

**AGREEMENT FOR SERVICES #165-S1711**

Kinship Finding, Family Engagement and Lifelong Connections Services

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**THIS AGREEMENT** is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”) and Lilliput Children’s Services, a California Corporation, duly qualified to conduct business in the State of California whose principal place of business is 8391 Auburn Boulevard, Citrus Heights, CA 95610 and whose Agent for Service of Process is Karen Alvord 8391 Auburn Boulevard, Citrus Heights, CA 95610 (hereinafter referred to as “Contractor”);

**RECITALS**

**WHEREAS**, County issued a Request for Proposal No. 16-918-062 to select a Contractor to provide Kinship Finding, Family Engagement, and Lifelong Connections services for foster youth, or other services on an “as requested” basis for clients referred by the County of El Dorado Health and Human Services Agency; and

**WHEREAS**, the Board of Supervisors awarded the Request for Proposal No. 16-918-062 to Lilliput Children’s Services on September 27, 2016 via Board Item No. 16-0817; and

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

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

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

## ARTICLE I

**Scope of Services:** Kinship Finding, Family Engagement and Lifelong Connections, herein referred to as “Kinship Engagement”, services focus on building a network of committed adults for youth in foster care. The services involve actively identifying and engaging relatives, non-relatives, and other important people in a foster child’s life for potential placement, guardianship, adoption, and/or lifelong relationships.

The goals of the Kinship Engagement Services include, but are not limited to:

- Increasing the number of relative and non-related extended family member (NREFM) caregivers;
- Improving permanency outcomes and timeliness;
- Improving placement stability outcomes;
- Increasing the number of lifelong connections established for involved youth; and
- Increasing the number of youth utilizing family finding services.

Contractor shall provide personnel and services necessary to provide Kinship Engagement services. The Contractor shall also provide Individual or Family Sessions of Therapeutic Counseling on an as needed basis for foster youth and their family members who are receiving Kinship Engagement services.

### A. Co-location

The Contractor shall co-locate (with a schedule to be mutually agreed upon) with Child Welfare Services (CWS) in Placerville and South Lake Tahoe. The Contractor shall make personnel providing the services identified herein available to serve CWS locations in both Placerville and South Lake Tahoe.

### B. Professional License Requirements:

1. Therapeutic counseling services shall be provided by a currently Licensed Clinical Social Worker (LCSW), licensed Marriage and Family Therapist (MFT), or Psychologist whose license has been issued and is regulated by the State of California. Said licenses must be considered clear, i.e., license renewal fees have been paid, continuing education requirements (if applicable) have been met, and there have been no actions or revocations placed against it by the State licensing or certifying agency.
  - a. The California Department of Consumer Affairs, Board of Behavioral Sciences and the California Department of Consumer Affairs, Board of Psychology do not have reciprocity with any other state licensing board. Therefore, any LCSW, MFT, or Psychologist who is providing HHSA approved services to a Client who is receiving services outside California must have a current, clear license issued and regulated by the appropriate certifying agency for the state in which they are practicing.
  - b. Contractor shall notify County within five (5) business days of any pending Federal, State, County, City, or licensing or governing agency investigations or investigation findings, disciplinary actions, or administrative actions found against Contractor or Contractor’s employees’ professional license(s). This includes but is not limited to formal accusations, citations, revocations, suspensions, stayed revocations or suspensions, probation, voluntary or mandatory surrender of license, or formal public reprimand.

- i. Within five (5) business days of formal accusations, citations, revocations, suspensions, stayed revocations or suspensions, probation, voluntary or mandatory surrender of license, or formal public reprimand, Contractor shall provide County with copies of Court accusations and/or dispositions relating to Contractor or Contractor's employee's license.
  - ii. Contractor shall provide initial and ongoing proof of compliance with probationary stipulations.
2. If any service is delegated to an intern, the intern must be pre-licensed by the appropriate certifying state agency and all service assignments must be under the direct supervision of a currently licensed Psychologist, Psychiatrist, Licensed Clinical Social Worker, or Marriage and Family Therapist as described above. No intern shall be the sole author of any written initial visit report or any other report that pertains to Client or Client's treatment plan. All Client-related documents must be reviewed, approved, and signed by said licensed Psychologist, Psychiatrist, LCSW, or MFT.

