

AGREEMENT FOR SERVICES #583-S1211
The Denise Thompson Home

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 Denise Thompson dba The Denise Thompson Home, duly qualified to conduct business in the State of California, whose principal place of business is 6840 Oak Lane, Placerville, CA 95667 (hereinafter referred to as Contractor);

RECITALS

WHEREAS, County has determined that it is necessary to obtain a contractor to provide Residential Treatment Services for adults identified as eligible for Full Service Partnership services, with serious mental illness (hereinafter referred to as "clients") in licensed community care facilities on an "as requested" basis for the Health and Human Services Agency, Mental Health Division; and

WHEREAS, Residential Treatment Services is defined as services to augment basic living and care services for clients in licensed community care facilities as defined in Section 1502 of the Health and Safety Code; and

WHEREAS, Residential Treatment Services shall include, but are not limited to, supportive, supervisory and rehabilitative services as defined in the client's Individual Services and Supports Plan (hereinafter referred to as "ISSP") and are provided in addition to the basic care and supervision required by licensed facilities; and

WHEREAS, Residential Treatment Care Services are intended to facilitate the movement of clients from a restricted environment to independent living in the community; 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 (hereinafter any reference to State shall mean the State of California unless otherwise specified) and local laws; and

WHEREAS, County has determined that the provision of 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 agrees to furnish the facility, personnel, services and equipment necessary to provide residential treatment services for clients on an "as requested" basis for the Health and Human Services Agency (HHS), Mental Health Division. Contractor agrees to comply with all applicable Federal and State laws and regulations required of the licensed facility and program.

Contractor shall provide 24-hour staffing, along with supportive and rehabilitative services intended to prepare the client to transition from the facility to independent community living within one hundred eighty (180) days. Services shall include but not be limited to the program services outlined in Exhibit A - Program Description attached hereto and incorporated by reference herein, as well as those services identified in the County-approved Client Plan.

Services shall include but not be limited to the following:

- A. Independent Living Skills Training including money management, budgeting, meal planning, maintenance of daily living activities, use of transportation and medication management.
- B. Employment services to assist clients in finding employment and/or volunteering opportunities.
- C. Social Skills Development designed to instruct clients how to facilitate and maintain healthy relationships.
- D. Recreation and Leisure Skills Development which will introduce clients to hobby type activities, and encourage participation in park and recreation and community activities.
- E. Community integration skills that will prepare clients for a transition to independent community living including assisting clients to identify independent living situations and preparing clients to transition into the community.

Contractor's responsibilities shall include the following:

- A. Cooperate with the County staff/case manager in developing a program plan to meet the goals and objectives established in the Client Plan, which shall be developed by the County's Case Manager and client in cooperation with the Contractor.
- B. Assist clients to obtain and maintain benefits i.e. Social Security Income (SSI), Medical Insurance (Medi-Cal, CSMP), additional benefit assistance as necessary to transition into independent community living, etc.
- C. Maintain individual client records in accordance with County requirements, specifically as mandated by the State.
- D. Report outcomes for clients in Full Service Partnerships; report key tracking events as required by the State and County.
- E. Allow County or its authorized representative access to the facility and client records to the extent authorized by law for County purposes including but not limited to client assessment/reassessment, monitoring, record review and consultation as deemed necessary by the County.
- F. Participate with County in weekly placement meetings to assess the ongoing needs of clients placed in the facility.
- G. Provide close supervision of and intensive interaction with clients who may require the management of more difficult or complex behavioral problems consistent with the Client plan.

County's responsibilities include the following:

- A. County shall ensure that any client referred to Contractor is eligible as a Full Service Partnership client and shall attest to same on the Referral Authorization, in the form and format as approved by HHSA.
- B. Refer clients to facility as appropriate, ensuring referrals shall not exceed licensed beds available.
- C. Complete Referral Authorization and the client's Individual Services and Supports Plan, and submit both to Contractor for each client referred within twenty-four (24) hours of placement.
- D. Provide case management support for clients residing in the facility.
- E. Provide Psychiatric Emergency Services (PES) 5150 evaluation and assessment when necessary.
- F. Submit a Bed Hold Authorization in the form and format as approved by HHSA within forty-eight (48) hours of identification of the need to hold a bed in the facility.
- G. Participate in discharge planning.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire June 30, 2013 unless earlier terminated pursuant to the provisions contained herein under the Articles titled "Fiscal Considerations" or "Default, Termination and Cancellation".

ARTICLE III

Compensation for Services:

- A. Contractor shall submit monthly invoices no later than thirty (30) days following the end of a "service month" except in those instances where Contractor obtains written approval from County Health and Human Services Agency Director or Director's designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with the Article titled "Scope of Services." Each invoice shall be accompanied by the "Referral Authorization" as supportive documentation.
- B. For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.
- C. For clients who receive Supplemental Security Income (SSI) benefits or have sufficient alternative income, client/client's payee is required to pay an additional \$32 per day to Contractor as their residential share of cost.
- D. For clients who do not receive SSI benefits and do not have other income, County shall pay an additional \$32 per day until such time as the client begins to receive SSI benefits or income from an alternative source. At that time, the responsibility for this additional payment shall return to the client/client's payee. Should retroactive SSI benefits or other income be received on behalf of client for any period during which County paid this residential share of cost, County shall be reimbursed for such payments, to the extent funds are available.
- E. Rates: Rates for services shall be at \$100.00 per client per day.

