

**AGREEMENT FOR SERVICES #500-S1211**  
Psychiatric Counseling & Treatment Services

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**THIS AGREEMENT** 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 Michael C. Lin, M.D., a sole proprietor duly qualified to conduct business in the State of California, whose principal place of business is 8735 Seville Circle, Granite Bay, CA 95746 (hereinafter referred to as Contractor);

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a contractor to provide psychiatric counseling and treatment services for seriously emotionally disturbed children and adolescents, and severely mentally ill adults for the Health and Human Services Agency, Mental Health Division (HHS/MHD) on an "as requested" basis; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by County of El Dorado Charter, Section 210 (b) (6) and/or Government Code 31000.

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

**ARTICLE I**

**Scope of Services:** Contractor acknowledges that this Agreement is funded in whole or in part with funds from the State of California and the Federal Government.

- A. Contractor agrees to furnish mental health psychiatric services to clients of County as requested by County. Services shall be performed at the request of the Director of the Health and Human Services Agency or the Mental Health Medical Director, or designee. Services shall include but not be limited to:

1. Provision of direct psychiatric medical care to outpatient children and adolescents in various County facilities and locations, and by use of County videoconferencing/telemedicine systems to perform services at remote County locations when appropriate and requested by County;
  - a. Psychiatric evaluations for children/adolescents shall be scheduled for up to one hundred twenty (120) minutes; and
  - b. Medication follow up appointments shall be scheduled for no more than forty-five (45) minutes.
  - c. Contractor may request authorization from the Medical Director or designee for an extended period for the evaluation and follow-up appointments, based on clinical need, by faxing Exhibit A - Expanded Psychiatry Services Authorization Form, incorporated herein and made by reference a part hereof.
  
2. Provision of direct psychiatric medical care to outpatient adults in various County facilities and locations and by use of County videoconferencing/telemedicine systems in order to perform services at remote County locations when appropriate and as requested by County:
  - a. Psychiatric evaluations for adults shall be scheduled for up to ninety (90) minutes; and
  - b. Medication follow up appointments shall be scheduled for no more than forty-five (45) minutes; and
  - c. Contractor may request authorization from the Medical Director or designee for an extended period for evaluation and follow-up appointments and based on clinical need, by faxing Exhibit A -Expanded Psychiatry Services Authorization Form, incorporated herein and made by reference a part hereof.
  
3. Provision of direct inpatient care to adults at the County of El Dorado Psychiatric Health Facility (PHF);
  
4. Evaluation of patients to determine therapeutic and psychiatric/medical needs;
  
5. Administration and interpretation of various psychological assessment instruments;
  
6. Development of treatment plans, participating in case conferences and consulting with clinical staff regarding support services and treatment options;
  
7. Development of, ensuring adherence to, and instruction of others in appropriate psychiatric/medical protocols;
  
8. Performance of crisis intervention as required, assisting clinical staff in mitigating crisis situations; prescribing and administering medication to patients in crisis situations if deemed necessary;

9. Evaluation of patients for voluntary and involuntary commitment and signing required commitment forms for clients requiring psychiatric hospitalization based upon patient symptoms;
10. Performance of detailed patient record documentation by day's end using the InterTrac system or subsequent replacement system including use of voice recognition technology to create documentation: Any documentation shall be prepared in compliance with MHD and regulatory standards and requirements; preparation of intake and discharge summaries, program notes and treatment reviews;
11. Completion and submission to County of a monthly invoice documenting all days and hours worked in a form and format mutually agreed to by both County and Contractor;
12. Participation in relevant investigations, utilization review, quality assurance, quality improvement and program evaluation measures as directed by County Mental Health Medical Director.
13. Participation in case consultation, clinical team meetings, consultation with management, phone and/or in-person consultation with community partners and providers with the appropriate consent to exchange information, training required by County, review, completion and processing of refills and lab work, provision of services to the Juvenile Hall and Juvenile Treatment Center;
14. Attendance at meetings with County Counsel in preparation for court proceedings, arbitrations, depositions or administrative hearings related to work performed by Contractor under this Agreement; and
15. Attendance at and provision of testimony at any court proceedings, arbitration, depositions, or administrative proceedings relating to work performed by Contractor under this Agreement.
16. Participation in Medical Backup Unit off hour coverage as mutually agreed upon by both parties. MBU coverage on a weekday is a twenty-four (24) hour period from 8 a.m. until 8 a.m. the following weekday and weekend MBU coverage starts Friday at 8 a.m. ending on Tuesday at 8 a.m. as follows:

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MBU Coverage	From	To	Activities
Weekdays	Tuesday 8 a.m.	Wednesday 8 a.m.	Available by telephone.
	Wednesday 8 a.m.	Thursday 8 a.m.	Available by telephone.
	Thursday 8 a.m.	Friday 8 a.m.	Available by telephone.
Weekend	Friday 8 a.m.	Tuesday 8 a.m.	Conduct rounds for two (2) hours each on Saturday and Sunday and be available by telephone the remainder of the time.
Holidays			Conduct rounds for two (2) hours and be available by telephone the remainder of the time.

17. Contractor shall not engage in any activity which is or may become a prohibited contract, financial conflict of interest, or which may create an incompatibility of office as defined under California law and certifies that he/she shall not perform services that result in a conflict of interest. Contractor shall immediately notify County if any services to be performed under this Agreement involve an actual or potential conflict of interest, financial or otherwise.
  18. Contractor agrees to follow the "El Dorado County Computer and Network Resource Usage Policies and Standards Guide," attached hereto as Exhibit B, or any update or revision as may be approved by the County Board of Supervisors. Contractor also agrees to sign the County User Agreement, which is contained on page 12 of Exhibit B.
- B. County agrees to provide the following:
1. Scheduling of clients
  2. Office location for Contractor to work in and see clients
  3. Standard office equipment including access to a computer and telephone
  4. Voice recognition processing equipment for documenting client records. Transcription assistance for psychiatric assessments may be provided if mutually agreed to by both Contractor and County.
  5. Access to County-specific software applications as necessary.
- C. County and Contractor shall agree in writing on the normal hours, schedule and location of work to be performed. Any changes to the normal hours, schedule and location of work shall be agreed to in writing. In the event that a regularly scheduled work day falls on a County holiday, the parties hereto may by mutual consent reschedule that day to another "non-holiday" day. Contractor shall notify County's Mental Health Medical Director, giving as much advance notice as possible, of any planned or unanticipated periods during which Contractor shall be unavailable.
- D. Evaluation of Contractor's Performance: The Contractor's performance under this Agreement shall be evaluated by the County after completion of the Agreement. A copy of

any written evaluation shall be maintained in the County contract file. The County's determination as to satisfactory work shall be final absent fraud or mistake.

**ARTICLE II**

**Term:** This Agreement shall become effective upon final execution through June 30, 2013 unless earlier terminated pursuant to the provisions under the Articles titled "Fiscal Considerations" and "Default, Termination and Cancellation" herein.

**ARTICLE III**

**Compensation for Services**

- A. For services provided as set forth in the Article titled "Scope of Services," County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoices(s) identifying services rendered.
- B. Contractor shall submit monthly invoices in a form and format mutually agreed to by both Contractor and County, and shall have attached any supporting documentation.
- C. Compensation shall be paid at the rate of \$200/hour for scheduled time providing outpatient services or direct services at the PHF; this rate is all inclusive. Notwithstanding the aforementioned, travel expenses may be reimbursed by County, in addition to the hourly billing rate, in the event that travel is required for an out-of-County overnight training, meeting, or consultation that is mandated by County. Reimbursement for such travel must be approved in advance in writing by County and shall be made in accordance with Exhibit C - Board of Supervisors Policy D-1, incorporated herein and made by reference a part hereof.

D. Compensation for the provision of MBU coverage services shall be as follows:

<b>MBU Coverage</b>	<b>From</b>	<b>To</b>	<b>Compensation</b>
Weekdays	Tuesday 8 a.m.	Wednesday 8 a.m.	\$400 / day
	Wednesday 8 a.m.	Thursday 8 a.m.	\$400 / day
	Thursday 8 a.m.	Friday 8 a.m.	\$400 / day
*Holiday that falls on a Weekday	Tuesday 8 a.m.	Friday 8 a.m.	\$400 / day
Weekend	Friday 8 a.m.	Tuesday 8 a.m.	\$1,200 / weekend

\*Holidays that fall on a weekend (Friday 8 a.m. through Tuesday 8 a.m.) shall be compensated \$400 per holiday day in addition to the standard \$1,200 for the weekend.