C. Target Population:

The Contractor shall provide services as identified herein to Clients referred by the County. No less than 10 clients shall be served within each 12 month period, or otherwise no less than 5 clients shall be served within each 6 month period.

1. Within the first month of service provision, the County shall provide the Contractor with no more than 3 referrals as a part of implementing the services described herein.
2. Thereafter, the County shall refer no less than 1 youth per month for the entire term of the agreement, with the following considerations:
  - a. In the event the Contractor is unable to provide services to new referrals made by the County due to the volume of referrals exceeding the capacity of personnel to provide services that will result in positive outcomes for youth involved (as determined by the County), the Contractor shall contact the Contract Administrator as identified in this Agreement, in order to determine a mutually agreed upon resolution.
  - b. In the event the Contractor is able to accept referrals in addition to the amounts identified herein, the Contractor shall notify the Contract Administrator as identified in this Agreement, of available capacity in order to determine a mutually agreed upon resolution.
  - c. It is the intent of this Agreement to establish that the Contractor will provide services to as many youth as possible, assuming a reasonable workload is generally considered to be 10 youth involved in the most complex cases being served by 1 Full-Time Equivalent professional level staff member in a twelve (12) month period. It is further acknowledged by both Contractor and County, that this number may increase, when mutually agreed upon by both County and Contractor, when the level of complexity of cases referred is such that the Contractor may easily assume additional referrals without sacrificing the quality of services and successful outcomes to clients.
3. Clients referred for services by County may include but are not limited to youth receiving permanent placement services locally or out of area, who may or may not be living in a group home or other type of residential facility. Said youth may include but are not limited to youth who have been involved in the foster care system for no less than one year. In general, it shall be understood that those youth who are placed out of area shall

be considered to be more complex cases due to the travel time required by the Contractor to provide services.

All clients receiving Kinship Engagement Services must be referred to Contractor by County in writing. Payment for Kinship Engagement Services provided to clients who are not referred by the County will not be allowed.

4. HHSA Executive Management reserves the right to review and approve or disapprove for reimbursement, on a case-by-case basis, service(s) not explicitly addressed under “Scope of Services” or “Compensation for Services.”

D. Services: The Contractor shall be responsible for responding to County referrals for services. All Kinship Engagement services shall be provided using evidence informed practices. Services to be provided include the following:

1. Discovery and Search Services – Contractor will provide intensive child/youth-specific services including kinship family finding and engagement. This process shall include:
  - a. Developing relationships with children referred for Kinship Engagement Services in order to effectively explore their natural connections and to begin mapping a genogram. A genogram shall be created for every youth receiving Kinship Engagement Services.
  - b. Conduct research and generate useful information from birth parents, internet search engines and web based resources, other computer mediated resources including but not limited to social media, family members, and other sources available to determine kin connections.
  - c. Generate letters to potential family members and kin relations to establish interest in participation with the youth’s life and develop further information.
  - d. Provide updates and information with authorized Child Welfare Services representative, including the Social Worker, assigned to the youth’s case, as applicable by law.
2. Exploration and Engagement – Contractor shall engage referred youth and conduct sensitive and exploratory conversations in order to discover who may be related or connected to the youth, and that person’s relationship to the youth. These exploratory interviews may include but not be limited to family members, current care providers, school professionals, coaches, and others identified as having knowledge of kin and important persons in the life of the youth. This process shall include:
  - a. Establishing a relationship with the youth to determine a comprehensive list of relatives and other prospective supports and team members.
  - b. Contact, screen, and engage family members and other important persons, assuring privacy and confidentiality of the youth, as mandated by law.
  - c. Conduct meetings in person and via computer mediation to bring family members and other important persons together with the youth to provide support.
  - d. Work collaboratively with family members and other important persons to develop a plan for providing continued support to the youth during the time the youth is receiving Kinship Engagement services.
3. Team Discussion and Planning – The Contractor shall evaluate and review information gained during the Discovery, Exploration and Engagement phase, and Engagement phase. Additionally, the Contractor shall:

- a. Convene and or participate in Child Family Team Meetings and other planning processes, to include face-to-face, telephonic, and computer mediated communication about the next steps to delivering services for the youth.
  - b. Meet on an as needed basis with County staff in order to inform the County and receive information as to the next steps for the youth.
  - c. Under the direction from the County, take necessary steps to begin the relationship formation process between the family members and/or other important persons and the youth.
4. Deepening and Sustaining the Connection – The Contractor shall work to prepare the family members and other important persons to assist the social worker with decision-making and support for the youth. This process shall include:
- a. Establishing interactions and meetings with the youth and family members and/or other important persons in order to facilitate building a relationship between them.
  - b. Provide, or link families to, trauma-informed parenting and “nurtured heart” training for caregivers who are identified as being suitable for placement.
  - c. Provide trauma-informed help and assistance to family members and other important persons in understanding the child’s behavior and emotional needs.
  - d. Provide referrals and access to resources available through community based organizations.
5. Transitioning the Case – The Contractor shall facilitate a transition of the case using an integrated family finding and engagement approach. This process shall include:
- a. Maintaining a connection with the family members or other important persons to assure solid and fluid relationships are in place to sustain the relationship and placement.
  - b. Provide resource referrals to established partners and/or community partners providing services beneficial to the family members and/or other important persons.
  - c. Document the services delivered and report on said services to the County Social Worker.
6. Therapeutic Counseling Services – The Contractor shall provide access to therapeutic support through a licensed clinician meeting the professional license requirements identified herein.
- a. The Contractor shall provide clinical or therapeutic sessions with a licensed therapist or associate under the direct supervision of a licensed clinical therapist, to youth and/or family members involved in Kinship Engagement services as necessary. The necessity of this service provision shall be determined by the Contractor, but shall not exceed in cost the approved rate or totals established within this agreement without prior written authorization of the County.
  - b. The Contractor shall also refer youth and/or family members receiving services to an appropriate mental health provider in their community with the goal of addressing behavioral health needs. Referrals for behavioral health needs shall utilize and assure access to services available through Medi-Cal, or other established behavioral health providers, as appropriate.

E. Reporting and Collaboration Requirements:

1. The Contractor shall provide timely feedback and summation reports to the referring County Social Worker.
2. The Contractor shall agree to meet with the County at least once per month through the first six months of this Agreement, and then quarterly thereafter, in order to review case complexity, Contractor capacity, and any other issues that may impact the ability to effectively provide positive outcomes to youth receiving services as described herein. Meetings shall occur at a date, time, and location of the County's choosing.
3. The Contractor shall develop and report measurements for all services to be performed in order to accurately capture the outcomes of services provided.
  - a. The developed and reported measurements of services must clearly indicate how services are correlated to achieving outcomes.
  - b. Reports of the outcomes must accurately reflect the extent to which program goals are being accomplished.
4. The Contractor shall submit a quarterly report including, but not limited to, the following information:
  - a. The number of youth referred each month and the name of the County Social Worker referring the youth.
  - b. A list of contacts made to appropriately identify family members and other important persons for each youth referred.
  - c. Other quantitative or qualitative data as requested by the County, including but not limited to:
    - i. The tools used and effectiveness of those tools in accomplishing the goals of this agreement;
    - ii. A measurement of the effectiveness of service delivery in achieving successful outcomes;
    - iii. Progress toward meeting the goals identified in this agreement;
    - iv. Progress toward meeting the needs of the County, referred youth, and community in achieving successful kinship placements; and
    - v. Feedback from referred youth, family members and other important persons on their satisfaction with the services provided. Feedback from referred youth and family members shall be collected via Client Satisfaction surveys, and shall identify strengths, weaknesses, and benefits of the services received from client's perspective. Contractor shall provide County with a summary of feedback quarterly, no less than thirty (30) days after the end of each quarter.
5. Reports shall be sent as follows, or as otherwise directed in writing by County:

<b><i>For Service(s) Authorized by West Slope HHS Staff, Please Send Reports to:</i></b>	<b><i>For Service(s) Authorized by East Slope HHS Staff, Please Send Reports to:</i></b>
County of El Dorado Health and Human Services Agency Attn: Contract Administrator 3057 Briw Road, Suite A Placerville, CA 95667-5321	County of El Dorado Health and Human Services Agency Attn: Contract Administrator 3368 Lake Tahoe Blvd. 100 South Lake Tahoe, CA 96150-7915