F. 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	The Denise Thompson Home 6840 Oak Lane Placerville, CA 95667 Attn: Denise Thompson

G. Not to Exceed: Compensation for services provided under this Agreement shall not exceed \$375,000 for both the services and the term of this Agreement.

ARTICLE IV

Record Retention: Contractor agrees to make all of its books and records pertaining to the goods and services furnished under the terms of the contract available for inspection, examination, or copying by authorized County, State 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 contract was in effect, or any longer period as may be required by Federal or State 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.

The County or their designee shall have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this Agreement. For purposes of this section “access to” means that the Contractor shall at all times maintain a complete set of records and documents related to programs funded by this Agreement and shall make these records available to the State or County, or their respective designee in a central location.

ARTICLE V

Special Terms and Conditions: By signing this Agreement, Contractor acknowledges funding for services provided herein is provided by the Mental Health Services Act of 2004 and, as subrecipient of funds under this Agreement, Contractor shall comply with the terms and conditions herein listed.

ARTICLE VI

Release of Information: Contractor shall ensure that County Health and Human Services Agency is included as a receiving party on all Release of Information forms used in the performance of services under this Agreement.

ARTICLE VII

Certifications / Assurances:

- A. In the event any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected hereby.
- B. Contractor acknowledges that this Agreement meets the requirements for the distribution of Mental Health Act Services funding in a Performance Contract as required in Chapter 2 of the Welfare & Institutions Code (WIC) beginning with Section 5650 and agrees to comply with the provisions in Section 5650 through 5667 et seq.

ARTICLE VIII

Standards of Conduct: The following standards apply to Contractor and, in the event County agrees in writing to Contractor subcontracting services under this Agreement, pursuant to the Article titled "Assignment and Delegation," Contractor shall ensure the following standards are included in any subcontract hereto:

- A. Every reasonable course of action shall be taken to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement shall be administered in an impartial manner, free from efforts to gain person, financial or political gain.
- B. Any executive or employee of the Contractor shall not solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole or part by the County or the State. Supplies, materials, equipment or services purchased with Agreement funds shall be used solely for purposes allowed under this Agreement. No member of the Board will cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.
- C. The County, by written notice to the Contractor, may terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the County or State, 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 State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such Agreement, provided that the existence of the fact upon which the County or State makes such findings that shall be an issue may be reviewed in any competent court.
- D. In the event this Agreement is terminated as provided in the paragraph above, the County or State shall be entitled:
 - 1. To pursue the same remedies against the Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and
 - 2. As a predetermined amount of liquidated damages in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three (3) times the cost incurred by the County or State in providing any such gratuities to any such officer or employee.

- E. The rights and remedies of the Contractor 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 selling agency has been employed or retained to solicit or secure this Agreement upon a contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of the Contractor, for the purpose of securing business. For breach or violation of this warranty, the State 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 contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- F. Contractor, and any subcontractors and/or consultants retained by the Contractor with funds provided under this Agreement must comply with the provisions of California Government Code Section 19990, et seq.

ARTICLE IX

Subcontracting: The Contractor certifies that:

- A. Any work or services specified in this Agreement which will be performed by other than the Contractor shall be evidenced by a written Agreement specifying the terms and conditions of such performance.
- B. The Contractor shall maintain and adhere to an appropriate system, consistent with Federal, State and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.
- C. The system for awarding contracts will contain safeguards to ensure that the Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds.
- D. Subcontractors shall comply with the Confidentiality requirements set forth in the Article titled "Confidentiality Requirements" of this Agreement.

ARTICLE X

Termination Process: The County may terminate this Agreement in whole or in part when it has determined that the Contractor has substantially violated a specific provision of the MHSA regulations or implementing State legislation. The County shall provide a termination notice in writing to the Contractor. Upon Contractor's receipt of notice of termination from the County, and except as otherwise directed in the notice, Contractor shall:

- A. Stop work on the date specified in the notice;
- B. Place no further orders nor enter into any further subcontracts for materials, services or facilities except as necessary to complete work under the Agreement up to the effective date of termination;
- C. Terminate all orders and subcontracts;
- D. Promptly take all other reasonable and feasible steps to minimize any addition cost, loss or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts;
- E. Deliver or make available to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor under this Agreement, whether completed, partially completed, or in progress.

In the event of termination, an equitable adjustment in the funds provided by this Agreement shall be made. Such adjustment shall include reasonable compensation for all services rendered, materials, supplies, and expenses incurred pursuant to this Agreement prior to the effective date of termination.

In the event an adjustment is made as specified above, the Contractor shall promptly return to the County all unexpended distributions advanced pursuant to this Agreement.

Notices to the Contractor shall be addressed in accordance with the Article titled "Notice to Parties."

ARTICLE XI

Audits: From time to time, the County or State may inspect the facilities, systems, books and records of the County to monitor compliance with this Agreement. The Contractor shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the County or State in writing. The fact that the County or State inspects, or fails to inspect, or has the right to inspect, the Contractor's facilities, systems and procedures does not relieve the County of its responsibilities to comply with this Agreement. The County or State's failure to detect or detection, but failure to notify the Contractor or require the Contractor's remediation of any unsatisfactory practice, does not constitute acceptance of such practices or a waiver of the State's enforcement rights under this Agreement.

The Contractor shall maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors.