- E. Contractor shall receive only the compensation above specified in this Agreement. For the services performed under this Agreement Contractor shall not be eligible or entitled to receive any other compensation or benefits currently afforded regular County employees unless otherwise required by law.
- F. Invoices/Remittances - Invoices / Remittance shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per the Article titled "Notice to Parties."

Mail invoices to:	Mail remittance to:
Health & Human Services Agency – Finance Unit 929 Spring Street Placerville, CA 95667	Michael Lin, M.D. 8735 Seville Circle Granite Bay, CA 95746

- G. Not-to-Exceed - Compensation for services provided under this Agreement shall not exceed \$180,000 for the term of the Agreement.

**ARTICLE IV**

**Licensure and Clearance Requirements**

- A. Contractor has provided evidence of and shall continuously maintain the following items during the entire term of the Agreement:
  1. Valid driver’s license;
  2. Valid Physician and Surgeon Certificate issued by the State of California Board of Medical Examiners;
  3. Certification by the American Board of Psychiatry as a psychiatrist, or proof of eligibility for certification;
  4. Medical license number; and
  5. Social Security number.
- B. Various County facilities maintain their own security requirements. Contractor shall cooperate with providing all Livescans or fingerprinting as required by County.
- C. Inpatient Contracts and Subcontracts: If this Agreement is for inpatient services, the Contractor acknowledges that they must maintain necessary licensing and certification. All inpatient subcontractors must maintain necessary licensing and certification.
- D. Permits and Licenses: The Contractor shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and give all notices necessary and incident to the lawful execution of the work.

The Contractor shall keep informed of, observe, comply with, and cause all of its agents, subcontractors and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the County in writing.

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## **ARTICLE V**

**Utilization Review:** Contractor shall establish and maintain systems to review the quality and appropriateness of services in accordance with applicable Federal and State statutes and regulations, and guidelines operative during the term of this Agreement.

## **ARTICLE VI**

**Drug Free Workplace Certification:** Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and shall support a drug-free workplace.

## **ARTICLE VII**

### **Non-Discrimination Provisions:**

- A. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including human immunodeficiency virus [HIV] and acquired immune deficiency syndrome [AIDS]), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and any subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code [GC] Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations [CCR] Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code (CCR), are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- B. Consistent with the requirements of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap.
- C. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all Federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

- D. Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to Title 9, CCR, Section 1820.205, Section 1830.205 or Section 1830.210, prior to providing covered services to a beneficiary.
- E. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

#### **ARTICLE VIII**

**Disabled Veteran Business Enterprises (DVBE):** Unless specifically waived by the County, Contractor shall comply with the Disabled Veteran Business Enterprises participation goal in accordance with the provisions of Public Contract Code Section 10115 et seq.

#### **ARTICLE IX**

**Mandated Reporter:** Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions of: 1) the California Penal Code Section 11164 et seq, also known as the Child Abuse and neglect Reporting Act or 2) Welfare and Institutions Code 15630 et seq. related to elder and dependent adults.

#### **ARTICLE X**

**Record Retention:** Contractor agrees to make all of its books and records pertaining to the goods and services furnished under the terms of this Agreement available for inspection, examination, or copying by authorized County, the Comptroller General of the United States, State of California or Federal agencies, or their duly authorized representatives, at all reasonable times at Contractor's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five (5) years from the close of the County's fiscal year in which the Agreement was in effect, or longer period as may be required by Federal or State of California law, including, but not limited to any record retention laws pertaining to minors, psychiatric health facilities, psychology clinics, psychologists and/or other licensed professionals. If at the end of the applicable retention period, there is litigation or an audit or other investigation involving those books or records, Contractor shall retain the books or records until the resolution of such litigation, audit or investigation.

#### **ARTICLE XI**

##### **Audit and Inspection Rights:**

- A. Contractor agrees that County, California Department of Health Care Services or Department of Mental Health (DHCS-DMH), the State Department of General Services, the Bureau of State Audits, the Auditor General, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s)



access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the County and State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

- B. County or State staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by the County Contract Administrator. In this connection, County or State staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.
- C. The Contractor shall allow County, DHCS-DMH, California Health and Human Services Agency (HSS), the Comptroller General of the United States, and other State or Federal agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this contract, and to inspect, evaluate, and audit any and all books, records, and facilities maintained by the Contractor and subcontractors, pertaining to such services at any time during normal business hours. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Agreement including working papers, reports, financial records and books of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this contract, the Contractor shall furnish any such record, or copy thereof, to County or State. Authorized agencies shall maintain the confidentiality of such books and records in accordance with applicable laws and regulations.
- D. The Contractor agrees to include in any subcontractor's agreement the requirement to make all of its books and records, pertaining to the goods and services furnished under the terms of the subcontract, available for inspection, examination or copying by the County, State, the Comptroller General of the United States, and other authorized Federal and State agencies, or their duly authorized representatives, at all reasonable times at the subcontractor's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five (5) years from the close of County's fiscal year in which the subcontract was in effect.
- E. From time to time, the County or the State may inspect the facilities, systems, books and records of Contractor to monitor compliance with the Agreement.
- F. Contractor shall promptly remedy any violation of any provision of the Agreement and shall certify the same to the County Contract Administrator and the (State of California) Information Security Officer in writing.
- G. The fact that the County or State inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, and procedures does not relieve Contractor of its responsibility to comply with the Agreement.

- H. The County or State's failure to detect, or the detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the County or State's enforcement rights under the Agreement.

## **ARTICLE XII**

**Public Hearings:** If public hearings on the subject matter dealt with in this Agreement are held within one (1) year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. County shall reimburse Contractor for travel of said personnel at the Agreement rates for such testimony as may be requested by County or State.

## **ARTICLE XIII**

### **Additional Agreement Provisions:**

- A. **Agreement Work Hours and Safety Standards Act:** The Contractor shall comply with the provisions of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-333), as applicable, which requires that all subcontracts awarded by the Contractor in excess of \$2,000 for construction and in excess of \$2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (Title 29, CFR, Part 5).
- B. **Captions:** The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.
- C. **Clean Air Act & Federal Water Pollution Control Act:** The Contractor shall comply with the provisions of Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, which provide that contracts and subcontracts of amounts in excess of \$100,000 shall contain a provision that requires the Contractor or subcontractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.
- D. **Copeland Anti-Kickback Act:** The Contractor shall comply with the provisions of the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c), which requires that all contracts and subcontracts in excess of \$2,000 for construction or repair awarded by the Contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (Title 29, CFR, Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States").

- E. Davis-Bacon Act: The Contractor shall comply with the provisions of Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7), which requires that, when required by Federal Medicaid program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (Title 29, CFR, Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").
- F. Debarment and Suspension: The Contractor shall comply with the provisions of Title 2, CFR, Section 180 as implemented by Title 2 CFR Section 376, and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from Federal procurement or nonprocurement programs from having a relationship with the Contractor.
- G. Federal Contractor Exclusions: Pursuant to Title 42, US Code Section 1320a-7 and 1320c-5, and Welfare and Institutions Code Section 14123, the Contractor shall not employ or enter into an Agreement with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal financial participation is not available for amounts expended for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.
- H. Federal Regulations Requirements: If applicable and based on the services provided under this Agreement, the Contractor agrees to comply as follows:
  - 1. The Contractor shall maintain written policies and procedures respecting advance directives in compliance with the requirements of Title 42, Code of Federal Regulations (CFR), Sections 422.128 and 438.6(i)(1), (3) and (4). Any written materials prepared by the Contractor for beneficiaries shall be updated to reflect changes in State laws governing advance directives as soon as possible, but no later than ninety (90) days after the effective date of the change.
  - 2. The Contractor shall obtain approval from County prior to implementing a Physician Incentive Plan as described at Title 42, CFR, Section 438.6(h). County shall confer with DHCS-DMH as necessary and shall approve the Contractor's request only if the proposed Physician Incentive Plan complies with all applicable Federal and State regulations.

#### **ARTICLE XIV**

##### **Publications and Reports:**

- A. Publications: If a publication or report is required under this Agreement, Contractor shall:
  - 3. Incorporate any comments or revisions required by the County into any publication or report and shall not publish any material until it receives final County approval.
  - 4. Furnish two (2) copies of each publication and report required plus one (1) reproducible original.