F. Employment Qualifications:

1. The Contractor shall assure all staff, volunteers, and interns have training in child abuse mandated reporting, basic training in cultural diversity/competency, substance abuse, trauma-informed practice, and domestic violence. Proposers shall ensure all staff, volunteers, and interns are familiar with the Child Welfare Services and the Dependency Court process.
2. The Contractor shall not employ or continue to employ any person convicted of any crime involving harm to children and/or elder or dependent adults, or any person on active probation or parole, nor shall employment be offered to or continued for any person who must register pursuant to the Penal Code Section 290.
3. The Contractor shall ensure volunteers and interns are utilized only in the provision of non-professional level services, including accompaniment, organization of social and recreational activities, visitation supervision, and other non-professional level services.
4. Contractor shall make a reasonable effort to employ bilingual staff for the services described herein. In the event the recruitment of such staff is unfeasible, as determined by the Contractor, the Contractor shall provide direct access to language or translation services or support so that language barriers shall not be an obstruction to the provision of services described herein.

G. Record Retention

1. Contractor shall retain all records and documents related to services provided to clients through this Agreement for a period of no less than three years from the termination of this Agreement.
2. All records shall be subject to review, audit, and monitoring by representatives of HHSA or representatives the State of California, with prior written authorization by County.
3. Contractor will take reasonable and prudent steps to safeguard confidential client information held in these records, to ensure protection of Personally Identifiable Information consistent with the terms identified herein.

## ARTICLE II

**Term:** This Agreement shall become effective January 1, 2017 and shall expire December 31, 2019, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article(s) titled "Default, Termination, and Cancellation" or "Fiscal Considerations."

## ARTICLE III

**Compensation for Services:** For services provided herein, County agrees to pay Contractor in arrears. Contractor shall submit invoice(s) no later than fifteen (15) days following the end of a "service month." An exception shall be made for the billing associated with the month of June, which must be received by County no later than June 10, 2017, and annually thereafter for the term of this Agreement. For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with Scope of Services.

All program costs for services provided under this Agreement commence the effective date of this Agreement. All Direct Costs shall be invoiced and reimbursed as they occur. Indirect costs

paid by the County may not exceed 10% of direct costs invoiced, with a cumulative total not to exceed 10% of the total direct costs invoiced.

Travel incurred in the performance of services as outlined herein "Scope of Services" shall be in accordance with the County Travel Policy D-1, attached hereto as Exhibit A, and incorporated by reference herein.

Total billing shall not exceed the total amount of funding available per fiscal year:

<b>Kinship Engagement Direct Costs</b>					
Personnel Costs Including Benefits	Hourly Rate per position	Maximum County Contribution per Fiscal Year			
		1/1/17 – 6/30/17	7/1/17 – 6/30/18	7/1/18 – 6/30/19	7/1/19 – 12/31/19
Director	\$36.06	\$2,344	\$4,688	\$4,688	\$2,344
Supervisor (MSW)	\$28.85	\$7,501	\$15,001	\$15,001	\$7,501
Social Worker or Engagement Staff	\$21.31	\$27,706	\$55,411	\$55,411	\$27,706
Clinical Staff/ Therapist	\$29.00	\$3,770	\$7,540	\$7,540	\$3,770
Search /Person Locator Staff	\$17.00	\$11,050	\$22,100	\$22,100	\$11,050
<b>Personnel Total Per Fiscal Year</b>		<b>\$52,371</b>	<b>\$104,740</b>	<b>\$104,740</b>	<b>\$52,371</b>
<b>Operating Costs</b>		<b>1/1/17 – 6/30/17</b>	<b>7/1/17 – 6/30/18</b>	<b>7/1/18 – 6/30/19</b>	<b>7/1/19 – 12/31/19</b>
Rent and Utilities		\$3,000	\$6,000	\$6,000	\$3,000
Telecommunications/Phone		\$1,920	\$3,840	\$3,840	\$1,920
Postage and Office Supplies		\$1,200	\$2,400	\$2,400	\$1,200
Travel		\$2,700	\$5,400	\$5,400	\$2,700
Family Support Services		\$1,350	\$2,700	\$2,700	\$1,350
IT Search Engine		\$1,000	\$2,000	\$2,000	\$2,000
Equipment Costs		\$1,250	\$2,500	\$2,500	\$1,250
<b>Operating Costs Total Per Fiscal Year</b>		<b>\$12,420</b>	<b>\$24,840</b>	<b>\$24,840</b>	<b>\$12,420</b>
<b>Indirect Costs</b>		<b>1/1/17 – 6/30/17</b>	<b>7/1/17 – 6/30/18</b>	<b>7/1/18 – 6/30/19</b>	<b>7/1/19 – 12/31/19</b>
Indirect Costs calculated at 10% of Total Direct Costs		\$6,479	\$12,958	\$12,958	\$6,479
<b>Total Allowable Costs Per Fiscal Year</b>		<b>\$71,270</b>	<b>\$142,538</b>	<b>\$142,538</b>	<b>\$71,270</b>