The Contractor or auditors performing monitoring or audits of the Contractor or its sub-contracting service providers shall immediately report to the County or State any incidents of fraud, abuse or other criminal activity in relation to this Agreement, the MHSA or its regulations.

ARTICLE XII

Disallowed Costs: The Contractor shall use funds provided under this Agreement only for the purposes specified in this Agreement and the MHSA.

ARTICLE XIII

Conflict Resolution: Should a dispute arise between the Contractor and the County relating to services provided under this Agreement governed by the dispute resolution process set forth in California Code of Regulation (CCR) Title 9, Division1, Chapter 14, §5845(d)(10), County and Contractor shall followed the California Department of Mental Health Issue Resolution Guidance dated October 2011 available at http://www.dmh.ca.gov/Prop_63/MHSA/Issue_Resolution.asp

For any disputes other than those governed by the dispute resolution process set forth in California Code of Regulations (CCR) Title 9, Division1, Chapter 14, §5845(d)(10), the Contractor

and County shall follow the County of El Dorado MHSA Issue Resolution Process available at http://www.edcgov.us/Government/MentalHealth/MHSA_Issue_Resolution_Process.aspx

ARTICLE XIV

Confidentiality Requirements: Acknowledging the Contractor's continuing obligation to follow existing legal mandates regarding protection and/or release of information maintained by the County, the following Confidentiality Requirements apply:

A. General Requirements:

The Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without express permission of the Agreement Manager.

Permission to disclose information or documents on one occasion or at public hearings held by the County or State Departments of Mental Health relating to the same shall not authorize the Contractor to further disclose such information or documents on any other occasions.

The 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 Agreement, or the County or State Departments of Mental Health staff, the Contractor's own personnel involved in the performance of this Agreement, at a public hearing, or in response to the questions from a legislative committee.

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

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

After any data or documents submitted has become a part of the public records of the County or State, the Contractor may, if it wishes to do so at its own expense and upon approval by the County Contract Administrator, publish or utilize the said data or documents but all such published items shall include the following legend:

LEGAL NOTICE: This report was prepared as an account of work sponsored by the County of El Dorado and State Department of Mental Health, but does not necessarily represent the views of the County or 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 County and State of California at:

COUNTY	State Department of Mental Health
<i>Health and Human Services Agency 3057 Briw Road, Suite A Placerville, CA 95667</i>	<i>P.O. Box 952050 Sacramento, CA 94252-2050</i>

Neither said County nor State Department of Mental Health / State of California, nor any officer or employee thereof, or the CONTRACTOR or any of its 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.

“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.

“Proprietary data” is such data as the Contractor has identified in a satisfactory manner as being under Contractor’s control prior to commencement of performance of this Agreement and which has been reasonably demonstrated as being of a proprietary force and effect at the time this Agreement is commenced.

“Generated data” is that data, which a 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 Contractor’s 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 or State. Such data shall be the property of the County and State.

“Generated data” shall be the property of the State unless and only to the extent that it is specifically provided otherwise herein.

The title to the Contractor’s proprietary data shall remain in the Contractor’s possession throughout the term of this Agreement and thereafter. As to generated data which is reserved to the County by express terms of this Agreement and as to any preexisting or proprietary data which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, the Contractor shall preserve the same in a form which may be introduced in evidence in a court of

competent jurisdiction at the Contractor's own expense for a period of not less than three (3) years after receipt by the County and State of the final report or termination of this Agreement and any and all amendments hereto, or for three (3) years after the conclusion or resolution of any and all audits or litigation relevant to this Agreement, whichever is later.

Prior to the expiration of such time and before changing the form of or destroying any such data, the Contractor shall notify the County and State of any such contemplated action; and the County or State may within thirty (30) days after said notification determine whether it desires said data to be further preserved and, if the State so elects the expense of further preserving said data shall be paid for by the State. The Contractor agrees that the County and State shall have unrestricted reasonable access to the same during said three (3) year period and throughout the time during which said data is preserved in accordance with this Agreement, and the Contractor agrees to use best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding said data.

Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

CONTRACTOR	COUNTY
Denise Thompson, d.b.a. The Denise Thompson Home 6840 Oak Lane Placerville, CA 95667	Information Security/Private Officer County of El Dorado 330 Fair Lane Placerville, CA 95667

B. Confidentiality Requirements relating to the Health Insurance Portability and Accountability Act (HIPAA)

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 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).

Permitted Uses and Disclosure of IIHI by the Contractor.

1. *Permitted Uses and Disclosures.* Except as otherwise provided in this Agreement, the Contractor may use or disclose III 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.
2. *Specific Uses and Disclosures Provisions.* Except as otherwise indicated in the Agreement, the Contractor may:
 - a. 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.

- b. Use IIHI to provide data aggregation services to the County or State. Data aggregation means the combining of IIHI created or received by the Contractor for the purposes of this Agreement with III 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 the County or State.

C. Responsibilities of the Contractor

The Contractor agrees to prevent use or disclosure of III other than as provided for by this Agreement. The Contractor shall develop and maintain an information private 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 programs must 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 the County or State with information concerning such safeguards as the County and State may reasonably request from time to time.

The Contractor shall restrict logical and physical access to confidential, personal (e.g. PHI) or sensitive data to authorized users only.

