

AGREEMENT FOR SERVICES #423-S1211
Telemedicine Services – Clinicians Telemed Medical Group, Inc.

THIS AGREEMENT made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as COUNTY) and Clinicians Telemed Medical Group, Inc., a California corporation duly qualified to conduct business in the State of California, whose principal place of business is 1801 16th Street, Suite B, Bakersfield, CA 93301 (hereinafter referred to as CONTRACTOR);

RECITALS

WHEREAS, COUNTY has determined that it is necessary to obtain a contractor to provide healthcare consultative, diagnostic and treatment planning services utilizing audio, video and/or data communications; and

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

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

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

NOW, THEREFORE, COUNTY and CONTRACTOR mutually agree as follows:

Article I. SCOPE OF SERVICES

Section 1.01 CONTRACTOR Responsibilities

CONTRACTOR acknowledges that this Agreement is funded in whole or in part with funds from the State of California and Federal Government.

(a) Physician Services

During the term of this Agreement, CONTRACTOR agrees to provide the services of duly qualified and licensed physicians (each a “Designated Physician”), to perform or do the following:

- (i) Perform and deliver consultative, diagnostic and/or treatment, and treatment planning services at the request of COUNTY in the medical specialties described herein, for COUNTY patients through interactive audio, video and/or data communications located in the consultation site, maintained by CONTRACTOR as set forth in Section 1.01(j) and the remote sites, maintained by COUNTY as set forth in Section 1.02(a), as scheduled;
- (ii) Prepare and submit complete and accurate reports with respect to the services rendered to the COUNTY’s patients, and such other patient information or reports as may be reasonably requested by COUNTY and as may be necessary to create a hospital or clinic health record meeting applicable licensing, accreditation, certification and billing standards;
- (iii) Maintain appropriate medical records documenting the telemedicine encounters in accordance with CONTRACTOR’s standard file maintenance and retention policies otherwise applicable to its own patients. CONTRACTOR shall utilize COUNTY’s InterTrac (or subsequent replacement software) patient record system via direct look up using Virtual Private Network (VPN) access to document psychiatric services rendered by Designated Physician. InterTrac (or subsequent replacement software) notes (e.g. medical service progress notes, psychiatric evaluations, and medication notes) upon completion will be printed, signed by Designated Physician, and the signed originals will be mailed to COUNTY within thirty (30) days following the last day of the month in which the service was provided;
- (iv) Perform such other and further services as mutually agreed to in writing by both parties; and
- (v) Review the patient’s consent (as specified Section 1.02(c)(i)) prior to providing services, for telemedicine services and determine whether it is adequate. CONTRACTOR shall not perform telemedicine services without an adequate informed consent.

(b) Designated Physicians’ Qualifications

CONTRACTOR represents to COUNTY that each Designated Physician shall at all times during the term of this Agreement:

- (i) Be duly qualified and licensed to practice medicine in the State of California.
- (ii) Hold a current Drug Enforcement Agency narcotic registration certificate, where applicable;
- (iii) Maintain all required professional credentials and meet all continuing education requirements necessary to retain board certification or eligibility in the applicable

medical specialty;

- (iv) Maintain Professional Liability insurance as defined in Section 17.02.
- (v) Possess the qualifications and skills necessary to perform the services required under this Agreement; and
- (vi) Maintain current status as a Medicare/Medi-Cal provider.

(c) Method of Performing Services

CONTRACTOR or the Designated Physician shall determine the method, details, and means of performing the services described above; provided, however, such services shall be performed in accordance with currently approved and accepted medical standards and procedures, and shall comply with all applicable administrative and clinical rules, procedures and/or regulations concerning the provision of telemedicine services as may be set forth in CONTRACTOR's operating or procedural manuals or as may be otherwise established from time-to-time by CONTRACTOR or required by applicable law, regulation or accreditation or certification standards or COUNTY policy and procedure manuals.

(d) Time for Performing Services

CONTRACTOR shall cause its Designated Physicians to be available to provide services for COUNTY's patients at such times or on such schedules as shall from time-to-time be mutually agreed to in writing by CONTRACTOR and COUNTY. Schedules shall be reviewed monthly by COUNTY and requested changes will be submitted in writing to CONTRACTOR for agreement in advance of scheduling clients.