Request to reallocate funding across the Kinship Engagement budget line items listed above may be submitted to County no more than one (1) time during any fiscal year (defined as July through June) and must be received by HHSA no later than April 15 of the fiscal year in question. Reallocation of funding requires written authorization by HHSA Contract Administrator no later than April 30 of the same fiscal year.



For the period July 1, 2019 through December 31, 2019, request to reallocate funding across the Kinship Engagement budget line items listed above may be submitted to County no more than one (1) time during any fiscal year (defined as July through June) and must be received by HHSa no later than October 15, 2019. Reallocation of funding requires written authorization by HHSa Contract Administrator no later than October 31, 2019.

**Invoices:**

It is a requirement of this Agreement that Contractor shall submit an original invoice, which shall act as a declaration that its contents have been reviewed and approved by Contractor. Photocopied or faxed invoices are not acceptable. Invoices with “white-out” types of corrections will not be accepted. Contractor shall ensure that only billing information is included on the invoice. Information related to Client(s) diagnosis, prognosis or treatment is not permitted on the invoice.

Contractor is required to submit monthly invoices, no later than fifteen (15) days following the end of a “service month.” For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides Client services in accordance with “Scope of Services.” Receipt by HHSa of invoices and associated paperwork submitted by Contractor for payment shall not be deemed evidence of allowable costs under this Agreement. Upon request by County, Contractor may be required to submit additional or new information, which may delay reimbursement.

Invoices for services rendered under this Agreement shall be submitted as demonstrated in the attached sample invoice, marked as Exhibit “B”, incorporated herein and made reference a part hereof. Attached to the invoice, Contractor must attach a Client List containing the following information:

- Name of Client
- Total number of hours dedicated to each service provided to the client
- Type and Number of Therapeutic Counseling Services Provided

With each invoice, Contractor must also include relevant fiscal source documentation to reasonably and adequately justify the actual expenses related to the services described herein, including but not limited to invoices, receipts, logs of mileage, or other relevant source documentation detailing the actual cost incurred.

For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following County’s receipt and approval of all valid invoice(s) identifying services rendered.

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

<b><i>For Service(s) Authorized by West Slope HHSa Staff, Please Send Invoices to:</i></b>	<b><i>For Service(s) Authorized by East Slope HHSa Staff, Please Send Invoices to:</i></b>
County of El Dorado Health and Human Services Agency Attn: Finance Unit	County of El Dorado Health and Human Services Agency Attn: Finance Unit

3057 Briw Road, Suite B Placerville, CA 95667-5321	3368 Lake Tahoe Blvd. 100 South Lake Tahoe, CA 96150-7915
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#### ARTICLE IV

**Maximum Obligation:** The maximum contractual obligation under this Agreement shall not exceed \$427,616 for all of the stated services during the term of the Agreement.

#### ARTICLE V

**Program Monitoring:** County may conduct on-site visits to the Contractor no less frequently than one (1) time per year to review compliance with this Agreement. To evaluate the performance in relation to the scope of work, unannounced site visits may be made to Contractor.

#### ARTICLE VI

**Mandated Reporter Requirements:** Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions of Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the California Penal Code, also known as The Child Abuse and Neglect Reporting Act, and the Welfare and Institutions Code section 15630 et seq. related to elder and dependent adults, as applicable.