The Contractor shall implement appropriate authentication methods to ensure information system access to confidential, personal (e.g. IHI) 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 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
4. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers and PDAs) with a solution that uses proven industry standard algorithms. 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.

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D. Mitigation of Harmful Effects

To mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of IIHI by the CONTRACTOR or its subcontractors in violation of the requirements of this Agreement.

1. *Agents and subcontractors of Contractor.* To ensure that any agent, including a subcontractor to which the Contractor provides IIHI received from the State, or created or received by the Contractor, for the purposes of this Agreement shall comply with the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information.
2. *Notification of Electronic Breach or Improper Disclosure.* During the term of this Agreement, the Contractor shall notify the State immediately upon discovery of any breach of Medi-Cal related IIHI 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 or State Information Security Officer, within two (2) business days of discovery, at (530) 621-5565 OR (916) 651-6776. 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 State Information Security Officer, postmarked within thirty (30) working days of the discovery of the breach to the address below:
3. *Employee Training and Discipline.* To 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 under this Agreement and use or disclose IIHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.
4. *Audits, Inspection and Enforcement.* From time to time, subcontractor may inspect the facilities, systems, books and records of the Contractor to monitor compliance with this Agreement. The Contractor shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the Subcontractor Information Security Officer in writing. The fact that subcontractor inspects or fails to inspect, or has the right to inspect, the Contractor's facilities, systems, and procedures does not relieve the Contractor of its responsibilities to comply with this Agreement.

E. Termination for Cause

Upon the County or State's knowledge of a material breach of this Agreement by the Contractor, the County or State shall:

1. Provide an opportunity for the Contractor to cure the breach or end the violation and terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by the COUNTY or State; or
2. Immediately terminate this Agreement if the Contractor has breached a material term of this Agreement and cure is not possible; or
3. If neither cure nor termination is feasible, the State Information Security Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

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F. Judicial or Administrative Proceedings.

The County or State may terminate this Agreement, effective immediately, if (i) the Contractor is found liable in a civil matter or guilty in a criminal matter 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.

G. Effect of Termination

Upon termination or expiration of this Agreement for any reason, the Contractor shall return or destroy all IIHI received from the State that the Contractor still maintains in any form, and shall retain no copies of such IIHI 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 IIHI to those purposes that make the return or destruction of such IIHI infeasible. This provision shall apply to IIHI that is in the possession of subcontractors or agents of the Contractor.

H. Miscellaneous Provisions

1. *Disclaimer.* The State makes no warranty or representation that compliance by the Contractor with this Agreement, HIPAA or the HIPAA regulations shall be adequate or satisfactory for the Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor is, or will be, secure from unauthorized use or disclosure. The Contractor is solely responsible for all decisions made by the Contractor regarding the safeguarding of IIHI.
2. *Assistance in Litigation or Administrative Proceedings.* The Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting the Contractor in the performance of its obligation under this Agreement, available to the 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 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 the Contractor or its subcontractor, employee or agent is named adverse party.
3. *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 the State, or the Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.
4. *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 or local 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 applicable laws.
5. *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.
6. *Survival.* The respective rights and obligations of the Contractor under herein this Agreement shall survive the termination or expiration of this Agreement.

7. *No Waiver of Obligations.* No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
8. *Signatures.* This Agreement is of no force and effect until signed by both of the parties hereto. The Contractor shall not commence performance prior to the beginning of this Agreement or upon final approval.

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. In the event County agrees in writing that Contractor may subcontract for services under this Agreement, Contractor shall require that all subcontractors comply with all terms and conditions of this Agreement, and all pertinent Federal and State statutes and regulations.

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: 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.

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.

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.

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C. Ceasing Performance

County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. Termination or Cancellation without Cause

County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County 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 contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE 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
670 PLACERVILLE DRIVE
PLACERVILLE, CA
ATTN: SOPHIE CABRERA, MHSA PROGRAM MANAGER

With a copy to:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: TERRI DALY, PURCHASING AGENT

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

THE DENISE THOMPSON HOME
6840 OAK LANE
PLACERVILLE, CA 95667
ATTN: DENISE THOMPSON, PROPRIETOR

or to such other location as the Contractor directs.

ARTICLE XXII

HIPAA Compliance: By signing this Agreement, Contractor agrees to comply with Exhibit B, Business Associate Agreement, attached hereto and incorporated by reference herein.

ARTICLE XXIII

Indemnity: The Contractor shall defend, indemnify, and hold the County, its Officers, employees, agents, and representatives 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, 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 harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XXIV

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 of 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 2;
- 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.

ARTICLE XXV

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. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California; and
 2. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage;
 3. 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.
- B. In the event 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.
- C. 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.
- D. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- E. 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.
- F. The certificate of insurance must include the following provisions listed herein below (including an endorsement page for the "additional insured" language), stating that:
 1. The insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- G. 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.

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

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 XXVII

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 XXVIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and 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".

ARTICLE XXIX

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 will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXX

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 XXXI

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 XXXII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Sophie Cabrera, Mental Health Program Manager, or successor.

ARTICLE XXXIII

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

ARTICLE XXXIV

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

ARTICLE XXXV

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 XXXVI

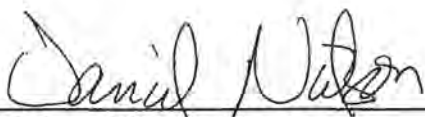
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: 
Sophie Cabrera, Mental Health Program Manager

Dated: 6/6/12

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: 
Daniel Nielson, M.P.A., Director
Health and Human Services Agency

Dated: 6-6-2012

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement #583-S1211 on the dates indicated below.

