

ORIGINAL

AGREEMENT FOR SERVICES #188-S1610 (#3093) AMENDMENT III

Telephone Exchange Services for the Health and Human Services Agency
(Adult Protective Services, Child Welfare Services, Mental Health,
Public Guardian, Public Health, and Substance Use Disorder)

This Amendment III to that Agreement for Services #188-S1610, 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 New Connections Communication Services, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 319 Blue Peacock Way, Suite 1, Seymour, TN 37865, and whose local place of business is 2550 Ninth Street, Suite 113, Berkeley, CA 94710; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide telephone exchange services for the County of El Dorado Health and Human Services Agency, Adult Protective Services, Child Welfare Services, Mental Health (hereinafter referred to as "Behavioral Health"), Public Health, and Substance Use Disorder programs, in accordance with Agreement for Services #188-S1610, dated April 5, 2016, Amendment I, dated June 14, 2016, and Amendment II, dated November 26, 2018, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to add Exhibit J to add a program protocol for Substance Use Disorder Services (SUD), hereby amending **ARTICLE I – Scope of Services**; and

WHEREAS, the parties hereto have mutually agreed to amend and extend the term of said Agreement by one (1) additional year, hereby amending **ARTICLE II - Term**; and

WHEREAS, the parties hereto have mutually agreed to amend and replace Exhibit H "New Connections Communication Services, Inc., Rates," with Exhibit H – AMD III "New Connections Communication Services, Inc., Rates," hereby amending **ARTICLE III – Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to amend and replace **ARTICLE XXIV – Administrator**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #188-S1610 shall be amended a Third time as follows:

1) Article I is hereby amended in its entirety to read as follows:

ARTICLE I

Scope of Services: All services provided pursuant to this Agreement shall be in accordance with the terms and conditions set forth herein as well as those set forth in Exhibit A to the original Agreement.

Contractor agrees to perform services necessary to provide after hours, weekend, emergency, and holiday telephone and pager exchange services for the Health and Human Services Agency’s (HHSA), Adult Protective Services, Behavioral Health, Child Welfare Services, Public Guardian, Public Health, and Substance Use Disorder Programs located in Placerville, California and in South Lake Tahoe, California.

A. Contractor shall:

1. Answer telephone calls with appropriate individualized greeting as instructed in Exhibits B through F to the original Agreement and Exhibit J, attached hereto and incorporated by reference herein, for each of the HHSA programs identified above.
2. Answer all telephone calls within three (3) rings.
3. Provide services at the following times:

Monday through Friday	5:00 p.m. to 8:00 a.m. Pacific Standard Time.
Saturday and Sunday	5:00 p.m. Friday through 8:00 a.m. Monday Pacific Standard Time.
Emergency basis	As requested by County
County Holidays	24 hours, beginning 5:00 p.m. the day prior to the County Holiday and continuing through 8:00 a.m. the next workday (see Exhibit to the original Agreement.
As needed	Other days and hours as specified by the applicable HHSA Division.
Other	Contractor may unexpectedly and occasionally receive HHSA telephone calls during normal business hours, i.e. Monday through Friday from 8:00 a.m. to 5:00 p.m. Pacific Standard Time, due to unforeseen circumstances that affect HHSA’s ability to answer their telephones. Examples of unforeseen circumstances include, but are not limited to, power outages, building evacuations, weather closures of County buildings, telephone overload, etc.

4. Interpretation Services: At any such time interpretation services are required to support communication with callers, Contractor shall use its own staff interpreters. In the event Contractor’s interpreters are not available, Contractor will patch the caller and appropriate MHD or PHD staff to the County’s contracted interpreting service.
5. Call Logs: By 8:00 a.m. Pacific Standard Time each business morning, send as an attachment to a secure (encrypted) e-mail, a copy of Contractor’s call log(s) of all calls and messages received and actions taken for that particular shift and specific to

each location, to designated HHSA staff. Call logs for the MHD shall be sent via facsimile. Additionally, County may, from time-to-time, request a separate report of all calls and messages received and actions taken for a specific period of time. Contractor will provide such report within forty-eight (48) hours of receiving such a request.

6. Provide County with a toll free number that HHSA will use to forward after-hours telephone calls.
7. Prior to the commencement of work for any services NOT explicitly addressed under "Scope of Service" or "Compensation", written approval must be received from the HHSA Director, Assistant/Deputy Directors, or Chief Fiscal Officer before providing services.
8. Upon specific request by HHSA, provide access to any recorded telephone calls received by Contractor. Cost for such service shall be based on each individual recorded telephone call and must be pre-authorized and approved by the HHSA Director, or Assistant/Deputy Directors, or Chief Fiscal Officer.

