

AGREEMENT FOR SERVICES #514-S1710
Software Reporting Assistance for Billing

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 Dimension Reports, LLC, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 237 Rochelle Court, Roseville, CA 95661, and whose Agent for Service of Process is Orri Rail, 237 Rochelle Court, Roseville, CA 95661 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide assistance with claim data for Accounts Receivable (A/R) tracking, revenue projecting, budgeting, cost report preparation and reconciliation, client and service penetration rates, and quality control tracking on a bi-weekly basis for the Health and Human Services Agency, Administration/Fiscal program; and

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

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

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

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

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide Core Reports and Supplemental Reports on a bi-weekly refresh frequency. The reports for 837 and 835 X12 HIPPA formatted files, and supplemental reports in accordance with Exhibit "A", marked "County Claim Reports Service Agreement", incorporated herein and made reference a part hereof. This software is utilized by the Fiscal Unit in the Health and Human Services Agency. In the event of any conflict between the terms and conditions of Exhibit A and the terms and conditions of these Articles, the terms and conditions of Exhibit A will prevail.

Contractor also agrees to complete one time processing of historical 4010 files.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire 36 months from date of execution

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, annually and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. Rate for this service is \$22,500.00 per year.

One-time payment for processing of historical 4010 files shall be \$2,500.00 paid within forty-five (45) days upon receipt and approved of an itemized invoice at time of processing.

Total amount of this Agreement shall not exceed \$70,000.00.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

COUNTY OF EL DORADO
ACCOUNTING
3057 BRIW ROAD, SUITE B
PLACERVILLE, CALIFORNIA 95667

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XI, Default, Termination, and Cancellation.

ARTICLE IV

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 V

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 VI

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 VII

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 VIII

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 IX

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 X

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

ARTICLE XI

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 XII

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

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD, SUITE A
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
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

DIMENSION REPORTS, LLC
P.O. BOX 2084
ROSEVILLE, CA 95661
ATTN: PRESIDENT

or to such other location as the Contractor directs.

ARTICLE XIII

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 XIV

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 XV

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. 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.
- D. 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.
- E. 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.

- F. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- G. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- M. 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.

- N. 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 XVI

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 XVII

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 XVIII

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 XIX

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder

(California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XX

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 XXI

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 XXII

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 XXIII

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 XXIV

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 XXV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Lori Walker, Chief Fiscal Officer or successor.

ARTICLE XXVI

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 XXVII

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 XXVIII

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 XXIX

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 XXX


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: 
Lori Walker
Chief Fiscal Officer

Dated: 6/9/17

Requesting Department Head Concurrence:

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

Dated: 6/9/17


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

-- COUNTY OF EL DORADO --

Dated: 6/27/2017

By: 
Shiva Frenzen, Chair
Board of Supervisors
"County"

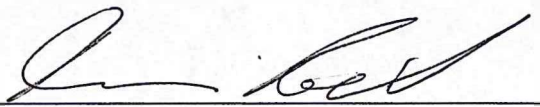
ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

By: 
Deputy Clerk

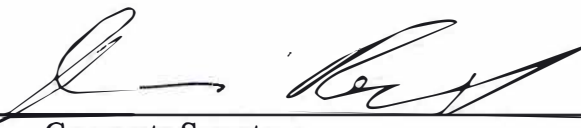
Dated: 6/27/2017

-- CONTRACTOR --

DIMENSION REPORTS, LLC

By: 
Orri Rail
Chief Executive Officer

Dated: 6-7-2017

By: 
Corporate Secretary

Dated: 6-7-2017

(slv)

EXHIBIT 1

**EL DORADO COUNTY HEALTH AND HUMAN SERVICES AGENCY
BUSINESS ASSOCIATE AGREEMENT
WITH TRADING PARTNER LANGUAGE**

THIS BUSINESS ASSOCIATE AGREEMENT is entered into effective the day of execution by and between EL DORADO COUNTY HEALTH AND HUMAN SERVICES AGENCY ("Covered Entity") and Dimension Reports LLC.

RECITALS

Whereas, EL DORADO COUNTY HEALTH AND HUMAN SERVICES AGENCY ("Covered Entity"), in its capacity as a Covered Entity under the Health Information Portability and Accountability Act of 1996 ("HIPAA") is required to enter into this Agreement to obtain satisfactory assurances that Business Associate will appropriately safeguard all Protected Health Information ("PHI") as defined herein, disclosed, used, created or received by Business Associate on behalf of Covered Entity.