#### ARTICLE VII

**Fingerprinting:** Pursuant to California Penal Code section 11105.3(a), "Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of section 15660 of the Welfare and Institutions Code of a person who applies for a license, employment, or volunteer position, in which he or she would have supervisory or disciplinary power over a minor or any person under his or her care." Therefore, Contractor warrants that its employees, subcontractors, assignees, volunteers and any other persons who, while providing services under this Agreement, have or may have supervisor or disciplinary power over any person or minor under his or her care, have been fingerprinted in order to determine whether they have a criminal history that would compromise the safety of persons or minors with whom they have contact in the course of provision of services under this Agreement. Contractor further warrants that said employees, subcontractors, assignees, volunteers and other persons have been cleared by Contractor to perform the services described in this Agreement. All fingerprinting services shall be at Contractor's sole expense. More specifically, Contractor agrees that:

- A. Each applicant for paid for volunteer employment by Contractor who shall or may have a supervisory or disciplinary power over a minor or any person under his or her care shall be fingerprinted in order to determine whether they have a criminal history, which would compromise the safety of such minor, or person(s) under his or her care. All fingerprinting shall be at Contractor's sole expense.

- B. The fingerprinting process as set forth above shall be completed and the results of the process shall be obtained before any of the Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work with any minor or person referred to Contractor by County. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that:
1. His or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation and;
  2. That the applicant understands that a background check shall be conducted and that he or she shall be immediately dismissed from employment if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with employment with Contractor.
- C. Contractor shall maintain, and make immediately available to County upon request, a written fingerprint certification for each employee, volunteer or applicant for paid or volunteer employment for whom fingerprinting is required as detailed above. Such certification shall state that the individual has been fingerprinted, shall provide the date of said fingerprinting, and shall state whether the process has disclosed any criminal history of the individual, which may compromise the safety of minors or other persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) by Contractor shall be retained or disposed of pursuant to current DOJ directives.

#### **ARTICLE VIII**

**Drug-Free Workplace:** Contractor agrees to maintain a drug-free workplace and remain in compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. Chapter 10) and the California Drug-Free Workplace Act of 2000 (Government Code Section 8350 et seq.) and any subsequent amendments to either Act thereto. A "Drug-Free Workplace" means the site(s) for the performance of work done by Contractor at which Contractor and employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance. A list of controlled substances can be found in Schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in Regulation 21 of the Code of Federal Regulations (CFR) 1308.11 – 1308.15.

#### **ARTICLE IX**

**Non-Discrimination:** Assurance of compliance with the County of El Dorado Health and Human Services Agency non-discrimination in State and Federally assisted programs requirement as follows:

Contractor hereby agrees that they shall comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940(c), (h), (l), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413;

Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-729938); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and State laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are non-discriminatory to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving Federal or State financial assistance; and hereby give assurance that it shall immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal and State assistance; and Contractor hereby gives assurance that administrative methods/procedures which have been the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, shall be prohibited.

By accepting this assurance, Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations, and to permit authorized CDSS or Federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code section 11135-11139.51, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on Contractor directly or through contract, license, or other provider services, as long as it receives Federal or State assistance.

County policy is intended to be consistent with the provisions of all applicable State and Federal laws.

## **ARTICLE X**

**Confidentiality and Information Security Provisions:** Contractor shall comply with applicable Federal, State, and local laws and regulations, including but not limited to the Code of Federal Regulations Title 45, parts 160-164, regarding the confidentiality and security of Personally Identifiable Information (PII).