5. Prepare all illustrations, maps and graphs in a manner which allows the complete illustration to be contained on a single 8-1/2" by 11" page unless specific written approval is given to the contrary.
6. Print all graphs, illustrations and printed materials in a single color throughout each publication unless prior County approval is granted.
7. Place the Contractor's name only on the cover and title page of publications and reports and summaries. Covers and title pages shall read as follows:

CALIFORNIA DEPARTMENT OF MENTAL HEALTH  
TITLE  
By (Contractor)

8. County and the State of California reserve the right to use and reproduce all publications, reports, and data produced and delivered pursuant to this Agreement. County and the State of California further reserve the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
  9. If the publication and/or report are prepared by non-employees of the County and the State of California, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code Section 7550).
- B. Progress Reports: If progress reports are required by this Agreement, Contractor shall provide a progress report in writing, or orally if approved by the County Contract Administrator, at intervals to be determined by Contract Administrator. This progress report shall include, but not be limited to, a statement that the Contractor is or is not on schedule, any pertinent reports, interim findings and other information as directed by County. Contractor shall cooperate with and shall be available to meet with the County to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.
- C. Presentation: Upon request, Contractor shall meet with the County to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Contract, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in the Contract.

#### **ARTICLE XV**

**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 XVI**

**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 agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

## **ARTICLE XVII**

**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.

## **ARTICLE XVIII**

**Independent Contractor/Liability:** 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 terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

## **ARTICLE XIX**

### **Fiscal Considerations:**

- A. The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County of El Dorado 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 shall 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.

- B. Hold Harmless the State of California: Contractor agrees to hold harmless the State of California and its beneficiaries in the event the County cannot or shall not pay for services performed by the Contractor pursuant to this Agreement.

## **ARTICLE XX**

### **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.

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of County to enforce at any time the provisions of this Agreement, or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of County to enforce said provisions.

- 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 thirty (30) calendar days written notice by County without cause. If such prior termination is effected, County shall 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 Agreement 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.
  
- E. Transfer of Care: Prior to the termination or expiration of this Agreement and upon request by the County or State of California DHCS-DMH, the Contractor shall assist in the orderly transfer of beneficiaries' mental health care. In doing this, the Contractor shall make available to County or the State of California copies of medical records, patient files, and any other pertinent information, including information maintained by any subcontractor, necessary for efficient case management of beneficiaries, as determined by County. Costs of reproduction shall be borne by the County. In no circumstances shall a beneficiary be billed for this service.

**ARTICLE XXI**

**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  
MENAL HEALTH DIVISION  
934 SPRING STREET  
PLACERVILLE, CA 95667  
ATTN: ROBERT PRICE, M.D., MENTAL HEALTH MEDICAL DIRECTOR**

With a copy to:

**COUNTY OF EL DORADO  
PROCUREMENT & CONTRACTS UNIT  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: THERESA DALY, PURCHASING AGENT**

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

**MICHAEL LIN, M.D.**  
**8735 SEVILLE CIRCLE**  
**GRANITE BAY CA 95746**

or to such other location as the Contractor directs.

## **ARTICLE XXII**

### **Confidentiality and Information Security**

#### **A. Confidentiality and Information Security Provisions**

The Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI). Contractor shall comply with Exhibit D - Confidentiality and Information Security Provisions, attached hereto and incorporated by reference herein.

Nondisclosure: Contractor shall not use or disclose confidential, individually identifiable, or sensitive information other than as permitted or required by the Agreement and as required by law.

#### **B. Confidentiality of Data and Documents**

Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the County Contract Administrator. However, all public entities shall comply with California Public Records Act (Government Code Sections 6250 et seq.) and the Freedom of Information Act (Title 5 of the United States Code Section 552), as applicable.

Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasions except as otherwise provided in the Agreement or required by law.

Contractor shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this contract, or the County or State's actions on the same, except to County or State staff or Contractor's own personnel involved in the performance of this Contract, or as required by law.

If requested by County, Contractor shall require each of its employees or officers who shall be involved in the performance of this Agreement to agree to the above terms in a form to be approved by County and shall supply County with evidence thereof.

Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.



After any data or documents submitted have become a part of the public records of the County or the State of California, Contractor may at its own expense and upon written approval by the County Contract Administrator, publish or utilize the same data or documents but shall include the following Notice:

*LEGAL NOTICE*

*This report was prepared as an account of work sponsored by the Department of Mental Health (Department), but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.*

C. Provisions Relating to Data

“Data” as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

“Generated data” is that data, which Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.

“Deliverable data” is that data which under terms of this Agreement is required to be delivered to the County. Such data shall be property of the County.

Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the County of any such contemplated action; and County may within thirty (30) days of said notification determine whether or not this data shall be further preserved. The County shall pay the expense of further preserving this data. County shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.

Contractor shall use best efforts to identify and furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.

### **ARTICLE XXIII**

**Indemnity:** The Contractor shall defend, indemnify, and hold the County, its Officers, employees, agents, and representatives, or State of California or its officers or employees, harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys 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, State of California 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 Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County and the State of California harmless includes the duties to defend set forth in California Civil Code Section 2778.

**Hold Harmless and Waiver of Liability:** Contractor acknowledges that the services provided hereunder shall be provided to juveniles in the custody of the County accused of and/or adjudicated of committing a crime or crimes. Contractor acknowledges and accepts that there are inherent risks involved in providing services hereunder including but not limited to risk of physical or verbal assaults, personal injury, death or damage to the Contractor's person or property. Contractor expressly waives any and all claims, rights or causes of action against the County and releases and holds harmless the County from and against any such claims, rights or causes of action that Contractor, his/her assigns, heirs, distributes, next of kin, spouse or legal representative now have or may have in the future related in any way to the inherent risks of providing the services hereunder.

### **ARTICLE XXIV**

**Litigation:** The 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. The Contractor shall immediately notify the County 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 XXV**

**Debarment and Suspension Certification:** By signing this Agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations and Contractor further

certifies to the best of its knowledge and belief that it and its principals or affiliates or any sub-contractor utilized under the agreement:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above Paragraph B;
- D. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
- E. Shall not knowingly enter in to any lower tier or subrecipient covered transaction with any person(s) who are proposed for debarment under Federal regulations or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and
- F. Shall include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal and State Governments, County may immediately terminate this Agreement for cause or default.

The Contractor shall comply with the provisions of Title 2, CFR, Section 180 as implemented by Title 2 CFR Section 376, and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from Federal procurement or nonprocurement programs from having a relationship with the Contractor.

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## ARTICLE XXVI

### Insurance

- A. 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:
  1. Contractor has warranted and represented that he has no employees and shall not be required to obtain Workers' Compensation and Employers' Liability Insurance. Should during the term of this Agreement Contractor hire one or more employees who shall provide any services related to this Agreement he/she shall immediately obtain Full Workers' Compensation and Employer's Liability insurance and furnish County with certificate for same.
  2. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
  3. Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000 per occurrence.
- B. 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.
- C. The insurance shall be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- D. 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 the 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.
- E. 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 excess of the Contractor's insurance and shall not contribute with it.
- F. 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.

- G. 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.
- H. 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.
- I. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- J. 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.
- K. 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 the protection of the County.

#### **ARTICLE XXVII**

**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 XXVIII**

**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 XXIX**

**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 Agreement and shall 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 in the Agreement titled, "Default, Termination and Cancellation".

- A. **Gratuities and Contingency Fees:** The County, by written notice to the Contractor, may terminate the right of Contractor to proceed under this Agreement if it is found, after notice and hearing by the County or the State of California, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County or the State of California with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such contract.

In the event this Agreement is terminated as provided in the paragraph above, County shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (b) as a predetermined amount of liquidated damages, to exemplary damages in an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

The Contractor warrants by execution of this Agreement that no person or agency has been employed or retained by it to solicit or secure this Agreement upon a contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

- B. **Use of State Funds:** Contractor, including its officers and members, shall not use funds received pursuant to this Agreement to support or pay for costs or expenses related to the following:
  - 1. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
  - 2. Lobbying for either the passage or defeat of any legislation.

This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizen, as long as State funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

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- C. **Conflict of Interest Certification:** In accordance with State of California laws and State of California Departmental policy, no employees (including contractors) shall participate in incompatible activities, which are in conflict with their job duties. In addition, State law requires employees whose positions are designated in the State Conflict of Interest Code to file statements of economic interest.

In signing this Agreement, Contractor certifies that they have read and understand Government Code 19990 et seq.

**ARTICLE XXX**

**California Residency (Form 590):** All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor shall 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/Agreement exceeding \$1,500.00.

**ARTICLE XXXI**

**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 XXXII**

**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 County of El Dorado without possessing a County business license unless exempt under County Code Section 5.08.070.

**ARTICLE XXXIII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Robert Price, M.D., Mental Health Medical Director, or successor.

**ARTICLE XXXIV**

**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.

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**ARTICLE XXXV**

**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 shall continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXXVI**

**Force Majeure:** Neither the County, the State of California, nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: acts of God, interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, to complete performance under this Agreement.

