered program under the Confidentiality of Alcohol and Drug Abuse Patient Records Act, 42 C.F.R. Part 2 it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information and patient identifying information, as well as any task or activity Contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

#### **ARTICLE VI**

**Background Check:** Contractor accepts responsibility for determining and approving the qualifications of its employees (including volunteers, agents, or representatives). Completion of a satisfactory Live Scan will also be needed if legally required. Contractor further agrees to hold County harmless from any liability for injuries or damages (as outlined in the Article titled, "Indemnity" contained herein) resulting from a breach of this provision or Contractor's actions in this regard.

#### **ARTICLE VII**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE VIII**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE IX**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

## **ARTICLE X**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

In the event Contractor receives written consent to subcontract services under this Agreement, Contractor is required to ensure subcontractor remains in compliance with the terms and conditions of this Agreement. In addition, Contractor is required to monitor subcontractor's compliance with said terms and conditions, and provide written evidence of monitoring to County upon request.

## **ARTICLE XI**

**Independent Contractor:** The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

## **ARTICLE XII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE XIII**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE XIV**

### **Default, Termination, and Cancellation:**

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of

this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

#### **ARTICLE XV**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
Health and Human Services Agency  
3057 Briw Road, Suite B  
Placerville, CA 95667  
ATTN: Contracts Unit  
[HHS-contracts@edcgov.us](mailto:HHS-contracts@edcgov.us)

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO  
Procurement and Contracts Division  
330 Fair Lane, Suite A  
Placerville, CA 95667  
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

LAKE TAHOE COMMUNITY COLLEGE  
One College Drive  
South Lake Tahoe, CA 96150  
Attn: Senior Director of Grant Development and Government Relations  
[metune@lcc.edu](mailto:metune@lcc.edu)

or to such other location as the Contractor directs.

#### **ARTICLE XVI**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled, "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XVII**

**Indemnity:** To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE XVIII**

##### **Litigation:**

- A. County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.
- B. Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

## ARTICLE XIX

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the

Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

#### **ARTICLE XX**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XXI**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

#### **ARTICLE XXII**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this

Agreement by giving written notice as detailed in the Article titled, "Default, Termination and Cancellation."

### **ARTICLE XXIII**

#### **Nondiscrimination:**

- A. By signing this Agreement, Provider certifies that under the laws of the United States and the State of California, incorporated into this Agreement by reference and made a part hereof as if set forth in full, Provider shall not unlawfully discriminate against any person.
- B. County may require Provider's services on projects involving funding from various state and/or federal agencies, and as a consequence, Provider shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Provider and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Provider shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended, the California Family Rights Act (Government Code Section 12945.2), the Unruh Civil Rights Act (California Civil Code, Division I, Part 2, Section 51, et seq), the Ralph Civil Rights Act (California Civil Code, Division I, Part 2, Section 51.7), the California Trafficking Victims Protection Act (California Civil Code, Division I, Part 2, Section 52.5), the Disabled Persons Act (California Civil Code, Division I, Part 2.5), and as applicable, Section 11135 et. seq., of the California Government Code, prohibiting discrimination in all state-funded programs. Provider and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- C. Where applicable, Provider shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- D. Provider's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.
- E. By signing this Agreement, Provider certifies that under the laws of the United States and the State of California, incorporated into this Agreement by reference and made a part hereof as if set forth in full, Provider shall not unlawfully discriminate against any person.
- F. Contractor shall comply with **Exhibit D**, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Contractor shall acknowledge compliance by signing and returning **Exhibit D** upon request by County.

#### **ARTICLE XXIV**

**California Residency (Form 590):** If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

Article I.

#### **ARTICLE XXV**

**Taxpayer Identification Number (Form W-9):** All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

#### **ARTICLE XXVI**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

#### **ARTICLE XXVII**

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

#### **ARTICLE XXVIII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Ren Strong, Program Manager, Behavioral Health Division, or successor.