(e) Compliance with California and Federal Statutes

CONTRACTOR shall cooperate with COUNTY so that COUNTY may meet or satisfy any requirements imposed on it by Title 42, Code of Federal Regulations (CFR), Part 438, and Title 9, California Code of Regulations (CCR), Chapter 11. CONTRACTOR shall cause each Designated Physician to maintain such records and provide such information to COUNTY and to applicable State and Federal regulatory agencies for compliance as may be required by applicable law. Such obligations shall survive the termination of this Agreement.

CONTRACTOR further agrees to permit access to and inspection by COUNTY, the California Medical Board, the California Department of Health Services, the United States Department of Health and Human Services, and the Comptroller General of the United States, at all reasonable times and upon demand, of all those facilities, books and records maintained or utilized by the CONTRACTOR and each Designated Physician in the performance of services pursuant to this Agreement.

(f) Nondiscrimination

CONTRACTOR and each Designated Physician agree:

- (i) During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractors shall insure that the evaluation and

treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (Title 2 CCR, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 CCR, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- (ii) Consistent with the requirements of applicable Federal or State law, the CONTRACTOR shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap.
- (iii) The CONTRACTOR shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified disabled persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- (iv) Notwithstanding other provisions of this section, the CONTRACTOR may require a determination of medical necessity pursuant to Title 9 CCR, Section 1820.205, Section 1830.205 or Section 1830.210, prior to providing covered services to a beneficiary.
- (v) CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

(g) Maintenance of CONTRACTOR Facility

At all times during the term of this Agreement, CONTRACTOR shall maintain all furniture, equipment, and fixtures located in CONTRACTOR's consultation sites in good order, working condition, and repair. CONTRACTOR is responsible for all costs, services, subscriptions, outside services and other fees related to the provisioning and ongoing support of compatible network connectivity for the consultation sites.

(h) Disclosure of Information

Except as otherwise required during the performance of services by the Designated Physicians pursuant to this Agreement, neither CONTRACTOR nor any Designated Physician shall, during the term of this Agreement or at any time after the termination of this Agreement, without the written authorization of COUNTY, disclose to any other person or entity, or make use of for their own benefit, any files, records, reports, or other written private or proprietary information concerning the patients, business, methods, operations, financing or services of COUNTY. At the termination of this Agreement, CONTRACTOR shall promptly return to COUNTY all such proprietary information in Physician's possession.

(i) **Patient Information**

CONTRACTOR and each Designated Physician specifically agree to comply with the requirements of the California Confidentiality of Medical Information Act (“CMIA”) and the Federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as referenced in Article XIII herein. Any failure by CONTRACTOR or a Designated Physician to comply with the applicable CMIA or HIPAA privacy rules shall result, at COUNTY’s election, in the immediate termination of this Agreement.

(j) **Remote Access**

CONTRACTOR and each Designated Physician specifically agree to comply with and sign Exhibit A, marked Remote Access Request Form, incorporated herein and made by reference a part hereof.

As a user of the COUNTY’s information technology resources, CONTRACTOR and each Designated Physician may have access to sensitive resources that are connected through the COUNTY network. To assure security throughout the entire COUNTY network, it is critical that all users actively support and fully comply with the measures described in Exhibit B, marked El Dorado County Computer and Network Resource Usage Policies and Standards Guide incorporated herein and made by reference a part hereof. CONTRACTOR also agrees to have Designated Physicians with access to COUNTY computers or software via VPN sign the County User Agreement, which is contained on page I2 of Exhibit B.

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

CONTRACTOR and each Designated Physician specifically agree to act at all times in accordance with all applicable laws and COUNTY policies, rules and procedures, and further agree that they will not use COUNTY information technology resources in an improper or unauthorized manner.

Section 1.02 COUNTY Responsibilities

(a) **Remote Sites**

COUNTY shall provide the required telemedicine equipment, set forth below in its remote sites in Placerville and/or South Lake Tahoe, and shall, during the term of this Agreement, maintain all furniture, equipment, and fixtures located in the remote sites in good order, working condition, and repair.