**ARTICLE XXXVII**

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

**ARTICLE XXXVIII**

**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: Robert Price MD Dated: 5/22/2012  
Robert Price, M.D., Mental Health Medical Director  
Health and Human Services Agency

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: Daniel Nielson Dated: 5-22-2012  
Daniel Nielson, M.P.A., Director  
Health and Human Services Agency



IN WITNESS WHEREOF, the parties hereto have executed this Agreement #500-S1211 on the dates indicated below.

--COUNTY OF EL DORADO--

By: \_\_\_\_\_  
John R. Knight, Chair  
Board of Supervisors  
County


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

**ATTEST:**  
Theresa Daly  
Acting Clerk of the Board of Supervisors

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

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

-- CONTRACTOR --

By: \_\_\_\_\_  
  
Michael C. Lin, M.D.  
Contractor

Dated: 5/25/12

kgl/dao

Exhibit A

Expanded Psychiatry Services Authorization Form

**FAX to: (530) 622-1293 – Attn: Mental Health Medical Director**

Date: \_\_\_\_\_

Client Name: \_\_\_\_\_

Type of appointment:

- Child Evaluation
- Follow Up

Additional client interview time required:

- 15 minutes
- 30 minutes
- 45 minutes
- 60 minutes

Clinical justification for extended time for clinical interview:

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Provider signature: \_\_\_\_\_

- 
- Approved
  - Disapproved

Medical Director signature: \_\_\_\_\_

**FAX to: (530) 543 -6873 – Attn: Medical Office Assistant**

# ***El Dorado County***

## **Computer and Network Resource Usage Policies and Standards Guide**

### **Departmental IT Staff**



**Approved by the Board of Supervisors August 18, 2009**

i

This policy and standards document is subject to periodic revision.

V:\CNUG\CNUG Dept IT Approved by BOS 2009-08-19

## Exhibit B

### INTRODUCTION

This Computer and Network Resource Usage Policies and Standards Guide, for County Departmental IT Staff, has been created to assist El Dorado County employees in understanding their responsibilities when using or deploying County computers, printers, peripherals, software, and network resources. The Guide is intended to comply with Board Policy A-19.

Due to new regulatory requirements, this document has increased emphasis on security requirements. These requirements affect many departments using various applications or working with documents in protected classes, such as the Health Insurance Portability and Accountability Act (HIPAA), Personally Identifiable Information (PII), and Protected Health Information (PHI).

The following pages delve deeper into these new security requirements and their impact on you, and your respective departments.

Page 18, "Departmental Information Technology County User Agreement" must be signed by all County departmental IT staff indicating they have read and understand this entire document. The original signed document must be returned to the Information Technologies Department. Departments should retain a copy of this document for their records.

As this document may change, all IT departmental employees must re-sign the User Agreement once a year. It is suggested that this be done at the time of their annual evaluation.

# Exhibit B

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## Exhibit B

### DEPARTMENTAL INFORMATION TECHNOLOGY STANDARDS AND GUIDELINES

Department heads are responsible for ensuring all IT Administrators under their control have fully read and understand every aspect of this Computer and Network Resource Usage Policies and Standards Guide.

Department heads are also responsible for providing the appropriate computing tools for their County users to maximize the return on the technology investment and to provide them with adequate tools to complete their assigned tasks.

This document provides descriptions of "standards" for personal computer systems, servers and related systems, peripherals and software to be used throughout El Dorado County (County). Additionally, this document will be used to establish common security and computer usage guidelines for all County departments. The objective of these recommendations is to standardize computer configurations and software in El Dorado County. The goal is to recommend the best possible systems that meet County user requirements and at the same time maintain a reasonable total cost of ownership.

Together with these recommended systems are specified a standard set of productivity and communication client software tools. By implementing hardware and software standards, the County will enable its personnel to communicate and collaborate, and reduce support and training costs. It is recommended that no software be more than 2 versions behind the current offering from the applicable vendor.

The implementation of countywide technology standards ensures that the County will position itself to take advantage of the many benefits and protections that come with a standardization plan. Standards will also minimize total information technology costs.

***Deviations from these standards may occur based on specific departmental technical needs. Deviations must be reviewed and approved by the Director of Information Technologies or designee. IT decisions may be appealed to the IT Steering Committee.***

The benefits reflected in a countywide standards implementation are:

- Interchangeable data and formats utilized by all departments.
- Manageable and cost effective Countywide upgrades to operating systems, office applications, communications/emulation software, security/virus protection software, etc.
- Economies of scale utilized in purchasing, deployment, and support of the countywide information technology environment.
- Standardized training and general understanding of the operational aspects of standardized software and hardware.
- Countywide assurance of connectivity of workgroup environments such as electronic communication, calendar, e-meetings, etc.
- Countywide quality assurance of technology.

## Exhibit B

Information Technologies (I.T.) and El Dorado County department IT staff together will negotiate with vendors for the best price/performance value for the recommended hardware and software in this document. Support and training will be available in accordance with these recommended standards. To keep pace with technology, the hardware, software, software version levels, and specifications presented in this document will be reviewed and updated when appropriate or required.

### 1.1 Hardware and Software Standards and Guidelines

#### 1.1.1 Operating Systems (OS)

##### **Desktop Systems:**

Microsoft Windows XP Professional is the County's desktop operating system standard. This standard will optimize installation and support while maximizing flexibility and the ability to ensure compatibility of additional layers of connectivity and application software.



Discussions and evaluation regarding migration from Windows XP to later releases of Windows are continuing at this time.

##### **PC Server Systems or Network Operating Systems (NOS):**

Microsoft Windows is the County's standard server operating system, using Active Directory Services (ADS).

#### 1.1.2 Desktop Computers (Office Personal Computers) and Monitors

Computers manufactured by Dell Computer are the County's standard hardware platform. If assistance is needed in determining the hardware that is required by your software needs, please contact I. T.

During the installation of office suite applications, the installer should reference the intranet IT standards page for proper machine, and application naming conventions. These conventions would apply to first time setup of the applications.

Monitor configurations vary with the intended use. Non-standard monitors require approval of the department head and CAO's office. Specifications for standard configurations can be found at the website below

Specifications for Desktop computers and monitors can be found on the I.T. intranet website:

<http://edcnet/IT/PUBLIC/index.html>

#### 1.1.3 PC Laptop (Notebook) Computers

The current County standard for laptop (notebook) computers is Dell. All mobile computing equipment should be equipped with BIOS/Hard Drive password protection. Devices containing confidential or regulatory protected data shall use Pointsec hard drive and portable media encryption to provide maximum protection against un-authorized access to data contained on the device. All laptops shall be equipped with Computrace Plus to aid in the recovery of stolen or lost laptops.

Specifications for laptop computers can be found on the I.T. intranet website:

## Exhibit B

<http://edcnet/IT/PUBLIC/index.html>

### 1.1.4 Cellular Personal Digital Assistants (CPDA's) Specifications

While there are numerous vendors with many compatible products the specifications below represent the standard:

Physical Memory	64 MB minimum
Operating System	Windows 5.0 or greater/Blackberry Operating System 4.0 or greater
Connectivity Software	IBM Lotus Notes Traveler or Blackberry Enterprise Server

Existing Palm operating system based devices will be supported through their end of life and then will no longer be supported.

If assistance is needed in determining the appropriate CPDA that is required by your software needs, please contact I. T.

### 1.1.5 Printers

Standard County printers include Hewlett Packard, Dell and Xerox. The use of desktop printers is limited to staff printing confidential information, primarily personnel related. All departments should strategically place workgroup or enterprise printers as applicable to serve your printing needs. Supported printers shall include ink jet (limited use and deployment), laser and dry ink technology based devices. Devices may include single purpose printers or multifunction devices.

I.T. assists departments in determining their exact needs and must be notified prior to connecting network printers to the WAN. Printer standards may be found on the I.T. intranet website:

<http://edcnet/IT/PUBLIC/index.html>

The County has a maintenance contract with an outside vendor. Problems with printers should be reported to I.T. on a trouble ticket and I.T. will coordinate the maintenance with the vendor.

### 1.1.6 Network Server Specifications

Servers need higher CPU and I/O performance and reliability than that of their associated client desktops. The server must incorporate features that allow it to support the environment for its intended use. It may be used as a database server, an application server, or as a file and print server. Uses may be specific for a departmental application, or may be for general departmental or countywide use.