#### **ARTICLE XXIX**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**ARTICLE XXX**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXXI**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**ARTICLE XXXII**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

**ARTICLE XXXIII**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

**ARTICLE XXXIV**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_  
Ren Strong, Program Manager  
Behavioral Health Division

Dated: \_\_\_\_\_

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_  
Donald Semon, Director  
Health and Human Services Agency

Dated: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement #5861 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Lori Parlin, Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**-- CONTRACTOR --**

LAKE TAHOE COMMUNITY COLLEGE  
A PUBLIC AGENCY

By: \_\_\_\_\_  
Russi Egan  
Vice President of Administrative Services

Dated: \_\_\_\_\_

(LKK)

**Exhibit A**  
**“MHSa Year-End Progress Report”**

**Provider: TimelyCare Mental Health Services / Lake Tahoe Community College**

**Project Goals**

- Increased mental health service utilization by students.
- Decreased isolation that results from unmet mental health needs.
- Decreased peer and family problems that result from unmet health needs.
- Reduce stigma and discrimination.
- Integration of prevention programs already offered in the community is achieved.
- Reduction in college failure or dropouts.

**Numbers Served and Cost**

<b>Expenditures</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>N/A</b>
MHSA Budget	\$	\$	
Total Expenditures	\$	\$	
Unduplicated Individuals Served			
Cost per Participant	\$	\$	
<b>Age Group</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>N/A</b>
0-15 (children/youth)			
16-25 (transitional age youth)			
26-59 (adult)			
Ages 60+ (older adults)			
Unknown or declined to state			
<b>Race</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>N/A</b>
American Indian or Alaska Native			
Asian			
Black or African American			
Native Hawaiian or Other Pacific Islander			
White			
Other			
Multiracial			
Unknown or declined to state			
<b>Ethnicity by Category</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>N/A</b>
Hispanic or Latino			
Caribbean			
Central American			
Mexican/Mexican-American/Chicano			
Puerto Rican			
South American			
Other			
Unknown or declined to state			

<b>Non-Hispanic or Non-Latino</b>			
African			
Asian Indian/South Asian			
Cambodian			
Chinese			
Eastern European			
Filipino			
Japanese			
Korean			
Middle Eastern			
Vietnamese			
Other			
Multi-ethnic			
Unknown or declined to state			
<b>Primary Language</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>N/A</b>
Arabic			
Armenian			
Cambodian			
Cantonese			
English			
Farsi			
Hmong			
Korean			
Mandarin			
Other Chinese			
Russian			
Spanish			
Tagalog			
Vietnamese			
Unknown or declined to state			
<b>Sexual Orientation</b> <i>*Collection of this information from a minor younger than 12 years of age is not required.</i>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>N/A</b>
Gay or Lesbian			
Heterosexual or Straight			
Bisexual			
Questioning or unsure of sexual orientation			
Queer			
Another sexual orientation			
Declined to State			

<b>Gender</b> <i>*Collection of this information from a minor younger than 12 years of age is not required.</i>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>N/A</b>
<b>Assigned sex at birth:</b>			
Male			
Female			
Declined to answer			
<b>Current gender identity:</b>			
Male			
Female			
Transgender			
Genderqueer			
Questioning / unsure of gender identity			
Another gender identity			
Declined to answer			
<b>Disability</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>N/A</b>
Difficulty seeing			
Difficulty hearing or having speech understood			
Mental disability including but not limited to learning disability, developmental disability, dementia			
Physical/mobility			
Chronic health condition/chronic pain			
Other (specify)			
Declined to state			
<b>Veteran Status</b> <i>*Collection of this information from a minor younger than 12 years of age is not required.</i>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>N/A</b>
Yes			
No			
Unknown or declined to state			
<b>Region of Residence</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>N/A</b>
West County			
Placerville Area			
North County			
Mid County			
South County			
Tahoe Basin			
Unknown or declined to state			
<b>Economic Status</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>N/A</b>

Extremely low income			
Very low income			
Low income			
Moderate income			
High income			
Unknown or declined to state			
<b>Health Insurance Status</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>N/A</b>
Private			
Medi-Cal			
Medicare			
Uninsured			
Unknown or declined to state			

**Provider: TimelyCare Mental Health Services / Lake Tahoe Community College**

**Annual Report FY \_\_\_\_\_**

Please provide the following information for this reporting period:

1. Briefly report on how implementation of the TimelyCare project is progressing (e.g., whether implementation activities are proceeding on target and as described in the County's MHSA Plan), and any major accomplishments and challenges.
2. Briefly report on how the TimelyCare project has improved the overall mental health of the students by addressing the primary negative outcomes that are the focus of the TimelyCare project (suicide, prolonged suffering, school failure or dropout, incarceration, unemployment, and homelessness).
3. Provide a brief narrative description of progress in providing services through the TimelyCare project to unserved and underserved populations.
4. Provide a brief narrative description of how the TimelyCare services are provided in a culturally and linguistically competent manner, including activities to reduce racial/ethnic disparities.
5. Provide the outcomes measures of the services provided and of customer satisfaction surveys. Outcome measures for the TimelyCare project are:
  - Measurement 1: Number of scheduled counseling visits and the average visit length.
  - Measurement 2: Number of psychiatry visits and the average visit length.
  - Measurement 3: Breakdown by gender for the scheduled counseling visits and the psychiatry visits
6. If known, the number of Clients referred to County Behavioral Health and the type of treatment to which Clients were referred.
7. If known, the number of individuals who followed through on the referral and engaged in treatment.
8. Provide total project expenditures and the type and dollar amount of leveraged resources and/or in-kind contributions.
9. Provide any additional relevant information.

**EXHIBIT B MHSA PEI DEMOGRAPHICS**

<b>DATE</b> _____	<b>REPORTING PERIOD</b> <i>(please circle)</i>	<b>Qtr 1 (Jul-Sept)</b>	<b>Qtr 2 (Oct-Dec)</b>
		<b>Qtr 3 (Apr-Jun)</b>	<b>Qtr 4 (Jan-Mar)</b>
<b>PROGRAM NAME</b> _____	<b>Fiscal YEAR</b> _____		
<b>Total Number of Individuals Served</b>			

*For programs serving children or youth under 18 years of age, the demographic information required for this section shall be collected and reported only to the extent permissible by California Education Code, Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act of 1996 (HIPAA), California Information Practices Act, and other applicable state and federal privacy laws. Information that cannot be obtained directly from the minor may be obtained from the minor's parent, legal guardian, or other authorized source.*

<b>DEMOGRAPHIC DATA</b>	<b>TOTALS</b>
<b><u>GENDER - Assigned sex at birth</u></b>	
Male	
Female	
Declined to answer	
<b><u>GENDER - Current gender identity</u></b>	
<i>*Collection of this information from a minor younger than 12 years of age is not required.</i>	
Male	
Female	
Transgender	
Genderqueer	
Questioning or unsure of gender identity	
Another gender identity	
Declined to answer	
<b><u>AGE GROUP</u></b>	
Children/Youth (ages 0-15)	
Transitional Age Youth (TAY) (ages 16-25)	
Adult (ages 26-59)	
Older Adult (ages 60+)	
Declined to answer	
<b><u>ETHNICITY - Hispanic or Latino</u></b>	
Caribbean	
Central American	
Mexican/Mexican-American/Chicano	
South American	
Puerto Rican	
Other	
Declined to answer	

**EXHIBIT A2 MHSA PEI DEMOGRAPHICS**

DEMOGRAPHIC DATA	TOTALS
<b><u>ETHNICITY - Non-Hispanic or Non-Latino</u></b>	
African	
Asian Indian/South Asia	
Cambodian	
Chinese	
Eastern European	
European	
Filipino	
Japanese	
Korean	
Middle Eastern	
Vietnamese	
Other	
More than one ethnicity	
Declined to answer	
<b><u>RACE</u></b>	
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or other Pacific Islander	
White	
Other	
More than one race	
Declined to answer	
<b><u>SEXUAL ORIENTATION</u></b>	
<i>*Collection of this information from a minor younger than 12 years of age is not required.</i>	
Gay or Lesbian	
Heterosexual or Straight	
Bisexual	
Questioning or unsure of sexual orientation	
Queer	
Another sexual orientation	
Declined to answer	
<b><u>VETERAN STATUS</u></b>	
<i>*Collection of this information from a minor younger than 12 years of age is not required.</i>	
Yes	
No	
<b><u>DISABILITY</u></b>	
Difficulty seeing	
Difficulty hearing or having speech understood	