“Personally Identifiable Information” means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

A. Permitted Uses and Disclosures of PII by Contractor.

1. Permitted Uses and Disclosures. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of 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 PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor may use or disclose PII to perform functions, activities or services identified in this Agreement provide that such use or disclosure would not violate Federal or State laws or regulations.
2. Specific Uses and Disclosure Provisions. Except as otherwise indicated in the Agreement, Contractor shall:
  - a. Use and disclose only PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and
  - b. Take all reasonable steps to destroy, or arrange for the destruction of a client's records within its custody or control containing personal information that is no longer to be retained by Contractor by (1) shredding, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

B. Responsibilities of Contractor

1. Contractor agrees to safeguards:
  - a. To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
  - b. Contractor shall restrict logical and physical access to confidential, personal (e.g. PII) or sensitive data to authorized users only; and
  - c. Contractor shall implement a system to identify appropriate authenticated information and authorized persons. If passwords are used in user authentication (e.g. username/password combination), 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 800-86 and SANS Institute Password Protection Policy.
2. 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:
  - a. Network based firewall or personal firewall; and
  - b. Continuously updated anti-virus software; and
  - c. Patch-management process including installation of all operating system/software vendor security patches.
3. Mitigation of Harmful Effects. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors.

4. Agents and Subcontractors of Contractor. The same restrictions and conditions that apply through this Agreement to Contractor, shall also apply to Contractor's subcontractors and agents.
5. Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII or data, where the information or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within two business days of discovery, at (530) 621-5565. 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 County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.

#### **ARTICLE XI**

**HIPAA Compliance:** As a condition of Contractor performing services for the County of El Dorado, Contractor agrees to fully comply with all terms and conditions of County's Business Associate Agreement, attached hereto as Exhibit C (incorporated herein and made reference a part hereof).

#### **ARTICLE XII**

**Release of Information:** Contractor shall ensure that the County of El Dorado 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 XIII**

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

#### **ARTICLE XIV**

**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 XV**

**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 XVI**

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

#### **ARTICLE XVII**

**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 XVIII**

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

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

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

## **ARTICLE XIX**

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

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



**ARTICLE 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  
3057 Briw Road  
Placerville, CA 95667  
ATTN: Contracts Unit

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
360 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

Lilliput Children's Services  
8391 Auburn Boulevard  
Citrus Heights, CA 95610  
ATTN: Karen Alvord, Executive Director, or Successor

or to such other location as the Contractor directs.

**ARTICLE XXII**

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

**ARTICLE XXIII**

**Indemnity:** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or

death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the 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**

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. Contractor shall give County at least 30 days notice before the insurance is set to expire or before contractor cancels or replaces and/or amends Contractor's coverage. In the event that Contractor's insurance is proposed to be cancelled by the insurer, Contractor agrees to notify County with in five (5) working days of receiving notice or proposed cancellation. Failure to maintain insurance as identified above shall be considered a material breach, and County may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that the County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the

- Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
  - K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
  - L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
  - M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
  - N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
  - O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

#### **ARTICLE XXV**

**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 XXVI**

**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 XXVII**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents

that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

#### **ARTICLE XXVIII**

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

#### **ARTICLE XXIX**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

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

#### **ARTICLE XXXII**

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

**ARTICLE XXXIII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Leslie Giffith, Deputy Director, or successor.

**ARTICLE XXXIV**

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

**ARTICLE XXXV**

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

**ARTICLE XXXVI**

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

**ARTICLE XXXVII**

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

**ARTICLE XXXVIII**

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

**Requesting Contract Administrator Concurrence:**

By: Leslie Griffith  
Leslie Griffith, Deputy Director  
Health and Human Services Agency

Dated: 11/22/16

**Requesting Department Head Concurrence:**

By: Patricia Charles-Heathers  
Patricia Charles-Heathers, Ph.D.  
Director  
Health and Human Services Agency

Dated: 11-22-16

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

-- COUNTY OF EL DORADO --

Dated: 12/13/16

By:   
Ron Mikulaco, Chair  
Board of Supervisors  
"County"

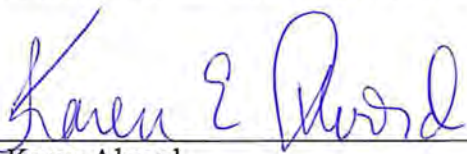
ATTEST:  
James S. Mitrisin  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 12/13/16

-- CONTRACTOR --

LILLIPUT CHILDREN'S SERVICES  
A NON-PROFIT CALIFORNIA CORPORATION

By:   
Karen Alvord  
Chief Executive Officer  
"Contractor"