--COUNTY OF EL DORADO--



By: _____
John R. Knight, Chair
Board of Supervisors
COUNTY

Dated: _____

Attest: Terri Daly
Acting Clerk of the Board of Supervisors

By: _____
Deputy

Dated: _____

-- CONTRACTOR --

THE DENISE THOMPSON HOME

By: Denise Thompson
Denise Thompson, individually
and doing business as The Denise Thompson Home
CONTRACTOR

Dated: 6/8/12

THE DENISE THOMPSON HOME

The Denise Thompson Home is located at 6840 Oak Lane in Placerville, California, in El Dorado County. The facility is licensed and staff operated with a capacity of up to 9 clients. This spacious home can accommodate 2 non-ambulatory consumers. The home is situated on one and one-third (1 1/3) landscaped acres. The home is located near shopping facilities (Wal-Mart, Wal-Green stores), the El Dorado Transit bus route, doctor' offices, the Social Security office, and El Dorado County Mental Health Services as well as a short distance from access to a beautiful walking trail.

Clients meeting criteria for placement in this home shall include having been diagnosed with a mental health diagnosis and/or a developmental disability; be 18 to 59 years of age, in fair to good medical condition, and may demonstrate severe to moderate behavior issues.

The philosophy of the home is to instill in each client the awareness of individual behaviors and its effect on others, yet providing a safe and welcoming environment for clients to learn and personally grow in the least restrictive environment. Clients will be provided with the most beneficial environment to improve and learn new skills of living independently.

The environment in this home is positive and rewarding and offers continual positive reinforcements, and trainings to work on behavioral challenges. Clients are immersed in a spacious environment that provides for health and safety, but yet allows the client to make their own choices with support of 24 hour staffing. The clients are encouraged to strive to move forward in life and to not duplicate past behaviors. Clients are introduced and encouraged to access services in the community such as El Dorado County Mental Health and recreational services. Clients are assisted in accessing community events available and encouraged to make safe and healthy choices. Clients are encouraged to participate in positive activities. A weekly schedule of events is offered and directed by staff to engage the clients in a variety of community activities.

Independent living skills trainings will be ongoing and will encourage the client to enhance or learn new skills. Negative or aggressive behaviors will be closely monitored to ensure the safety of all members of the home. Behaviors will be evaluated and behavior plans implemented to decrease exhibited negative or aggressive behaviors.

Exhibit A - Program Description

The Denise Thompson Home will offer client training in independent living skills to prepare the client to transition to living independently. Trainings will be offered to include work readiness skills for employment, volunteering at work sites, and employment if desired. Clients will be guided through employment trainings to enhance skills and discover employment or volunteer interests. If so desired, support will be offered to access services provided by Department of Vocational Rehabilitation.

Clients will receive three well balanced meals and three nutritional snacks each day. A weekly menu will be provided and posted. Support will be offered with room cleaning, laundry and hygiene issues. Clients will be offered daily instructions in the areas of cooking, cleaning, transportation, budgeting, laundry, and community safety. Staff will support clients in attending medical and dental appointments, various client appointments and will ensure that advocacy is provided as needed.

Medications will be dispensed by staff as required by Community Care Licensing. Staff will monitor medications, re-order as needed and watch for potential side effects. Advocacy with medical offices will be provided to ensure that clients receive optimum care.

Client progress will be tracked and reported to case managers. Clients will be active participants in the planning of Goals and Objectives. Reports will be provided to the Case Managers on an ongoing basis documenting progress.

In summary, The Denise Thompson Home will work together with El Dorado County Mental Health in providing a level of training required to meet the client's desire to transition to living independently within the community. Clients will be treated with respect and allowed to live in the home with the ability to make reasonable decisions and express independence in a monitored and safe environment for all clients.

CONSUMER SERVICES

1. Training in Personal Hygiene

Clients will receive training by staff in hand washing by daily reminders to wash hands in warm running water using soap. Staff will demonstrate appropriate hand washing techniques by washing, lathering and rubbing hands together for at least 30 seconds. Drying hands will be demonstrated by using paper towel and disposing towel in trash basket. Clients will be given prompts to wash hands when coming in from outdoors, returning from community, before and after meals and prior to receiving medications.

Clients will receive training by staff in grooming (hair care) by prompts to wash hair, comb and style hair daily. Clients will be advised not to share combs or brushes with others. Clients will be prompted to brush teeth with toothpaste using up and down strokes brushing front and back teeth. Shaving instructions will be provided to use shave cream and razors or electric razors if desired. Clients will be prompted to shave daily or as needed. Clients will be prompted to use deodorant daily or more so if needed. Instructions in bathing using soap, and washcloth to wash body will be provided. Instructions to wash body from top to bottom will be provided with soap (face, arms, hands, body, private areas, legs and feet). Clients will be prompted to dry off completely with towel and to hang towel for drying or place in laundry for washing.

The training program will be made up of a series of hands on trainings, one on one role modeling in home and community settings. Training goals will be established with obtainable goals outlined. Progress toward goals will be documented at the conclusion of each training session and the time spent on the training. Trainings will be reviewed and lessons will build upon each other. Progress will be documented in quarterly reports provided to case managers.