Standard server configurations must include the following depending on their use:

- Windows 2003 Server. Further discussion and evaluation is required before migration to Windows Server 2008 can be recommended.
- Microsoft IIS version 6 is the current County web server standard. Testing and certification of IIS version 7 is underway with implementation started after the new system has been tested and approved by the I.T. department.



## Exhibit B

- Minimum 3 years on parts and labor, onsite, same business day, 3 years of 24X7 hour response on mission-critical servers.

### 1.1.6.1 General Server Configuration Specifications

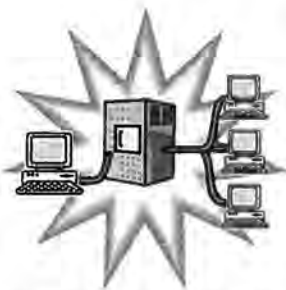
Server specifications can vary greatly depending upon the application being run. Departments should always consult I.T. for assistance with server specifications. General specifications can be found on the I.T. intranet website:

<http://edcnet/IT/PUBLIC/index.html>

### 1.1.7 Disposal of Surplus Computing Equipment

Prior to being surplus computers must have data permanently and thoroughly destroyed. Methods similar to those of the Department of Defense formatting process should be performed on hard drives or other permanent data storage devices. This process typically consists of seven (7) passes alternating writes with 0 and 1 bits. Hard Drives and all forms of media may also be shredded by a certified destruction firm. Contact the I.T. department for further information.

Normal surplus procedures defined by Procurement & Contracts must be used to dispose of surplus County property.



## 1.2 Network Infrastructure, Server And Network Administration Standards And Guidelines

County offices and computers are connected to networked resources through a Wide Area Network (WAN). The I.T. department administers the wide area network (WAN) and the vast majority of networked resources attached to the County's WAN. Effective implementation of these standards and guidelines will minimize unauthorized access to County proprietary information and technology and ensure reliable delivery of networked resources. Many factors must be considered prior to the introduction of any application, network device or server to the WAN.

### 1.2.1 Ownership and Responsibilities

The majority of all file and print, application, electronic communication, Internet and intranet web, enterprise servers deployed in the County are administered by I.T.

The County's business information, telephone, network, computer and software resources, peripherals and supplies are County property and are intended to be used to conduct County business.

All data created or received on the County's computer systems remains the property of El Dorado County. There is no reasonable expectation of privacy regarding the confidentiality of information stored on any computer, CPDA, terminal or network device belonging to El Dorado County, whether related to County business or to personal use.

It is the responsibility of the departmental IT staff to safeguard confidential information from unauthorized disclosure or use. They must take all reasonable precautions to ensure privacy is maintained under the law, when exposed to confidential information, including but

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not limited to voice, electronic (disk file, diskette, CD ROM, DVD, magnetic tape, electronic communication, etc.), paper, photographs, and microfiche.

Access to another County User's data must not be granted without written or electronic communication authorization from the appropriate department head or designee. All electronically stored data remains the property of El Dorado County; intentional destruction of this property is prohibited.

The I. T. department must authorize the connection of devices other than County owned desktop or laptop computers prior to insertion into the WAN or the joining of any server to the Microsoft Active Directory environment. Configuration changes for production servers must follow appropriate change management procedures as established by the I. T. department.

### 1.2.2 General Guidelines

- Services and applications that will that are no longer in use must be disabled.
- Access to services should be logged and/or protected through access-control methods.
- All servers and computing equipment must have the latest approved patches, service packs and antivirus software installed on the system prior to placing the equipment into production.
- Departmental IT server administration staff should always use standard security principles of least-required-access to perform a function.
- Servers should be physically located in a secure and access-controlled environment.
- Servers are specifically prohibited from operating from unsecured or uncontrolled cubicle areas.
- I.T. server administrators maintain the root of the ADS environment.
- Departmental network administrators may be delegated administrative access and rights to their departmental domains. I.T. shall establish the level of administrative access granted to departmental IT staff based on need. Administrators are strictly forbidden from browsing or otherwise accessing the files of County users without authorization from the Human Resources department and/or the respective department head.

### 1.2.3 Monitoring

All security-related events on critical or sensitive systems must be logged and audit trails saved **at a minimum**, as follows:

- All security related logs must be kept online for a minimum of 1 week.
- Daily incremental tape backups of logs must be retained for at least 1 month.
- Weekly full tape backups of logs must be retained for at least 1 month.

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Security-related events will be reported to I. T. department, who will review logs and report incidents to IT management. Corrective measures will be prescribed as needed. Security-related events include, but are not limited to:

- Port-scan attacks.
- Evidence of unauthorized access to privileged accounts.
- Anomalous occurrences that are not related to specific applications on the host.

### **1.2.4 Server Account Deletions**

Upon notification by Human Resource (HR) or a department head (or designee) that a County user is confirmed to have permanently left County service, the accounts administered by I.T. (network and email) will be frozen or deleted. The data files will be moved to "obsolete status". Files placed in "obsolete status" are retained for 60 days and then deleted. Departments may request an extension to file retention after approval from HR. The request should be sent from HR to the I.T. department prior to the 60 day standard. Upon acceptance, I.T. will retain the files an additional 30 days.

### **1.2.5 Compliance**

Audits of Network Infrastructure, Server and Network Administration Standards and Guidelines will be performed on a regular basis by authorized I.T. personnel. Out of compliance findings will be reported to the I.T. Director and to the affected department head.

### **1.2.6 Forensics**

All requests for employee email and/or Internet monitoring will be made according to these procedures:

- (1) Department head or authorized management shall request employee email or Internet monitoring via memo or email to HR;
- (2) Requests approved by HR shall be forwarded to the Director / Assistant Director of I.T.;
- (3) Director / Assistant Director of I.T. shall forward the request for monitoring to the Manager – Technical Support/Security Officer, who, with a designated network security analyst, will initiate the authorized monitoring, compile and analyze all findings;
- (4) The Manager – Technical Support/Security Officer shall report the results to HR for appropriate action in conjunction with the requesting department.

I.T. shall remain neutral regarding County employee's use of email and Internet services. Monitoring of specific activities shall be strictly limited to authorized departmental requests. I.T. staff shall make no independent queries into employee email or internet usage; however, secondary inappropriate internet use discovered during the course of authorized monitoring shall be reported to the Director / Assistant Director of I.T. and HR for appropriate action.

Due to the confidential nature of information contained on the appliance the device console shall remain locked at all times except during authorized use. County computers used to

## Exhibit B

access the appliance via the County network shall remain locked whenever the network security administrator(s) are away from their computers. Network access to the appliance and administrator rights for the installation of remote access software used to access the appliance shall be restricted to a designated network security analyst's computers. Investigatory work performed on network access computers shall be performed in a secure manner, out of public view, and from a visually secure location.

Failure on the part of the administrators to follow and adhere to these policies and procedures or to misuse their administrative access for unauthorized logging and/or monitoring internet usage could result in disciplinary action up to and including termination of employment.

### 1.3 Network Addressing Standards

#### 1.3.1 Background

**TCP/IP** will be the County standard network communication protocol. All devices in the County Intranet shall be addressed in accordance with best practices specified in Request for Comment 1918 (RFC1918, address allocation for private networks).



Each location will have its own subnet. In larger County locations and facilities, addressing might also follow wiring and switching topology documented in the County network diagram.

All addressing will be established and controlled by I.T. staff to ensure countywide security and adherence to address inventory, to avoid address conflicts, and prevent potential destruction of the respective network. Within each subnet, conventions will be established assigning static ranges of addresses to printers, servers, Dynamic Host Configuration Protocol (DHCP), secure terminals, switches, hubs, etc.

All computers, laptops, servers, printers or other devices that will be connected to the County's Wide Area Network (WAN) must use TCP/IP addresses supplied by the I. T. department via DHCP or static addresses. The I. T. department administers all devices serving TCP/IP addresses on the County WAN. All Domain Name System (DNS) services, which is a hierarchical naming system for computers, services, or any resource participating on the network, will be provided and managed by I.T.

Computers accessing outside services via modems or wireless connections to a foreign network may not be simultaneously attached to the County's Wide Area Network. To provide access to the County's Wide Area Network, Virtual Private Network (VPN) connections to the County network through the public Internet can be granted by contacting the I.T.

I.T. must be notified prior to installing any network-attached device on the El Dorado Countywide Area Network, especially when new PCs or servers are removed from any domain or tree. This notification requirement will allow I. T. to prepare properly for the introduction of new equipment to the respective environment and plan to respond rapidly to potential problems within the network caused by the introduction of new or moved network attached devices. All networked devices shall have a County issued Gold Asset tag affixed to them. This tag and its respective number are used in conjunction with departmental initials to identify the device on the network.