B. Health And Human Services Agency shall:

1. Forward telephone calls to Contractor during the agreed-upon hours, weekends, and holidays and other hours as requested by County.
2. Provide Contractor a list of County-approved holidays annually.
3. Promptly update the "on-call" schedule that identifies the name and contact information of the "on-call" staff through the Contractor's website. If updates are sent to Contractor via e-mail for Contractor to update the schedule, the respective program will be assessed Contractor's monthly fee for Contractor to update the schedule.
4. After unforeseen circumstances in which HHSA knowingly cannot answer phones, HHSA will immediately inform Contractor when HHSA telephones are back online and to retrieve messages.

2) Article II is hereby amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement, as amended, shall become effective upon final execution by both parties hereto and shall cover the period of April 20, 2016 through April 30, 2020.

3) Article III is hereby amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: Contractor shall submit monthly invoices no later than thirty (30) days following the end of a "service month" except in those instances where Contractor obtains written approval from County Health and Human Services Agency Director or Director's designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with the Article titled "Scope of Services."

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

For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit H – AMDT III, "New Connections Communication Services, Inc., RATES," incorporated herein and made by reference a part hereof.

The maximum contractual obligation of the County for the term of this Agreement shall not exceed \$125,000.00.

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
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, California 95667
Attn: Fiscal Unit

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required, pursuant to 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.

4) Article XXIV is hereby amended in its entirety to read as follows:

ARTICLE XXIV

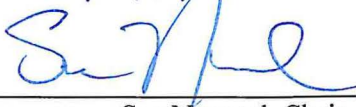
Administrator: The County Officer or employee with responsibility for administering this Agreement is Leslie Griffith, Assistant Director, Child Welfare Services, Health and Human Services Agency, or successor.

Except as herein amended, all other parts and sections of that Agreement #188-S1610 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to that Agreement for Services #188-S1610 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 4/9/19

By: 
Sue Novasel, Chair
Board of Supervisors
"County"

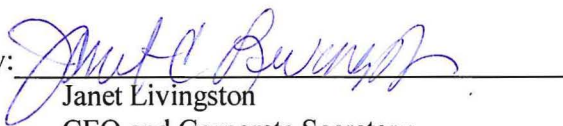
ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 4/9/19

-- CONTRACTOR --

NEW CONNECTIONS COMMUNICATION SERVICES, INC.
(A CALIFORNIA CORPORATION)

By: 
Janet Livingston
CEO and Corporate Secretary
"Contractor"

Dated: 3/28/19

EXHIBIT H – AMD III
New Connections Communications Services, Inc. Rates

Account Setup Fee	\$75.00 Per New Account
Base Rate	\$25.00 Per Month/Per Account
Monthly Usage (0 – 1,000 Minutes)	\$0.95 Per Minute
Monthly Usage (1,001 – 2,500 Minutes)	\$0.92 Per Minute
Monthly Usage (2,501 – 4,000 Minutes)	\$0.89 Per Minute
Monthly Usage (4,001 – \$5,500 Minutes)	\$0.86 Per Minute
Monthly Usage (5,501 + Minutes)	\$0.86 Per Minute
Transferring / Patching Calls	\$0.15 Per Minute
Updating On-Call Schedule If Updated by New Connections	\$50.00 Applied Per Division/Program
Fax Delivery of Call Logs	\$25.00 Applied Per Division/Program
Email Delivery of Call Logs	Free
Front-End Greeting & Changes	\$0.12 Per Minute
Voice Mail Box	\$25 for 100 Minutes; \$0.12 Overage

Billing is calendar month. All agent time is billed in per second increments.

EXHIBIT J

County of El Dorado, Health and Human Services Agency
Substance Use Disorder Services (SUDS) Program Protocol
For Handling After-Hours Telephone Calls

And Ensuing Call Logs for:

530-621-6290	West Slope SUDS
530-573-7970	SLT SUDS
800-929-1955	24/7 Access Line

Handling of Incoming Telephone Calls by Service

The answering service (Service) shall accept incoming calls for the Substance Use Disorder Services (SUDS) Program. Incoming collect calls shall not be accepted.

Determining the Preferred Language, Nature of the Call, and Contacting After-Hours Staff

A) All Incoming Calls:

- 1) The Service shall ask the caller their preferred language for the call and log the caller's response. The Service shall proceed with the call in the preferred language, accessing interpreter services as needed.