2. Training in Dressing Skills

Clients will receive training in dressing completely and independently. Clients will be prompted to dress when in common areas of the house. Dress to include shirt, underwear, shorts/pants, socks, slippers, shoes, or sandals. Pajama type clothing will be worn for sleeping. Hats will be asked to be removed unless outside. Clients will be trained to wear age appropriate clothing as well as appropriate clothing sizes. Clothes worn will be matching. Staff will provided training in clothing that matches in design and color. Clothing will be free of offensive language.

The training program will be made up of a series of hands on trainings, one on one role modeling in home and community settings. Training goals will be established with obtainable goals outlined. Progress toward goals will be documented at the conclusion of each training session and the time spent on the training. Trainings will be reviewed and lessons will build upon each other. Progress will be documented in quarterly reports provided to the case managers.

3. Training in Independent Living

Clients will receive training in performing household chores and maintenance. Lessons will include, but not limited to sweeping floors by teaching clients how to use a dust pan and broom to pick up dust and debris. Operation of a vacuum cleaner and how to pick up large items off floors before vacuuming will be taught. Maintenance training will include how to change bag/or empty dirt collection container and how to change broken belts. Mopping floors will be taught by teaching clients how to use floor cleaner and a mop to clean floor and care of wood floors. Maintenance will include that mops be rinsed and replaced when odors are present. Clients will receive training on how to properly dispose of trash by placing trash can liners in trash cans and removing liners to place trash in outside trash cans. Inside trash cans will be washed out weekly or more often if needed to eliminate residue and odors. Garbage will be removed daily from client rooms, bathrooms and kitchen area. Clients will participate and learn to care for outside yards and patio areas. Care of yards by watering on schedules, sweeping and hosing off patios, mowing and weed eating training will be provided. Appropriate safety equipment and precautions will be trained to follow in operation under supervision of weed eaters or lawn mowers. Clients will receive a series of safety training in order to be allowed to operate machinery.

Clients will receive training in setting the table at meal time. Appropriate place settings, to include plate, drinking glass, knife, fork and spoon. A napkin will be placed at each place setting. Salad bowls will be placed if desired.

Clients will receive training in how to make beds daily and to change linens as needed but no less than weekly. Bed making will include ensuring that comforters/bedspreads are placed on beds daily to ensure a neat appearance to the room.

Clients will receive training in basic medical self-help awareness skills. Trainings to identify when a client may need a band aid for minor cuts, scrapes and scratches. To recognize symptoms and communicate sore throats, excessive coughs, headaches, toothaches, etc.

Exhibit A - Program Description

Trainings in dish washing, using dishwasher and drying dishes skills will be taught to clients. Proper technique of washing dishes by rinsing of food particles, placing in dishwasher and allowing dishes to air dry or dry with clean dish towel will be demonstrated. Proper rinsing of dishes will be emphasized. Dish towels that are dropped or wiped against body will be immediately replaced with a clean towel. The proper measurement of soap for hand washing and dishwasher soap will be included in trainings.

Trains in preparing meals will include, but will not be limited to selecting proper cooking utensil and cookware, washing and cutting of fruits and vegetables as well as learning appropriate times needed to prepare and cook food items. Training will also include proper methods of using cutting boards and knives. Usage of knives will be closely supervised. Lessons will also cover which knife is needed for the preparation of specific foods. Trainings will also include using kitchen utensils properly for stirring, grating, chopping, mashing or beating foods.

Trainings will include using the stove and using the oven, selecting the proper temperatures for cooking and setting timer for proper cooking times. The client will learn how to use the proper cook racks and select the appropriate cookware for use in ovens. The trainings will cover using the microwave and selecting the proper cooking time needed to cook or heat food.

Training will also include balancing the cooking times so food items are ready at the same time. Lessons will include following directions on packages and preplanning to be sure all ingredients are available that are needed to made the packaged food item.

Trainings will include the use of appliances including electric stove, microwaves and blenders. Clients will be taught how to select cooking temperatures; how to turn on and off stove and oven. Clients will be taught how to set and select cooking times for microwave use as well as what items are allowed in microwaves. Proper used of blenders, review of blender speeds and durations will be taught to consumers with an emphasis on safety and appropriate foods items for blending.

Clients will be taught safety awareness in every training and environments. Safety will be emphasized to ensure clients are aware of safety equipment needed if appropriate, safety precautions (heat, sharpness, coldness) and take precautions as appropriate.

Money management trainings will include check cashing. Trainings will include how to manage money by setting up a budget and learning to count money including recognition of coin and paper money. Trainings will include price comparisons and looking at sale prices.

Trainings in use of public transportation will include trainings on how to read the bus schedule,

Exhibit A - Program Description

knowing what direction the bus is going to get to intended destinations. Learning how to obtain a bus card and remembering to carry it when using the bus. Trainings will include how to call for requested stops. It will also include how to call for a Dial-A-Ride and how to pay for the ride. Clients will receive training in the Dial-A-Ride system and how to pay for the ride. Clients will receive training in the Dial-A-Ride guidelines for pick up times. Trainings will also include how to be safe on the bus when talking to others who ride the bus.

Clients will carry with them proper identification as well as cards with address, telephone number and an emergency contact. Clients will be taught how to navigate to various geographical locations within the community.