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### 1.3.2 Network Naming Conventions

The following server and PC "naming convention standards" shall be used to ensure network stability, increased support capabilities, and enhanced diagnostic abilities within the IT Technical and Network support groups:

- Server authentication shall use first name, last name.  
Computer names shall be based on the departmental initials and the devices asset tag.
- Servers shall be named using the department initials followed by descriptor initials denoting the devices level of service. For example a file and print server in the I.T. department would receive the network name ITFS1, ITFS2 etc., dependent upon the number of files and printer servers. Application servers shall receive names based on departmental initials followed by AS1, AS2, etc.

Contact the I.T. department with any questions regarding naming conventions.

### 1.3.3 Machine Identification, Workgroup Names

Computer names shall be based on departmental initials and asset tag number. Contact the I.T. department with any questions regarding desktop or laptop naming conventions.



## 1.4 Applications Standards and Guidelines

### 1.4.1 Applications

**Desktop:** Microsoft Office Professional 2003 Suite is the County's standard office productivity tool. This "suite" includes Word, Excel, PowerPoint, Publisher, and Access.

**Mainframe Access:** TN3270+, produced by SDI, is the County's standard emulation software.

**Anti-Virus:** The County's anti-virus, firewall and malware protection software standard is McAfee for desktop computers, laptops, wireless and standard personal digital assistants and servers. Anti-virus software will be continuously updated to ensure that we have the most up-to-date protection available.

**Email/Calendaring:** Lotus Notes 8 is the County's standard email, instant messaging and calendaring application.

**Web Browser:** Microsoft Internet Explorer 7 is the County's current standard Internet Browser.

**Imaging:** The County's standard imaging system is EMC's Application Extender.

**Voice Recognition:** Dragon Naturally Speaking is the County's standard voice recognition software.

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### 1.4.2 Application Development

As the number of and demand for applications, web and otherwise, continue to rise at the County, the ability to maintain a stable production environment becomes increasingly difficult. In order for I.T. to be able to meet the business requirements of the County, as well as to minimize the likelihood and impact of errors in the production environment, a standard set of application development tools and guidelines is needed.

This section discusses those tools and guidelines specific to multiple tier application development, which includes:

- Web Apps multi-tier applications delivering a browser based User Interface which extends beyond the user presentation and navigation layer.
- Windows Apps: multi-tier applications delivering MS Windows based User Interface.

As the County's infrastructure changes so will these tools and guidelines. Questions concerning this information should be directed to I.T.

#### 1.4.2.1 Application Development Planning and Review

All plans and proposals by County departments for application development must be submitted to I.T. for formal review prior to the initiation of any development related activities.

I.T. will complete the review in a timely manner, within a time frame commensurate with the size and scope of the request. Within 3 days of receipt of the request I.T. will notify the requestor of the estimated date of completion of the review. Unanticipated delays in the review will be promptly reported to the requestor.

As defined in Board of Supervisors Policy A-10, Information Technologies Steering Committee and Acquisition Procedures, I.T. shall refer all requests involving enterprise (multi-department) applications and/or new systems development projects exceeding \$10,000 to the ITSC.

Departments who are currently utilizing or may be looking at procuring applications developed outside the County should also review and adhere to Board of Supervisors Policy A-10.

#### 1.4.2.2 Role of Departments in Application Development

Some County departments have staff whose primary role within their department is to provide IT support and services to their organization. They possess IT skills and knowledge that exceed those of the average user base. The model that would be most beneficial for the County as a whole would be one that establishes this group as a partner with I.T. in the development process.

The role of these development partners would be to supplement IT development in order to meet the growing demand for applications at El Dorado County. If IT resources are not available to meet the required schedule for development of a new application, then the development could be performed by a department partner instead.

Departmental development of applications must be conducted in a true partnering relationship with IT. This would entail IT involvement from the beginning of the development cycle in the form of preliminary and initial consulting. IT will fill an advisory

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and facilitating role throughout the development process. The application should be submitted for review and final approval by IT before it is moved to a production environment.

### 1.4.3 Data Environment

In the County's current environment the primary data source for non-legacy systems has been Microsoft Access. Access is a single-user, desktop based office productivity tool. It is not designed, nor is it meant to serve as the data store for enterprise applications—be they web-based or otherwise.

In order to position I.T. to be able to deliver high performance, highly scalable solutions, MS SQL (structured query language) has been adopted as the County's enterprise relational database.

At this writing policies and guidelines are being developed. Those planning to develop with MS SQL should contact County I.T. for the latest policies and guidelines governing its use.

#### 1.4.3.1 Access to Legacy Systems/Data

Access to legacy systems/data is an issue of considerable magnitude related to application development, considering the fact that the majority of the County's business data is stored in legacy systems (i.e., FAMIS, ADPICS, HR/PR, Property, LMIS). This makes the use of such data in applications a tricky and indirect process.

The legacy system platform consists of one IBM z9 (Business Class) server, with attached IBM storage, running z/OS, CICS/TS, COBOL, M204, DB2, VSAM, and other operating system software necessary to support the platform.

As a result, development of any application accessing or updating legacy systems/data is restricted to County I.T., unless the department has historically been responsible for legacy systems/data support.

### 1.4.4 Tool Set

The selection of a standard tool set for use in application development must be compatible with pre defined standards which already exist at lower levels in County IT architecture, such as desktop and server operating system, web server platforms and networking infrastructure. Applications, whether they are web-based or otherwise, run at the highest layer of the OSI model and thus directly depend upon the technologies utilized at the lower layers to function and perform adequately.

Since the current County standards for the processes running at these sub layers are primarily Microsoft products, I.T. has selected the MS Visual Studio toolset as the County's standard development environment (IDE).

In addition, the Adobe suite of products, primarily Dreamweaver and Acrobat Pro, are the County's standard web presentation and forms development tools.

Applications developed using tools or technologies different from those contained in this tool set, which have not received prior approval, may not be supported, maintained or enhanced by I.T.

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### 1.4.4.1 Reporting Tools

Crystal and SQL Reporting Services (SRS) are the County's standard reporting tools. These toolsets will be periodically re-evaluated as emerging technologies mature.

### 1.4.5 Web Presentation and Accessibility Standards

The Board of Supervisors has expressed a strong desire for the County to maintain a single website.

Board policy A 22, County Website Policy, states in part:

*"It is very important for the County to maintain one identity on the Internet, so that citizens know that the information they are receiving is official information from El Dorado County. Web pages created by County departments should comply with graphical and navigational standards to maintain a consistent look and feel to the entirety of the County's web presence".*

El Dorado County has a complex environment for web management. The complexity derives from a variety of services, a multitude of audience types and distributed web management responsibility.

This complexity presents a number of challenges for site users and site managers. Two primary challenges are:

- Determining the level of consistency required across the County's website for usability and accessibility.
- Balancing the need for line of business, campaign, and/or department branding needs with County branding needs.

The County's set of presentation standards will address the above challenges.

Due to the pending implementation of a County content management system (CMS) and the redesign of the County's website, the current web presentation standards are being revised.

Until the new presentation standards are developed, staff currently responsible for departmental website support should contact County I.T. for the latest standards and guidelines.



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### **Departmental Information Technology County User Agreement (All County IT Positions)**

#### **El Dorado County Information Technologies Security & Standards Policy Departmental IT Staff Acknowledgement**

I have read and fully understand the El Dorado County "Computer and Network Resource Usage Policies and Standards Guide". I understand as a departmental Information Technology staff member, contractor, sub-contractor or governmental affiliate who may use the El Dorado County's networked resources that I must fully comply with the terms and conditions of this policy. I also agree to remain informed of and comply with future revisions to this policy.

Departmental Information Technology Administrators of the County's network and attached devices may have access to and responsibility for sensitive resources that are connected within the County network. To assure security throughout the entire County network, it is critical that all administrators actively support and fully comply with the measures described in the El Dorado County "Computer and Network Resource Usage Policies and Standards Guide". Failure to comply can place the entire County network at serious risk; and administrators who fail to comply will be subject to disciplinary action. Department heads are responsible for ensuring all Administrators under their control have fully read and understand every aspect of this Standards and Policies document.

Department heads, and all County IT staff shall at all times act in accordance with all applicable laws and County policies, rules or procedures. No County user shall use the Information Technology systems in an improper, inappropriate or unauthorized manner as defined in the "Computer and Network Resource Usage Policies and Standards Guide" document and/or revisions thereof.