Whereas, Covered Entity desires to engage Business Associate to perform certain functions for, or on behalf of, Covered Entity involving the disclosure of PHI by Covered Entity to Business Associate, or the creation or use of PHI by Business Associate on behalf of Covered Entity, and Business Associate desires to perform such functions.

Now therefore, in consideration of the mutual promises found in the Underlying Agreement and the exchange of information pursuant to this Agreement and in order to comply with all legal requirements for the protection of this information, Business Associate hereby agrees as follows:

A. Definitions of Terms

The terms in this Agreement shall have the meaning given them in the Privacy Rule except as otherwise indicated.

1. Agreement means this Business Associate Agreement.
2. Breach or Breached shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted under 45 C.F.R. Section 164.402 which Compromises the Security or Privacy of PHI.
3. Business Associate shall have the meaning given to such term in 45 C.F.R. section 160.103.
4. C.F.R. shall mean the Code of Federal Regulations.
5. Compromises the Security or Privacy of PHI shall have the meaning given to it in 45 C.F.R. Section 164.402, and includes, but is not necessarily limited to an unauthorized acquisition, access, use or disclosure that poses a significant risk of financial, reputational or other harm to the Individual.

6. Covered Entity shall have the meaning given to such term in 45 C.F.R. Section 160.103 and includes the Covered Entity
7. Designated Record Set shall have the meaning given to such term in 45 C.F.R. Section 164.501.
8. HIPAA means the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191), as amended.
9. Individual shall have the meaning given to such term in 45 CFR section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR section 164.502(g).
10. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended from time to time, and applicable State privacy laws to the extent that they are not federally preempted.
11. Protected Health Information or PHI shall have the meaning given to such term in 45 C.F.R. section 164.501.
12. Underlying Agreement shall mean the agreement, contract, or invoice under which Business Associate is disclosing, using, creating, or receiving PHI on Covered Entity's behalf.
13. Unsecured PHI shall have the meaning given to it in 45 C.F.R. Section 164.402 and includes, but is not necessarily limited to PHI has not been rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the Guidance issued on April 27, 2009 at 74 Fed. Reg. No. 79, pp. 19006 et seq.

B. Obligations of Business Associate.

1. Permitted Uses and Disclosures. Business Associate may not use or disclose PHI received or created pursuant to this Agreement except as follows:
 - a. If necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate, provided that:
 - i. Uses or disclosures are required or permitted by law; or
 - ii. Business Associate obtains reasonable assurances from the person/entity to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person/entity; and
 - iii. The person/entity notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - b. Notwithstanding provisions a. and b. above, any use or disclosure of PHI shall be consistent with the Privacy Rule.

2. Ownership of PHI. The PHI and any related information created or received from or on behalf of Covered Entity is and shall remain the property of Covered Entity. Business Associate agrees that it acquires no title or rights to the PHI and any related information, including any de-identified information.
3. Disclosure Accounting. In the event that Business Associate makes any disclosures of PHI that are subject to the accounting requirements of 45 C.F.R. section 164.528, Business Associate promptly shall report such disclosures to Covered Entity. The notice by Business Associate to Covered Entity of the disclosure shall include the name of the person and Covered Entity affiliation to whom the PHI was disclosed and the date of the disclosure. Business Associate shall maintain a record of each such disclosure, including the date of the disclosure, the name and, if available, the address of the recipient of the PHI, a brief description of the PHI disclosed and a brief description of the purpose of the disclosure. Business Associate shall maintain this record for a period of six (6) years and make available to Covered Entity upon request in an electronic format so that Covered Entity may meet its disclosure accounting obligations under 45 C.F.R. section 164.528.
4. Access to PHI by Individuals. Business Associate shall cooperate with Covered Entity to fulfill all requests by Individuals for access to the Individual's PHI that are approved by Covered Entity. Business Associate shall cooperate with Covered Entity in all respects necessary for Covered Entity to comply with 45 C.F.R. section 164.524. If Business Associate receives a request from an Individual for access to PHI, Business Associate immediately shall forward such request to Covered Entity. Covered Entity shall be solely responsible for determining the scope of PHI and Designated Record Set with respect to each request by an Individual for access to PHI. If Business Associate maintains PHI in a Designated Record Set on behalf of Covered Entity, Business Associate shall permit any Individual, upon notice by Covered Entity, to access and obtain copies of the Individual's PHI in accordance with 45 C.F.R. 164.524. Business Associate shall make the PHI available in the format requested by the Individual and approved by Covered Entity, unless the PHI is not readily producible in such format, in which case the PHI shall be produced in hard copy format. Business Associate may not charge the Individual any fees for such access to PHI.
5. Access to Business Associate's Books and Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of Health and Human Services for purposes of determining Covered Entity's compliance with the HIPAA laws and regulations. Upon reasonable notice to Business Associate and during Business Associate's normal business hours, Business Associate shall make such internal practices, books and records available to Covered Entity to inspect for purposes of determining compliance with this Agreement.