Equipment to be provided and maintained by COUNTY:

- Camera: Tandberg 550 or equivalent.
- Display
- Static IP Address

- High Speed Internet Connection business line with minimum speed up and down of 768kb/s.

COUNTY is responsible for all costs, services, subscriptions, outside services and other fees related to the provisioning and ongoing support of compatible network connectivity for the remote sites. COUNTY represents and warrants to CONTRACTOR that at all times during the term of this Agreement, the remote sites will be facilities that are otherwise eligible to be originating sites for the receipt of telemedicine services under applicable State and/or Federal laws, including but not limited to, the rules and regulations promulgated by the Center for Medicare and Medicaid Services (CMS).

(b) Telemedicine Coordinator (TM Coordinator)

At all times during the term of this Agreement, COUNTY shall provide and designate one (1) or more of its employees or staff who will be responsible for scheduling, obtaining and communicating necessary information to CONTRACTOR and its Designated Physicians, coordinating the presentation of COUNTY's patients, and other duties to ensure the successful presentation of the patient to CONTRACTOR's Designated Physician in connection with the rendering of services.

(c) COUNTY's Patients

With respect to each of COUNTY's patients for whom services are to be provided by CONTRACTOR's Designated Physicians pursuant to this Agreement, COUNTY agrees to obtain, or provide, at its cost and expense, the following:

- (i) A Patient Consent Form, incorporated herein as Exhibit C and made by reference a part hereof, from the patient or the patient's legal representative prior to the delivery of the services by CONTRACTOR's Designated Physician.
- (ii) All information concerning COUNTY's patient which is necessary and appropriate for the provision of services, prior to CONTRACTOR's delivery of services, including, but not limited to:
 - 1) the services that are requested to be performed with respect to the patient;
 - 2) the patient's eligibility to receive the requested services; and
 - 3) the patient's medical history, vitals (as needed), labs, and test results related to the condition being presented and for which the services are to be performed.

The foregoing information shall be available to CONTRACTOR via direct look up using VPN access to the InterTrac (or subsequent replacement software) medical records system.

- (iii) At the time that the services are delivered to COUNTY's patient at a remote site, the patient shall be presented by COUNTY's staff, medical personnel and/or the patient's primary care physician who is otherwise qualified to interact with the Designated Physician in connection with the delivery of services pursuant to protocols, processes and procedures as agreed upon by COUNTY Mental Health Medical Director, or designee, and CONTRACTOR.

(d) **Patient Records and Files**

COUNTY shall keep, maintain, and store all business records and patient files relating to COUNTY's patients for whom services are rendered by CONTRACTOR pursuant to this Agreement. All original patient records shall remain the property of COUNTY; provided, however, CONTRACTOR shall have the right, both during and following the termination of this Agreement, to inspect and copy any such records or files relating to the services performed by the Designated Physicians for any reasonable or necessary medical, business, governmental or other legal purpose permitted by applicable law and regulation.

(e) **Cooperation of COUNTY**

The COUNTY agrees to comply with all reasonable requests of CONTRACTOR or the Designated Physicians, and shall provide CONTRACTOR or the Designated Physicians with or access to all documents or information reasonably necessary to the performance of the Designated Physician's services pursuant to this Agreement.

Section 1.03 Evaluation of CONTRACTOR's Performance

The CONTRACTOR's performance under this Agreement shall be evaluated by the COUNTY after completion of the Agreement. A copy of any written evaluation shall be maintained in the COUNTY contract file.

Each service to be approved under this Agreement shall be approved by the COUNTY Contract Administrator. The COUNTY's determination as to satisfactory work shall be final absent fraud or mistake.

Article II. TERM

This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2012 through June 30, 2015 unless earlier terminated pursuant to the provisions under Article X and Article XI herein.

Article III. COMPENSATION FOR SERVICES

Section 3.01 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 Article I- Scope of Services.

Section 3.02 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. Each monthly invoice shall describe:

- (a) Client name;
- (b) Dates of service;
- (c) Description of Service provided; and
- (d) Duration of service.