**EXHIBIT A2 MHSA PEI DEMOGRAPHICS**

<b>DEMOGRAPHIC DATA</b>	<b>TOTALS</b>
Mental (i.e. learning disability, developmental disability, dementia)	
Physical/Mobility domain	
Chronic health condition	
Other	
Declined to answer	
None	
<b><u>PRIMARY THRESHOLD LANGUAGE</u></b>	
Arabic	
Armenian	
Cambodian	
Cantonese	
English	
Farsi	
Hmong	
Korean	
Mandarin	
Other Chinese	
Russian	
Spanish	
Tagalog	
Vietnamese	
Declined to answer	
<b><u>CITY/TOWN OF RESIDENCE</u></b>	
<u>North County</u>	
Coloma	
Cool	
Garden Valley	
Georgetown	
Greenwood	
Lotus	
Kelsey	
Pilot Hill	
Other	
<u>Mid County</u>	
Camino	
Cedar Grove	
Echo Lake	
Kyburz	
Pacific House	
Pollock Pines	

**EXHIBIT A2 MHSA PEI DEMOGRAPHICS**

<b>DEMOGRAPHIC DATA</b>	<b>TOTALS</b>
<b><u>CITY/TOWN OF RESIDENCE (Cont'd)</u></b>	
<u>Mid County Cont'd</u>	
Riverton	
Other	
<u>South County</u>	
Fair Play	
Grizzly Flats	
Mt. Aukum	
Somerset	
Other	
<u>West County</u>	
Cameron Park	
El Dorado Hills	
Shingle Springs	
Rescue	
Other	
<u>Placerville Area</u>	
Diamond Springs	
El Dorado	
Pleasant Valley	
Placerville	
Other	
<u>Tahoe Basin</u>	
Meyers	
South Lake Tahoe	
Tahoma	
Other	
<b><u>ECONOMIC STATUS</u></b>	
Extremely low income	
Very low income	
Low income	
Moderate income	
High income	
<b><u>HEALTH INSURANCE STATUS</u></b>	
Private insurance	
Medi-Cal	
Medicare	
Uninsured	

## **Exhibit C**

### **HIPAA Business Associate Agreement**

This Business Associate Agreement is made part of the base contract (“Underlying Agreement”) to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the “Effective Date”).

#### **R E C I T A L S**

**WHEREAS**, County and Contractor (hereinafter referred to as Business Associate (“BA”) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“EPHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement; and

**WHEREAS**, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time; and

**WHEREAS**, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103 ; and

**WHEREAS**, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103; and

**WHEREAS**, “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

**WHEREAS**, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

**WHEREAS**, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Definitions.** Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as maybe amended from time to time.

2. Scope of Use and Disclosure by BA of County Disclosed PHI
  - A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
  - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
    - (1) Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
    - (2) disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
    - (3) Disclose PHI as necessary for BA's operations only if:
      - (a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
        - (i) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and,
        - (ii) The third party will immediately notify BA of any breaches of confidentiality of PHI to extent it has obtained knowledge of such breach.
    - (4) Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
    - (5) Not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
    - (6) De-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
  - C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.
3. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
  - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308, 164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.

- B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
  - C. Report to County in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
  - D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.
4. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
  - B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
  - C. To assist the County in meeting its disclosure accounting under HIPAA:
    - (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy

of the individual's authorization, or a copy of the written request for disclosure.

(2) Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.

D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary"), BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.

5. Obligations of County.

A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.

B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.

C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.

D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.

E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:

(1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.

(2) Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or

(3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.

- C. Effect of Termination.
- (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.
  - (2) In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.
- 8. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
- 9. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
- 10 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- 11. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

**EXHIBIT D**  
**VENDOR ASSURANCE OF COMPLIANCE WITH**  
**THE COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES AGENCY**  
**NONDISCRIMINATION IN STATE**  
**AND FEDERALLY ASSISTED PROGRAMS**

---

NAME OF VENDOR/RECIPIENT: Lake Tahoe Community College

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

---

Date  
One College Drive, South Lake Tahoe, CA 96150  
Address of vendor/recipient

---

Signature  
  
(08/13/01)