6. Amendment of PHI. Should Business Associate maintain PHI in a Designated Record Set, Business Associate shall incorporate all amendments to PHI in a Designated Record Set, as directed and in accordance with the time frames specified by Covered Entity. Within five (5) business days following Business Associate's amendment of PHI as directed by Covered Entity, Business Associate shall provide written notice to Covered Entity confirming that Business Associate has made the amendments to PHI as directed by Covered Entity and containing any other information as may be necessary for Covered Entity to provide adequate notice to the Individual in accordance with 45 C.F.R. section 164.526.

7. Security and Privacy Safeguards. Business Associate shall:

(a) Implement safeguards, policies and procedures that reasonably and appropriately protect the confidentiality, security, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(b) Ensure that any agent, including a subcontractor, to whom it provides this information agrees to implement reasonable and appropriate safeguards.

(c) Make its policies and procedures, and documentation required by this subpart relating to such safeguards, available to the Covered Entity and to the Secretary for purposes of determining the Covered Entity's compliance with this subpart. And

(d) Authorize termination of the contract by the Covered Entity if the Covered Entity determines that the Business Associate has violated a material term of the contract.

(e) Not sell or receive payment for, or permit its employees, agents, representatives or sub-Business Associates to sell or receive payment for PHI or other electronic health records of an Individual without the written authorization of the individual and of the Covered Entity.

(f) Comply with the provisions of HIPAA, HIPAA security standards and the Privacy Rule to the extent required by 42 USC 17931.

The terms of this Section and Section 8 of the Agreement will survive the termination or expiration of this Agreement.

8.

Reporting.

(a) As required in 45 C.F.R. Section 164.410, Business Associate shall notify the Covered Entity of any security incident or Breach of Unsecured PHI of which it has knowledge as soon as possible but in no event later than sixty (60) days after discovery of the breach, unless such notice is delayed for no longer than thirty (30) days at the request of law enforcement due to the potential to impede a criminal investigation or damage national security. In the notice provided to Covered Entity by Business Associate regarding unauthorized uses and/or disclosures of PHI, security incidents or Breaches of Unsecured PHI, Business Associate shall describe the remedial or other actions undertaken or proposed to be undertaken regarding the unauthorized use or disclosure of PHI.

(b) Business Associate understands that, pursuant to the Privacy Rule, Covered Entity must send written notice to the Individual of any Breach of PHI that Compromises the Security or Privacy of PHI. If the Breach affects the PHI of more than 500 Individuals, the Covered Entity must also notify the Secretary of the US Department of Health and Human Services and one or more prominent media outlets in the State or jurisdiction of the Breach. Business Associate shall provide any information needed by Covered Entity to prepare that notice.

(c) Business Associate shall also report to the Covered Entity any complaints by an Individual about the privacy policies of the Covered Entity or Business Associate. Business Associate may not retaliate or discriminate against, coerce, intimidate, or take any action against an Individual who exercises his/her rights under the Privacy Rule, including but not limited to the right to complain about Business Associate's privacy practices and/or policies. Nor may Business Associate require an Individual to waive his or her rights under the Privacy Rule as a condition of treatment or eligibility for benefits.

9. Mitigating Unauthorized Uses and Disclosures of PHI. Business Associate shall use its best efforts to mitigate the deleterious effects of any use or disclosure of PHI not authorized by this Agreement.
10. Affiliates, Agents, Subsidiaries and Sub-Business Associates. Business Associate shall require that any agents, affiliates, subsidiaries or sub-Business Associates, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agree in writing to the same use and disclosure restrictions imposed on Business Associate by this Agreement and by HIPAA.
11. Trading Partners.
 - (a) If Business Associate is also a trading partner of Covered Entity, Business Associate shall conduct all or part of a transaction on behalf of the covered entity, the business associate must:
 - (i) Comply with all applicable requirements of HIPAA, including but not limited to Part 162, Subpart I concerning standard transactions; and
 - (ii) Require any agent or subcontractor to comply with HIPAA, including but not limited to, all applicable requirements pertaining to standard transactions.
 - (b) Neither party shall be required under this Agreement or any other agreement to do any of the following that affects the Transaction Rules implementation specifications:
 - (i) Change the definition, data condition, or use of a data element or segment in a standard.
 - (ii) Add any data elements or segments to the maximum defined data set.