Invoices shall be submitted by CONTRACTOR monthly and shall be supported by a copy of the Clinicians Telemed Medical Group Weekly Invoice (Exhibit D, incorporated herein and made by reference a part hereof) attached to the invoice.

Section 3.03 Invoices / Remittance shall be addressed as indicated in the table below or to such other location as COUNTY or CONTRACTOR may direct per Article XII – Notice to Parties.

Section 3.04 Invoice / Remittance Address:

Invoices shall be submitted to:	Remittance shall be submitted to:
Health and Human Services Agency Finance Unit – Mental Health Division 929 Spring Street Placerville, CA 95667	Clinicians Telemed Medical Group, Inc. 1801 16 th Street, Suite B Bakersfield, CA 93301 Attn: Accounts Receivable

Section 3.05 CONTRACTOR shall not charge any clients or third party payers any fee for services performed under this Agreement.

Section 3.06 It is expressly understood and agreed between the parties hereto that the COUNTY shall make no payment for COUNTY-responsible clients and have no obligation to make payment to CONTRACTOR unless the services provided by CONTRACTOR hereunder received prior written authorization from HHSA Director or the Director's designee. COUNTY may provide retroactive authorization when special circumstances exist, as determined by the HHSA Director, or the Director's designee, based on CONTRACTOR's written request.

Section 3.07 It is further agreed that COUNTY shall make no payments for services unless CONTRACTOR has provided COUNTY with evidence of insurance coverage as outlined in Article XVII hereof.

Section 3.08 In accordance with Title 9 CCR, Section 565.5, reimbursement for services under this Agreement shall be limited to persons who are unable to obtain private care. Such persons are those who are unable to pay for private care or for whom no private care is available within a reasonable distance from their residence.

Section 3.09 COUNTY will compensate CONTRACTOR at the following hourly rates:

Medical Specialty	Hourly Rate
Psychiatry	\$250
Other medical specialties (such as Infectious Disease consulting) as requested	\$300

Section 3.10 Not-to-Exceed:

Compensation for services provided under this Agreement shall not exceed \$720,000 over the term of this Agreement.

Section 3.11 Designated Physician may be scheduled to provide activities which will total not

less than one (1) hour on any day on which such activities are performed. The length of any specific scheduled activity may be less than or more than an hour. Designated Physician may be scheduled for work sessions to perform other related services required by COUNTY, including but not necessarily limited to: case consultation; clinical team meetings; consultation with management; training required by COUNTY; review, completion and processing of prescription refills and lab work; provision of services to the Juvenile Hall and Juvenile Treatment Center; and other services as may be mutually agreed upon per Article I – Scope of Services.

Section 3.12 Psychiatric evaluations for adults will be scheduled for up to one hundred twenty (120) minutes. Psychiatric evaluations for children will be scheduled for up to one hundred fifty (150) minutes. Medication follow-up appointments will be scheduled for no more than forty-five (45) minutes. Designated Physician may request authorization from the El Dorado County Mental Health Medical Director or designee for an extended period for the evaluation and follow-up appointments, based on clinical need, by faxing Exhibit E, marked Expanded Psychiatry Services Authorization Form, incorporated herein and made by reference a part hereof.

Section 3.13 Costs for the completion and submission of the associated and required clinical documentation for the medical record noted in Section 1.01(a)(ii) and Section 1.01(a)(iii) are covered within the rate for the scheduled patient time as defined in Section 3.09.

Section 3.14 If a scheduled session is cancelled by Designated Physician, or is cancelled by COUNTY with forty-eight (48) hours or more notice by COUNTY, no payment will be due from COUNTY. If the time for a scheduled session is reduced by COUNTY with forty-eight (48) or more hours' notice, COUNTY's obligation for payment will be based upon the reduced scheduled appointment time.

Article IV. SPECIAL TERMS AND CONDITIONS

By signing this Agreement, CONTRACTOR and any of CONTRACTOR's subcontractors providing services under this Agreement (pursuant to Article VIII) shall comply with these terms and conditions.

Section 4.01 License and Certifications

(a) Inpatient Contracts and Subcontracts

If this Agreement is for inpatient services, the CONTRACTOR acknowledges that they must maintain necessary licensing and certification. All inpatient subcontracts must require that subcontractors maintain necessary licensing and certification.