Dated: 11/29/16



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

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

**BACKGROUND:**

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

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

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





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

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> <b>D - 1</b>	<b>Page Number:</b> <b>Page 2 of 13</b>
	<b>Date Adopted:</b> <b>12/22/1987</b>	<b>Revised Date:</b> <b>10/20/2009</b>

**POLICY:**

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



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

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> <b>D - 1</b>	<b>Page Number:</b> <b>Page 3 of 13</b>
	<b>Date Adopted:</b> <b>12/22/1987</b>	<b>Revised Date:</b> <b>10/20/2009</b>

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

**2. Approvals Required**

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



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

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> <b>D - 1</b>	<b>Page Number:</b> <b>Page 4 of 13</b>
	<b>Date Adopted:</b> <b>12/22/1987</b>	<b>Revised Date:</b> <b>10/20/2009</b>

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

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

**3. Travel Participants and Number**

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



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

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> D - 1	<b>Page Number:</b> Page 5 of 13
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 10/20/2009

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

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

4. Mode of Transport

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



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

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> D - 1	<b>Page Number:</b> Page 6 of 13
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 10/20/2009

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



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

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> D - 1	<b>Page Number:</b> Page 7 of 13
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 10/20/2009

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

5. Reimbursement Rates

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

b. Private Auto

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

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

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



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

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> <b>D - 1</b>	<b>Page Number:</b> <b>Page 8 of 13</b>
	<b>Date Adopted:</b> <b>12/22/1987</b>	<b>Revised Date:</b> <b>10/20/2009</b>

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

**c. Meals**

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

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



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

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

**Maximum Allowable Meal Reimbursement**

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

d. **Lodging**

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





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

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

e. Other Expenses

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

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



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

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

6. Advance Payments

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

7. Compliance - Claimant Responsibility

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

8. Procedures:

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



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



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

h. Expense Claim Form

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

## Exhibit B

165-S1711

Kinship Finding, Family Engagement, and Life Long Connections Invoice

Service Month/Year:	
Invoice/ Account Number:	
Business/Owner Name:	Lilliput Children's Services
Business Address:	8391 Auburn Blvd., Citrus Heights, CA 95610
Telephone Number:	916-323-5444

Only original invoices will be accepted. To help identify an original invoice, we would prefer vendors to use blue ink.

“White-out” corrections will not be accepted.

Service Dates	Total Billed to County of El Dorado HHSA
<b>Invoice Total</b>	

I certify the above information is true and correct to the best of my knowledge.

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

\_\_\_\_\_  
Date

<b>Send Invoice To:</b>
County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Rd, Suite B Placerville, CA 95667

<b>Index Code:</b>		<b>Sub Object:</b>		<b>User Code:</b>	
<b>Approvals:</b>					
<b>Contract Administrator:</b>		<b>Date:</b>			
<b>Director:</b>		<b>Date:</b>			

Exhibit B

Service Month/Year:					
Business/Owner Name:	Lilliput Children's Services				
Business Address:	8391 Auburn Blvd., Citrus Heights, CA 95610				
Telephone Number:	916-323-5444				
<b>Reimbursement Detail</b>					
Budget Item	Total Budgeted FY16 & FY19	Total Budgeted FY FY17 & FY18	Current Monthly Expenditure	Total Billed To Date	Balance (Budgeted - Total)
Director	\$2,344	\$4,688			
Supervisor (MSW)	\$7,501	\$15,001			
Social Worker/Engagement Staff	\$27,706	\$55,411			
Clinical Staff/ Therapist	\$3,770	\$7,540			
Search/Locator Staff	\$11,050	\$22,100			
Rent and Utilities	\$3,000	\$6,000			
Telecommunications/Phone	\$1,920	\$3,840			
Postage and Office Supplies	\$1,200	\$2,400			
Travel	\$2,700	\$5,400			
Family Support Services	\$1,350	\$2,700			
IT Search Engine	\$1,000	\$2,000			
Equipment Cost	\$1,250	\$2,500			
Indirect Costs	\$6,479	\$12,598			
Total Direct Costs Reported for this Service Month					
Total Indirect Costs Reported for this Service Month					
<b>TOTAL REIMBURSEMENT (Direct + Indirect):</b>					

## **Exhibit "C"**

### **HIPAA Business Associate Agreement**

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

#### **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.