- (iii) Use any code or data elements that are either marked "not used" in the standard's implementation specification or are not in the standard's implementation specification(s).
- (iv) Change the meaning or intent of the standard's implementation specification(s).

C. Term and Termination.

1. Term. The term of this Agreement coincides with the term of the Underlying Agreement. Upon termination of the Underlying Agreement, this Agreement shall become of no further force or effect whatsoever and each of the parties hereto shall be relieved and discharged here from, unless otherwise provided in this Agreement.
2. Termination by Breach. Covered Entity, at its sole option and without offering an opportunity to cure, may terminate immediately this Agreement and the Underlying Agreement if Covered Entity determines that Business Associate has violated a material term of this Agreement.
3. Effects of Termination; Disposal of PHI. Upon termination of this Agreement, Business Associate shall recover all PHI that is in the possession of Business Associate's agents, affiliates, subsidiaries or sub-Business Associates. Business Associate shall return to Covered Entity or destroy all PHI that Business Associate obtained or maintained pursuant to this Agreement on behalf of Covered Entity. If the parties agree at that time that the return or destruction of PHI is not feasible, Business Associate shall extend the protections provided under this Agreement to such PHI, and limit further use or disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible. If the parties agree at the time of termination of this Agreement that it is infeasible for the Business Associate to recover all PHI in the possession of Business Associate's agents, affiliates, subsidiaries or sub-Business Associates, Business Associate shall provide written notice to Covered Entity regarding the nature of the unfeasibility and Business Associate shall require that its agents, affiliates, subsidiaries and sub-Business Associates agree to the extension of all protections, limitations and restrictions required of Business Associate hereunder. The terms of this paragraph will survive the termination or expiration of this Agreement.
4. Remedies. Notwithstanding any rights or remedies under the Agreement or provided by law, Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate, or any of its agents, affiliates, subsidiaries or sub-Business Associates.

D. Miscellaneous.

1. Business Associate's Compliance with HIPAA. Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business

Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and shall indemnify and shall hold the Covered Entity harmless from any loss occasioned as a result of Business Associate's failure to meet its obligations under this Agreement.

2. Change in Law. In the event that there are subsequent changes or clarifications of federal or state statutes, regulations or rules relating to Agreement, the parties agree to comply with such changes or clarifications without the need for formal amendment to the Agreement. In the event that there shall be a change in the federal or state statutes, regulations, or rules of any interpretation or any such statute, regulation or rule, or general instructions which may render any of the material terms of this Agreement unlawful or unenforceable, or materially affects the financial arrangement contained in this Agreement, Business Associate may, by providing advanced written notice, propose an amendment to this Agreement addressing such issues. If, within fifteen (15) days following the notice, the parties are unable to agree upon such amendments, either party may terminate this Agreement by giving the other party at least thirty (30) days written notice.
3. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
4. Governing Law. This Agreement shall be construed broadly to implement and comply with the requirements relating to the federal and state privacy statutes and regulations, including but not limited to Health Insurance Portability and Accountability Act and California Confidentiality of Medical Information Act. All other aspects of this Agreement shall be governed under the laws of the State of California and venue for any actions relating to this Agreement shall be in El Dorado County, California.
5. Assignment/Subcontracting. Business Associate may not assign or subcontract the rights or obligations under this Agreement without the express written consent of Covered Entity. Covered Entity may assign its rights and obligations under this Agreement to any successor or affiliated entity.
6. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

7. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and any agents, affiliates, subsidiaries, sub-Business Associates or employees assisting Business Associate in the fulfillment of its obligations under this Agreement, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, except where Business Associate or its agents, affiliates, subsidiaries, sub-Business Associates or employees are a named adverse party.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement on the date(s) specified below.

EL DORADO COUNTY:

SIGNED IN COUNTER PART
Lori Walker, Chief Financial Officer Date

DIMENSION REPORTS LLC:

[Signature] 6-7-2017
Orri Rail, Chief Executive Officer Date

7. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and any agents, affiliates, subsidiaries, sub-Business Associates or employees assisting Business Associate in the fulfillment of its obligations under this Agreement, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, except where Business Associate or its agents, affiliates, subsidiaries, sub-Business Associates or employees are a named adverse party.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement on the date(s) specified below.

EL DORADO COUNTY:

 _____ 6/9/17
Lori Walker, Chief Financial Officer Date

DIMENSION REPORTS LLC:

~~_____~~ SIGNED IN COUNTERPART
Orri Rail, Chief Executive Officer Date