(b) Permits and Licenses

The CONTRACTOR shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and give all notices necessary and incident to the lawful execution of the work.

The CONTRACTOR shall keep informed of, observe, comply with, and cause all of its agents, subcontractors and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict

arises between provisions of the plans and specifications and any such law above referred to, then the CONTRACTOR shall immediately notify the COUNTY in writing.

Section 4.02 Key Personnel

CONTRACTOR's key personnel as identified at the time of execution of this Agreement may not be substituted without COUNTY Contract Administrator's prior written approval.

Section 4.03 Utilization Review

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

Section 4.04 Drug Free Workplace Certification

CONTRACTOR shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and shall provide a drug-free workplace.

Section 4.05 Non-Discrimination Provisions

- (a) During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including human immunodeficiency virus [HIV] and acquired immune deficiency syndrome [AIDS]), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and any subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code [GC] Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations [CCR] Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code (CCR), are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- (b) Consistent with the requirements of applicable Federal or State law, the CONTRACTOR shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap.
- (c) The CONTRACTOR shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective

June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

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

Section 4.06 Disabled Veteran Business Enterprises (DVBE)

Unless specifically waived by the COUNTY, CONTRACTOR shall comply with the Disabled Veteran Business Enterprises participation goal in accordance with the provisions of Public Contract Code Section 10115 et seq.

Section 4.07 Record Retention

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

Section 4.08 Audit and Inspection Rights

- (a) CONTRACTOR agrees that COUNTY, California Department of Health Care Services or Department of Mental Health (DHCS-DMH), the State Department of General Services, the Bureau of State Audits, the Auditor General, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONTRACTOR agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. CONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, CONTRACTOR agrees to include a similar right of the COUNTY and State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- (b) COUNTY or State staff shall be permitted to work side-by-side with CONTRACTOR's staff to the extent and under conditions as directed by the COUNTY Contract

Administrator. In this connection, COUNTY or State staff shall be given access to all data, working papers, etc., which CONTRACTOR seeks to utilize.

- (c) The CONTRACTOR shall allow COUNTY, DHCS-DMH, California Health and Human Services Agency (HSS), the Comptroller General of the United States, and other State or Federal agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this contract, and to inspect, evaluate, and audit any and all books, records, and facilities maintained by the CONTRACTOR and subcontractors, pertaining to such services at any time during normal business hours. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Agreement including working papers, reports, financial records and books of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this contract, the CONTRACTOR shall furnish any such record, or copy thereof, to COUNTY or State. Authorized agencies shall maintain the confidentiality of such books and records in accordance with applicable laws and regulations.
- (d) The CONTRACTOR agrees to include in any subcontractor's agreement the requirement to make all of its books and records, pertaining to the goods and services furnished under the terms of the subcontract, available for inspection, examination or copying by the COUNTY, State, the Comptroller General of the United States, and other authorized Federal and State agencies, or their duly authorized representatives, at all reasonable times at the subcontractor's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five (5) years from the close of COUNTY's fiscal year in which the subcontract was in effect.
- (e) From time to time, the COUNTY or the State may inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with the Agreement.
 - (i) CONTRACTOR shall promptly remedy any violation of any provision of the Agreement and shall certify the same to the COUNTY Contract Administrator and the (State of California) Information Security Officer in writing.
 - (ii) The fact that the COUNTY or State inspects, or fails to inspect, or has the right to inspect CONTRACTOR's facilities, systems, and procedures does not relieve CONTRACTOR of its responsibility to comply with the Agreement.
 - (iii) The COUNTY or State's failure to detect, or the detection of any unsatisfactory practices, but failure to notify CONTRACTOR or require CONTRACTOR's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the COUNTY or State's enforcement rights under the Agreement.

Section 4.09 Public Hearings

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

Section 4.10 Additional Agreement Provisions

(a) Copeland Anti-Kickback Act

The CONTRACTOR shall comply with the provisions of the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c), which requires that all contracts and subcontracts in excess of \$2,000 for construction or repair awarded by the CONTRACTOR and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (Title 29, CFR, Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States").