Clients will be given daily opportunities to read and write. Opportunities to include reading with staff newspapers, magazines, menus, activity logs, and to review with staff various reading materials. Staff will incorporate into daily living routines an opportunity to practice reading and to further develop skills.

Clients will be given daily opportunities to write. Opportunities to include writing personal shopping lists and practicing spelling if needed, writing out goals and community events client may want to attend based on skill level. Clients will receive training if desired in correspondence with friends or family.

Clients will receive training in appropriate use of telephone. Clients will receive ongoing training on calling 911 for emergencies and what constitutes a need to dial 911. Telephone training will include how to properly answer the phone, take a message, and proper ending of phone conversations. Clients will receive training on how to identify themselves when making phone calls, proper language and tone while conversing, and how to leave a call back number.

Clients will be trained in telling time and time of day for appropriate activities. Training in telling specific time and gauging elapsed time elements will be provided. Clocks in the home will display digital time as well as traditional clocks with numbers.

Clients will be trained in making appointments and keeping appointment commitments. Clients will learn how to keep a calendar of personal appointments and to communicate same to staff. Trainings will include how to call agencies for appointments and match time and dates with personal calendar, trainings will include how to properly identify oneself and request type of appointment.

Clients will be provided with basic problem solving skills. Clients will be taught to explore

possible solutions to problems and how to inquire for staff support when needed. Clients will be taught to examine possible solutions independently and to come to resolutions. Continued training will be offered to look for simple solutions so that issues do not spiral out of control and clients become frustrated with problems that may seem impossible to solve.

Clients will be taught to order food in public restaurants. Training will include how to read a menu, prices and menu entry choices. Clients will also receive training in how to pay for their meals and to calculate an appropriate tip for their meals. Clients will be taught to have money readily available before ordering.

The training program will be made up of a series of hands on trainings, one on one role modeling in home and community settings. Training goals will be established with obtainable goals outlined. Progress toward goals will be documented at the conclusion of each training session and the time spent on the training. Trainings will be reviewed and lessons will build upon each other. Progress will be documented in quarterly reports provided to the case manager.

4. Social Skills Development

Clients will be taught to facilitate and maintain healthy friendships. Clients will be asked not to date current residents within the home. Appropriate ways to initiate interpersonal relationships will be taught by review of appropriate greetings, conversation starters, and how to exchange personal information.

Initiating interpersonal relationships training will be provided to inform clients of guidelines and appropriate boundaries and train in appropriate interactions. Types of relationships will be discussed to include a relationship you have with family, acquaintances, people you just meet and how to become closer friends. Clients will be taught to participate in social activities and maintain appropriate boundaries to include not touching others, using appropriate greetings such as handshakes. Consumers will be redirected from touching staff or each other. Staff will role model appropriate behaviors by not hugging or touching clients. Handshakes and high five methods will be taught instead of hugging.

The training program will be made up of a series of hands on trainings, one on one role modeling in home and community settings. Training goals will be established with obtainable goals outlined. Progress toward goals will be documented at the conclusion of each training session and the time spent on the training. Trainings will be reviewed and lessons will build upon each other. Progress will be documented in quarterly reports provided to the case manager.

5. Communication Skills Training

Clients will receive training in how to schedule time to make as needed haircuts. Clients will learn how to pay for haircuts and include a tip. Clients will learn to select their individual hair cut style and to communicate same to hair stylist. Clients will be taught how to budget for clothing and food items they wish to purchase. Staff will teach clients appropriate behaviors in public and how to make appropriate selections. Clients will be taught to price compare items of food and look for best buys. When shopping for clothing, clients will try clothing on to ensure appropriate size. Clients will budget their money to make purchases. Clients will be taught to hold on to receipts to track their expenses and for exchanges if needed.

The training program will be made up of a series of hands on trainings, one on one role modeling in home and community settings. Training goals will be established with obtainable goals outlined. Progress toward goals will be documented at the conclusion of each training session and the time spent on the training. Trainings will be reviewed and lessons will build upon each other. Progress will be documented in quarterly reports provided to the case managers.

6. Recreation & Leisure Skills Development

Clients will be encouraged to learn new sports and to participate in parks and recreational activities. Staff will review with clients schedules, practice times and schedules for participation in desired sports activities. Staff will review rules of sports to help clients learn techniques and structure of the game. Trainings will be provided so that clients can learn good sportsmanship habits.

Clients will be introduced to a variety of hobby type activities to include woodworking, collecting, drawing, crafts, painting, and exploration of activities of interest to consumers. Staff will teach the client how to access supplies needed to pursue their hobbies. Clients will be trained on how to use leisure time and to make appropriate choices. Clients will be trained to create a list of leisure time activities to choose from and review the list with staff. Trainings will include appropriate time allotments and how to prioritize activities.

The training program will be made up of a series of hands on trainings, one on one role modeling in home and community settings. Training goals will be established with obtainable goals outlined. Progress toward goals will be documented at the conclusion of each training session and the time spent on the training. Trainings will be reviewed and lessons will build upon each other. Progress

will be documented in quarterly reports provided to the case manager.

7. Sensory/Motor Skills Development

Clients will receive training in sensory/motor skill development with a focus of ambulation; ie. Walking upward without swinging arms, taking appropriate size steps and pace for a particular environment. Also a slower pace indoors than outdoors will be reviewed. Range of motion will be emphasized prompting clients to reach, grasp and stretch as needed to attend to daily living needs. Clients will be taught to be aware of surroundings for safety both indoors and outdoors.