#### **Information Technology County User:**

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**This original signed and executed document shall be returned to the Information Technologies department. This document will be signed annually and a copy shall be retained in department, district or agency files.**



## Exhibit C

### COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

<b>Subject:</b>  TRAVEL	<b>Policy Number</b> D - 1	<b>Page Number:</b> Page 1 of 13
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 10/20/2009

#### BACKGROUND:

This policy applies to County officers and employees as well as members of boards and commissions required to travel in or out of county for the conduct of County business. This policy also provides for expenses of public employees from other jurisdictions when specifically referenced in policy provisions set forth below.

For ease of reference, the Travel Policy is presented in the following sections:

1. General Policy
2. Approvals Required
3. Travel Participants and Number
4. Mode of Transport
5. Reimbursement Rates
  - a. Maximum Rate Policy
  - b. Private Auto
  - c. Meals
  - d. Lodging
  - e. Other
6. Advance Payments
7. Compliance – Responsibility of Claimant
8. Procedures



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BOARD OF SUPERVISORS POLICY

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> D - 1	<b>Page Number:</b> Page 2 of 13
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POLICY:

1. General Policy
  - a. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.
  - b. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use. "Actual and necessary expenses" do not include alcoholic beverages.
  - c. Travel arrangements should be as economical as practical considering the travel purpose, traveler, time frame available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
  - d. Employees must obtain prior authorization for travel, i.e., obtain approvals before incurring costs and before commencing travel.
  - e. Receipts are required for reimbursement of lodging costs, registration fees, public transportation and for other expenses as specified, or as may be required by the County Auditor-Controller.



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BOARD OF SUPERVISORS POLICY**

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- f. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor and Chief Administrative Office.
- g. The Chief Administrative Officer may, at his or her sole discretion, authorize an exception to requirements set forth in this Travel policy, based on extenuating circumstances presented by the appropriate, responsible department head. Any exception granted by the Chief Administrative Office is to be applied on a case-by-case basis and does not set precedent for future policy unless it has been formally adopted by the Board of Supervisors.

**2. Approvals Required**

- a. Department head approval is required for all travel except by members of the County Board of Supervisors. Department heads may delegate approval authority when such specific delegation is approved by the Chief Administrative Officer. However, it is the expectation of the Chief Administrative Officer that department heads take responsibility for review and approval of travel.
- b. Chief Administrative Office approval is required when travel involves any of the following:
  - (1) Transportation by common carrier (except BART), e.g., air, train, bus.
  - (2) Car rental.



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

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- (3) Out-of-county overnight travel.
- (4) Members of boards or commissions, or non-county personnel.
- (5) Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.

c. It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether or not exceptional costs will be reimbursed.

3. Travel Participants and Number

- a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.
- b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.
- c. If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.



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BOARD OF SUPERVISORS POLICY

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d. Non-County personnel travel expenses are not normally provided for since only costs incurred by and for county officers and employees on county business are reimbursable. However, reimbursement is allowable for county officers (elected officials and appointed department heads) and employees who have incurred expenses for non-county staff in the following circumstances.

- (1) Meals for persons participating on a Human Resources interview panel when deemed appropriate by the Director of Human Resources.
- (2) Conferences between County officials and consultants, experts, and public officials other than officers of El Dorado County, which are for the purpose of discussing important issues related to County business and policies.
- (3) Transportation expenses for a group of County officers and employees and their consultants, and experts on a field trip to gain information necessary to the conduct of County business.
- (4) Lodging expenses for non-county personnel are NOT reimbursable except when special circumstances are noted and approved in advance by the Chief Administrative Office. Otherwise, such expenses must be part of a service contract in order to be paid.

4. Mode of Transport

- a. Transportation shall be by the least expensive and/or most reasonable means available.



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

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- b. Private auto reimbursement may be authorized by the department head for county business travel within county and out of county. Reimbursement shall not be authorized for commuting to and from the employee's residence and the employee's main assigned work site, unless required by an executed Memorandum of Understanding between the County and a representing labor organization, or one-time, special circumstances approved by a department head.
- c. Out of county travel by county vehicle or private vehicle may be authorized if the final destination of the trip does not exceed a four (4) hour driving distance from the County offices. Any exception to this policy must receive prior approval from the Chief Administrative Officer. If air travel would be more economical, but the employee prefers to drive even though travel by car would not be in the County's best interest, the County will reimburse transportation equal to the air travel; transportation costs over and above that amount, as well as any extra days of lodging and meals, etc., will be considered a personal, not reimbursable cost of the traveler.
- d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.
  - (1) Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head



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and Chief Administrative Officer. Justification for the use of the rental car must accompany that request. Rental car costs will not be reimbursed without prior authorization except in the case of emergencies. Exceptions may be granted at the sole discretion of the Chief Administrative Officer or designated CAO staff.

**5. Reimbursement Rates**

- a. a. Maximum rates for reimbursement may not be exceeded unless due to special circumstances documented by the department head and approved by the Chief Administrative Officer. The amount of any reimbursement above the maximum shall be at the sole discretion of the Chief Administrative Officer.

b. Private Auto

Travel by private auto in the performance of "official County business" shall be reimbursed at the Federal rate as determined by the Internal Revenue Service.

Mileage for travel shall be computed from the employee's designated work place. If travel begins from the employee's residence, mileage shall be calculated from the residence or work place, whichever is less. (For example, an employee who lives in Cameron Park and drives to a meeting in Sacramento, leaving from the residence will be paid for mileage from the residence to Sacramento and back to the residence.)

The mileage reimbursement rate represents full reimbursement, excluding snow chain installation and removal fee, for expenses incurred by a County





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officer or employee (e.g., fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the course of service to El Dorado County.

**c. Meals**

Actual meal expenses, within maximum allowable rates set forth below, may be reimbursed routinely out-of-county travel, and for in-county overnight travel. Meals will not be provided for in-county travel or meetings which do not involve overnight lodging, unless special circumstances are involved such as the following:

- (1) When meals are approved as part of a program for special training sessions, conferences, and workshops;
- (2) When employees traveling from the western slope of the county to Lake Tahoe and vice-versa are required to spend the entire work day at that location;
- (3) When the Director of Human Resources deems it appropriate to provide meals to a Human Resources interview panel;
- (4) When Senior Managers and/or Executives of El Dorado County or the El Dorado County Water Agency meet with executives of other governmental agencies, community organizations, or private companies in a breakfast, lunch or dinner setting in order to conduct County business. While such meetings are discouraged unless absolutely necessary to the efficient conduct of County or Water Agency business, such expenses for County managers require approval by the Chief Administrative Officer.



COUNTY OF EL DORADO, CALIFORNIA  
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Actual costs of meals may be reimbursed up to a total of \$40 per day without regard to how much is spent on individual meals (e.g., breakfast, lunch, dinner, snacks), and without receipts. If an employee is on travel status for less than a full day, costs may be reimbursed for individual meals within the rates shown below.

Breakfasts may be reimbursed only if an employee's travel consists of at least 2 hours in duration before an employee's regular work hours. Dinner may be reimbursed if travel consists of at least 2 hours in duration after an employee's regular work hours.

**Maximum Allowable Meal Reimbursement**

Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$20.00
Total for full day	\$40.00/day

d. Lodging

- (1) Lodging within county may be authorized by a department head if assigned activities require an employee to spend one or more nights in an area of the county which is distant from their place of residence (e.g., western slope employee assigned to 2-day activity in South Lake Tahoe).
- (2) Lodging may be reimbursed up to \$125 per night, plus tax, single occupancy. The Chief Administrative Office may approve extraordinary costs above these limits on a case by case basis when



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the responsible department head and Chief Administrative Office determine that higher cost is unavoidable, or is in the best interest of the County.

- (3) Single rates shall prevail except when the room is occupied by more than one County employee. However, nothing in this policy shall be construed to require employees to share sleeping accommodations while traveling on County business. In all travel, employees are expected to secure overnight accommodations as economically as possible and practical.
- (4) Lodging arrangements should be made, whenever possible and practicable, at hotels/motels which offer a government discount, will waive charges to counties for Transient Occupancy Tax, or at which the County has established an account. When staying at such a facility, the name of the employee and the department must appear on the receipt of the hotel/motel bill.

**e. Other Expenses**

All other reasonable and necessary expenses (i.e., parking, shuttle, taxi, etc.) will be reimbursed at cost if a receipt is submitted with the claim.

Receipts are required except for those charges where receipts are not customarily issued, for example, bridge tolls and snow chain installation and removal fees. When specific cost guidelines are not provided by the county, reasonableness of the expense shall be considered by the



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department head and Chief Administrative Officer before deciding whether to approve.

Reasonable costs for snow chain installation and removal may be claimed and reimbursed. The purchase cost of snow chains would not be an allowable charge against the county.