(b) Davis-Bacon Act

The CONTRACTOR shall comply with the provisions of Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7), which requires that, when required by Federal Medicaid program legislation, all construction contracts awarded by the CONTRACTOR and its subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (Title 29, CFR, Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

(c) Agreement Work Hours and Safety Standards Act

The CONTRACTOR shall comply with the provisions of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-333), as applicable, which requires that all subcontracts awarded by the CONTRACTOR in excess of \$2,000 for construction and in excess of \$2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (Title 29, CFR, Part 5).

(d) Clean Air Act & Federal Water Pollution Control Act

The CONTRACTOR shall comply with the provisions of Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, which provide that contracts and subcontracts of amounts in excess of \$100,000 shall contain a provision that requires the Contractor or subcontractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.

(e) Debarment and Suspension

The CONTRACTOR shall comply with the provisions of Title 2, CFR, Section 180 as implemented by Title 2 CFR Section 376, and Executive Orders 12549 and 12689,

"Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from Federal procurement or nonprocurement programs from having a relationship with the CONTRACTOR.

(f) Federal Contractor Exclusions

Pursuant to Title 42, US Code Section 1320a-7 and 1320c-5, and Welfare and Institutions Code Section 14123, the CONTRACTOR shall not employ or enter into an Agreement with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal financial participation is not available for amounts expended for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.

(g) Federal Regulations Requirements

If applicable, based on the services provided under this Agreement, the CONTRACTOR agrees to comply as follows:

(i) The CONTRACTOR shall maintain written policies and procedures respecting advance directives in compliance with the requirements of Title 42, Code of Federal Regulations (CFR), Sections 422.128 and 438.6(i)(1), (3) and (4). Any written materials prepared by the CONTRACTOR for beneficiaries shall be updated to reflect changes in State laws governing advance directives as soon as possible, but no later than ninety (90) days after the effective date of the change.

(ii) The CONTRACTOR shall obtain approval from COUNTY prior to implementing a Physician Incentive Plan as described at Title 42, CFR, Section 438.6(h). COUNTY shall confer with DHCS-DMH as necessary and shall approve the CONTRACTOR's request only if the proposed Physician Incentive Plan complies with all applicable Federal and State regulations.

(h) Captions

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

Article V. PUBLICATIONS AND REPORTS

Section 5.01 Publications

If a publication and/or report are required under this Contract, CONTRACTOR shall:

- (a) Incorporate any comments or revisions required by the COUNTY into any publication or report and shall not publish any material until it receives final COUNTY approval.
- (b) Furnish two (2) copies of each publication and report required plus one reproducible original.
- (c) Prepare all illustrations, maps and graphs in a manner which allows the complete illustration to be contained on a single 8-1/2" by 11" page unless specific written approval is given to the contrary.
- (d) Print all graphs, illustrations and printed materials in a single color throughout each publication unless prior COUNTY approval is granted.

- (e) Place the CONTRACTOR's name only on the cover and title page of publications and reports and summaries. Covers and title pages shall read as follows:

CALIFORNIA DEPARTMENT OF HEALTH CARE
SERVICES/ DEPARTMENT OF MENTAL HEALTH
TITLE
By (CONTRACTOR)

- (f) COUNTY and the State of California reserve the right to use and reproduce all publications, reports, and data produced and delivered pursuant to this Agreement. COUNTY and the State of California further reserve the right to authorize others to use or reproduce such materials provided the author of the report is acknowledged in any such use or reproduction.
- (g) If the publication and/or report are prepared by non-employees of the COUNTY and the State of California, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code Section 7550).

Section 5.02 Progress Reports

If progress reports are required by this Agreement, CONTRACTOR shall provide a progress report in writing, or orally if approved by the COUNTY Contract Administrator, at intervals to be determined by Contract Administrator. This progress report shall include, but not be limited to, a statement that the CONTRACTOR is or is not on schedule, any pertinent reports, interim findings and other information as directed by COUNTY. CONTRACTOR shall cooperate with and shall be available to meet with the COUNTY to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

Section 5.03 Presentation

Upon request, CONTRACTOR shall meet with the COUNTY to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Contract, CONTRACTOR shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in the Contract.