B) 24/7 Access Line (800-929-1955):

- 1) For any incoming calls, twenty-four (24) hours per day, seven (7) days per week, Service will first ascertain the following information:
 - a) ***Is this an emergency requiring police, ambulance or fire?*** If caller indicates this is an emergency, facilitate contacting local 911 dispatch at 530-626-4911. Log the outcome of the call being connected to local 911 dispatch.
 - b) ***Are you having a mental health crisis?*** If the caller indicates yes, the Service shall ascertain the caller's location (South Lake Tahoe or West Slope/Placerville area) and follow the protocol in EXHIBIT F under paragraphs 2 or 3 in order to connect the caller with Psychiatric Emergency Services (PES). Log the outcome of the call as being connected to a MH PES staff.

EXHIBIT J

- 2) If the caller is Requesting SUDS services:
 - a) If during business hours:
 - (i) Read the following to the caller: ***“To have substance use disorder services from the County, you must first be assessed. A staff member will collect your registration information. If the staff member is helping other people, you may have to leave a voice mail with your name and phone number. Once your request for service is made, you will get a call from a Clinician to do a phone assessment within 10 business days. I’ll transfer you to the staff member now.”***
 - (ii) Connect the caller directly to (530) 621-6290 and log that as the outcome of the call.
 - b) If after business hours:
 - (i) Read the following to the caller: ***“To have substance use disorder services from the County, you must first be assessed. A staff member will collect your registration information. Once your request for service is made, you will get a call from a Clinician to do a phone assessment within 10 business days. Their office is closed now, but I will give them your name and phone number to call you when they are open.”***
 - (ii) Log the caller’s name and phone number and log the call as “Request for Service”.
 - c) If the caller states they cannot wait 10 business days, the Service shall call SUDS staff using the “On Call” schedule and associated staff phone numbers. Services shall patch the call to the SUDS staff or staff shall be given caller's number. If no response is received from SUDS staff within fifteen (15) minutes, Service will contact On-Call SUDS Supervisor.
 - (i) Log the caller’s name and phone number and log the call as being connected to SUDS staff.
 - d) If the caller declines to complete a Request for Services at this point, log the call outcome “Declined Request for Service”.

EXHIBIT J

- 3) Asking about the Problem Resolution Process (keywords the caller may use: Grievance, Appeal, Fair Hearing, Patient's Rights, Complaint):
- a) Read the following to the caller: ***"You may file a "grievance" to tell SUDS about your concern. If you have Medi-Cal and were denied service, you may file an "appeal". Both forms can be picked up at the SUDS office or from their web page, or the forms can be mailed to you. If you already filed an appeal and it was denied, you may ask for a "fair hearing". The county is required to assist you to complete these forms upon your request. This includes, but is not limited to, auxiliary aids and services such as providing interpreter services and toll-free numbers that have adequate TTY/TTD and interpreter capability. For more information, you may call the Patients' Rights Advocate at 530-621-6183 or the SUDS Utilization Review Supervisor at 530-621-6146 when their office is open. Would you like any of the forms mailed to you?"***
- (i) If the caller would like assistance in completion of forms or forms mailed to them, ask for their name, phone number and mailing address. Enter that information into the call log.
- (ii) Log the call as "Problem Resolution Process."
- 4) Seeking General Information About Services:
- a) Read the following to the caller: ***"Substance Use Treatment services may include groups, medication and counseling; a 24-hour access line; withdrawal management and/or short term residential treatment. SUD offices are located in South Lake Tahoe and Placerville. For more information about services, you can call back during business hours or I can have someone call you. You can also look at their webpage."***
- (i) Provide SUD phone number 530-621-6201 or webpage address to the caller.
- (ii) Log the call as "General Information."

EXHIBIT J

C) After Hour Call Logs

- 1) By 8:00 a.m. Pacific Standard Time each business morning, Service shall send, via fax (530-295-2596), a copy of Service's Call Log(s) to staff designated to receive same, of all calls and messages received and actions taken for that particular shift.

Substance Use Disorder Services Telephone and Fax numbers:

24/7 Access Line..... (800) 929-1955

South Lake Tahoe Office

1900 Lake Tahoe Boulevard

South Lake Tahoe, CA 96150

SLT Office (530) 573-7970

SLT Crisis Line..... (530) 544-2219

Placerville Office (West Slope)

929 Spring Street

Placerville, CA 95667

WS Office (530) 621-6290

WS Crisis Line..... (530) 622-3345

Webpage..... www.edcgov.us/MentalHealth/

Click on the "Substance Use Disorder Services" section

Fax line for all Call Logs..... (530) 295-2596