**6. Advance Payments**

The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%), but no less than \$50.00. The "out of pocket" expenses may include meals, taxi and public transportation, lodging, parking, and pre-registration costs.

**7. Compliance - Claimant Responsibility**

It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel and expense claims. Any form completed improperly or procedure not followed may result in the return of a claim without reimbursement.

**8. Procedures:**

- a. Authorization to incur expenses must be obtained as set forth in this County policy, and as may be directed by the department.
- b. Requests for advance funds for anticipated travel expenses itemized on the Travel Authorization Request form are obtained by indicating this need on that form prior to processing the request.



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- c. Forms which require Chief Administrative Office approval should be submitted to the Chief Administrative Office, after department head approval, at least 7 to 10 days prior to travel to allow time for processing through County Administration and Auditor's Department.
- d. Cancellation of travel, requires that any advanced funds be returned to the Auditor Controller's office within five (5) working days of the scheduled departure date. If the advance is not returned within this time frame, the employee could jeopardize their standing to receive advances in the future.
- e. Travel Claims are due to the Auditor within 30 days after completion of travel. Personal Mileage and Expense Claims are due to the Auditor within 15 days after the end of each calendar month. The due date may be extended if deemed appropriate by the County Auditor. Claims must itemize expenses as indicated on claim forms, and must be processed with receipts attached.
- f. Reimbursements will be provided expeditiously by the County Auditor upon receipt of properly completed claim forms. The Auditor's Office shall promptly review claims to determine completeness, and if found incomplete, will return the request to the claimant noting the areas of deficiency.
- g. Personal Mileage and Expense Claim forms should be completed for each calendar month, one month per claim form. These monthly claims are due to the Auditor within 15 days following the month end; however, the deadline may be extended if deemed appropriate by the County Auditor. If monthly amounts to be claimed are too small to warrant processing at the



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end of a month (i.e., if cost of processing would exceed the amount being claimed), the claims for an individual may be accumulated and processed in a batch when a reasonable claim amount has accrued. In any event, such claims shall be made and submitted to the County Auditor for accounting and payment within the same fiscal year as the expense was incurred.

**h. Expense Claim Form**

For the purpose of travel and meeting expenses, the claim form is to be used for payments to vendors. The employee must obtain Department Head approval and submit the claim to the Auditor's Office within sixty (60) days of the incurred expense.

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Agreement #500-S1211

CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS.

- A. The CONTRACTOR shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 d et seq. of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, CFR, Parts 142, 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).
- B. Permitted Uses and Disclosures of IIHI by the CONTRACTOR.
- i) *Permitted Uses and Disclosures.* Except as otherwise provided in this Agreement, the CONTRACTOR may use or disclose IIHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate Federal or State laws or regulations.
- ii) *Specific Uses and Disclosures Provisions.* Except as otherwise indicated in the Agreement, the CONTRACTOR may:
- (1) Use and disclose IIHI for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR, provided that such use and disclosures are permitted by law.
- (2) Use IIHI to provide data aggregation services to COUNTY or State. Data aggregation means the combining of IIHI created or received by the CONTRACTOR for the purposes of this contract with IIHI received by the CONTRACTOR in its capacity as the CONTRACTOR of another HIPAA covered entity, to permit data analyses that relate to the health care operations of COUNTY and State.
- C. *Safeguards.* CONTRACTOR shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the CONTRACTOR's operations and the nature and scope of its activities. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the IIHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of IIHI other than as provided for by this Agreement. The CONTRACTOR shall provide COUNTY or State with information concerning such safeguards as COUNTY or State may reasonably request from time to time.

The CONTRACTOR shall implement administrative, technical, and physical safeguards to ensure the security of COUNTY or State information on portable electronic media (e.g., floppy disks and CD-Rom) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented shall include, but are not limited to, role based access, computer

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passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

D. The CONTRACTOR shall implement appropriate authentication methods to ensure information system access to confidential, personal (e.g., IIHI) or sensitive data is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), the CONTRACTOR shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy. The CONTRACTOR shall:

- i) Implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
  - (1) Network-based firewall and/or personal firewall
  - (2) Continuously updated anti-virus software
  - (3) Patch-management process including installation of all operating system/software vendor security patches
- ii) Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on computing devices (including, but not limited to, desktop computers, laptop computers and PDAs) with a solution that uses proven industry standard algorithms.
- iii) Prior to disposal, sanitize all COUNTY and State confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.

The CONTRACTOR shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

- E. Mitigation of Harmful Effects. CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by CONTRACTOR or its subcontractors in violation of the requirements of this Agreement.
- F. Reporting of Improper Disclosures. CONTRACTOR shall report to COUNTY and State within twenty-four (24) hours during a work week, of discovery by CONTRACTOR that PHI has been used or disclosed other than as provided for by this Agreement.



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- G. Agents and Subcontractors of the CONTRACTOR. CONTRACTOR shall ensure that any agent, including a subcontractor to which the CONTRACTOR provides PHI received from, or created or received by the CONTRACTOR on behalf of COUNTY or State, shall comply with the same restrictions and conditions that apply through this Agreement to the CONTRACTOR with respect to such information.
- H. Internal Practices. CONTRACTOR shall make CONTRACTOR's internal practices, books and records relating to the use and disclosure of PHI received from COUNTY or State, or created or received by the CONTRACTOR on behalf of COUNTY or State, available to the COUNTY or State, or to the Secretary of the U.S. Department of Health and Human Services, in a time and manner designated by COUNTY or State or by the Secretary, for purposes of determining the COUNTY or State or CONTRACTOR's compliance with the HIPAA regulations.
- I. Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, CONTRACTOR shall notify the COUNTY and State immediately upon discovery of any breach of Medi-Cal IHI and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the COUNTY and State Information Security Officer, within two (2) business days of discovery, at (530) 621-5565 or (916) 651-6776 respectively. CONTRACTOR shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. CONTRACTOR shall investigate such breach and provide a written report of the investigation to the COUNTY and State Information Security Officers, postmarked within thirty (30) working days of the discovery of the breach to the addresses below:

Information Security Officer Risk Management Department County of El Dorado  330 Fair Lane Placerville, CA 95667
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Information Security Officer Office of HIPAA Compliance California Department of Mental Health 1600 9 <sup>th</sup> Street, Room 102 Sacramento, CA 95814
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- J. Employee Training and Discipline: CONTRACTOR shall train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities on behalf of the COUNTY or State under this Agreement and use or disclosure of IHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.
- K. Effect of Termination. Upon termination or expiration of this Agreement for any reason, CONTRACTOR shall return or destroy all IHI received from COUNTY or State (or created or received by CONTRACTOR on behalf of COUNTY or State) that CONTRACTOR still maintains in any form, and shall retain no copies of such IHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IHI to those purposes that make the return or destruction of such IHI infeasible. This provision shall apply to IHI that is in the possession of subcontractors or agents of the CONTRACTOR.

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2. MISCELLANEOUS PROVISIONS.

- A) Disclaimer. The COUNTY and State make no warranty or representation that compliance by CONTRACTOR with this Agreement, HIPAA or the HIPAA regulations shall be adequate or satisfactory for CONTRACTOR's own purposes or that any information in the CONTRACTOR's possession or control, or transmitted or received by the CONTRACTOR, is or shall be secure from unauthorized use or disclosure. CONTRACTOR is solely responsible for all decisions made by CONTRACTOR regarding the safeguarding of IIHI.
- B) Assistance in Litigation or Administrative Proceedings. CONTRACTOR shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting CONTRACTOR in the performance of its obligations under this Agreement, available to COUNTY or State at no cost to the COUNTY or State to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the COUNTY or State, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the CONTRACTOR and/or its subcontractor, employee, or agent, except where CONTRACTOR or its subcontractor, employee, or agent is a named adverse party.
- i) No Third-Party Beneficiaries. Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the COUNTY or State or CONTRACTOR and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.
- ii) Interpretation. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- iii) Regulatory References. A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.
- iv) Survival. The respective rights and obligations of CONTRACTOR under Section 6.C of this Agreement shall survive the termination or expiration of this Agreement.
- C) Violations reported to U.S. Department of Health and Human Services. Upon the COUNTY or State's knowledge of a material breach of this Agreement by CONTRACTOR that has not been cured or for which termination of the Agreement is not feasible, the State Information Security Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services.
- D) Judicial or Administrative Proceedings. The COUNTY may terminate this Agreement, effective immediately, if (i) CONTRACTOR is found guilty in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation that the CONTRACTOR has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws is made in an administrative or civil proceeding in which the CONTRACTOR is a party.