The training program will be made up of a series of hands on trainings, one on one role modeling in home and community settings. Training goals will be established with obtainable goals outlined. Progress toward goals will be documented at the conclusion of each training session and the time spent on the training. Trainings will be reviewed and lessons will build upon each other. Progress will be documented in quarterly reports provided to the case manager.

8. Community Integration

Clients will be taught to access places of worship if they desire. Church services and days of the week will be explored to select services that clients may wish to attend. Staff will explore client's religious preference if any and research churches of that denomination.

Clients will be taught how to access the library and to obtain a library card. Staff will teach clients how to check books out from the library and to note return dates. Clients will be taught their responsibility in care of books and to honor return of books.

Culture events will be explored and clients will be taught what events are available in the community. Staff will teach clients how to access transportation to events and to plan their outings. Clients will be taught to explore related costs of events and to budget amounts for attendance of events. Clients will be taught how to access the El Dorado Chamber of Commerce to obtain a schedule of events for the area. Clients will be taught to calendar on personal calendars events of interest and budget accordingly.

Clients will be taught how to access movie theater schedules and prices per movie. Clients will be taught how to budget and explore transportation options to promote independence. Clients will also be taught to explore options of matinee vs. evening movies, bargain days and special showings for price comparison. Clients will also be taught how to access renting videos or DVDs from movie rental stores. Clients will be taught how to access sporting event schedules. Sporting

events may be local or travel into Sacramento required. Staff will help client learn how to access schedules and prices of events. Trainings will include that clients budget appropriately for tickets to events and budget for snack items. Clients will also be taught how to calendar events on personal calendars and to arrange travel to and from events.

The training program will be made up of a series of hands on trainings, one on one role modeling in home and community settings. Training goals will be established with obtainable goals outlined. Progress toward goals will be documented at the conclusion of each training session and the time spent on the training. Trainings will be reviewed and lessons will build upon each other. Progress will be documented in quarterly reports provided to the case manager.

SOCIAL AND RECREATIONAL ACTIVITIES

IN HOME ACTIVITIES

Woodworking – Building birdhouses, wooden planter boxes, wooden furniture, wooden boxes

Art Therapy- Painting, drawing, art sculpturing

Music Therapy- Listening to favorite music, learn to play an instrument

Exercise Opportunity- stretching, punching bag, work out on exercise equipment, and walk on walking trail

Horticulture – Planting and caring for outdoor planter boxes and rose gardens

COMMUNITY ACTIVITIES

Exercise Opportunity- A short walk away is a landscaped walking trail with built in work out stations along the trail.

Placerville Parks and Recreation- Offering swimming opportunity at the city pool located on Benham Street which is a short bus ride away.

Regal Theater- Regal Theater located on Placerville Drive which is a short bus ride away offers various movies at varying times.

El Dorado Mental Health Wellness Center: Mental Health Wellness Center offers group counseling classes, group activities based at the center.

Community Library- the library is a short bus ride away.

Shopping Opportunities- There are several shopping mall strips within walking distance or a short bus ride away; Wal-Mart, Wal-Greens, T J Maxx, K-Mart, Safeway, Save-Mart, Payless Shoes, CVS Pharmacy.

Folsom Lake Community College- Placerville Campus- The college offers a variety of entry level educational opportunities with access to a student learning center to assist with tutoring or special education requirements. – The college is a short bus ride away

STAFF TRAINING

A staff training plan for the Denise Thompson Home will be implemented so that staff receive ongoing training in the following areas.

1. The Statement of Purpose of the Home
2. Review of the site facility
3. Tracking progress of client and documentation
4. Review of Behavior Plans and client's ISSP
5. Review of disaster drill training procedures
6. Medication procedures
7. Review of company policies and documentation required
8. Review of Title 22 and Title 17 regulations
9. Training of housekeeping and sanitation principles
10. Availability of community services and resources

Exhibit A - Program Description

11. Training in Universal Precautions
12. Review of accurate documentation and record keeping
13. Review of client care and supervision, including communication
14. Incident reporting
15. Maintaining confidentiality

Ongoing staff training shall consist of a structured weekly meeting to discuss updated information regarding delivery of training to clients.

Staff will not be allowed to perform duties at the Denise Thompson Home until satisfactorily passing a criminal fingerprint clearance, a health screening, TB testing, and will possess First Aid and CPR certification skills. Proof of DMV clearance and automobile insurance will be required by employees who drive clients.

Exhibit B to Agreement 583-S1211 HIPAA Business Associate Agreement

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

RECITALS

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

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

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

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

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

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

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

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

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

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

3. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
 - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308, 164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule.
 - B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
 - C. Report to County in writing of any access, use or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
 - D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.
4. PHI Access, Amendment and Disclosure Accounting. BA agrees to:
 - A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
 - B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in

the event that the PHI in BA's possession constitutes a Designated Record Set.

- C. To assist the County in meeting its disclosure accounting under HIPAA:
- (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if know, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
 - (2) Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
- D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary") , BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.

5. Obligations of County.

- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.

- D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

- A. **Term.** This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. **Termination for Cause.** Upon the County's knowledge of a material breach by the BA, the County shall either:
 - (1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
 - (2) Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
- C. **Effect of Termination.**
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.
 - (2) In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and . BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

8. Amendment The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
9. Survival The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
10. Regulatory References A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.