Article VI. 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 VII. 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 VIII. ASSIGNMENT AND DELEGATION

CONTRACTOR is engaged by COUNTY for its unique qualifications and skills as well as those of its personnel. CONTRACTOR shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of COUNTY. In the event COUNTY agrees in writing that CONTRACTOR may subcontract for services under this Agreement, CONTRACTOR shall include in any subcontract all the terms and conditions of Article IV this Agreement; shall require that all subcontractors comply with all terms and conditions of this Agreement; and shall require that all subcontractors comply with all pertinent Federal and State statutes and regulations.

Article IX. 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 X. FISCAL CONSIDERATIONS

Section 10.01 Fiscal Considerations

The parties to this Agreement recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, County of El Dorado is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of COUNTY business, COUNTY 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.

Section 10.02 Hold Harmless

CONTRACTOR agrees to hold harmless the State of California and its beneficiaries in the event the COUNTY cannot or shall not pay for services performed by the CONTRACTOR pursuant to this Agreement.

Article XI. DEFAULT, TERMINATION, AND CANCELLATION

Section 11.01 Default

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

Section 11.02 Bankruptcy

This Agreement, at the option of the COUNTY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONTRACTOR.

Section 11.03 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.

Section 11.04 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 Agreement resolution. In no event, however, shall COUNTY be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, CONTRACTOR shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

Section 11.05 Transfer of Care

Prior to the termination or expiration of this Agreement and upon request by the COUNTY or State of California DHCS-DMH, the CONTRACTOR shall assist in the orderly transfer of beneficiaries' mental health care. In doing this, the CONTRACTOR shall make available to COUNTY or the State of California copies of medical records, patient files, and any other pertinent information, including information maintained by any subcontractor, necessary for efficient case management of beneficiaries, as determined by COUNTY. Costs of reproduction shall be borne by the COUNTY. In no circumstances shall a beneficiary be billed for this service.

Article 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: DANIEL NIELSON, DIRECTOR

or to such other location as the COUNTY directs.

Notices to CONTRACTOR shall be addressed as follows:

CLINICIANS TELEMED MEDICAL GROUP, INC.
1801 16TH STREET, SUITE B
BAKERSFIELD, CA 93301
ATTN: JOHNSON JUNG, PRESIDENT

or to such other location as the CONTRACTOR directs.

Article XIII. CONFIDENTIALITY AND INFORMATION SECURITY

Section 13.01 Confidentiality and Information Security Provisions

- (a) The CONTRACTOR shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section

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

- (b) Nondisclosure. CONTRACTOR shall not use or disclose confidential, individually identifiable, or sensitive information other than as permitted or required by the Agreement and as required by law.

Section 13.02 Confidentiality of Data and Documents

- (a) CONTRACTOR shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the COUNTY Contract Administrator. However, all public entities shall comply with California Public Records Act (Government Code Sections 6250 et seq.) and the Freedom of Information Act (Title 5 of the United States Code Section 552), as applicable.
- (b) Permission to disclose information or documents on one occasion shall not authorize CONTRACTOR to further disclose such information or documents on any other occasions except as otherwise provided in the Agreement or required by law.
- (c) CONTRACTOR shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this contract, or the COUNTY or State's actions on the same, except to COUNTY or State staff or CONTRACTOR's own personnel involved in the performance of this Contract, or as required by law.
- (d) If requested by COUNTY, CONTRACTOR shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by COUNTY and shall supply COUNTY with evidence thereof.
 - (i) Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- (e) After any data or documents submitted have become a part of the public records of the COUNTY or the State of California, CONTRACTOR may at its own expense and upon written approval by the COUNTY Contract Administrator, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

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

Section 13.03 Provisions Relating to Data

- (a) "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- (b) "Generated data" is that data, which CONTRACTOR has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the CONTRACTOR in the performance of this Agreement at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
- (c) "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the COUNTY. Such data shall be property of the COUNTY.
- (d) Prior to the expiration of any legally required retention period and before destroying any data, CONTRACTOR shall notify the COUNTY of any such contemplated action; and COUNTY may within thirty (30) days of said notification determine whether or not this data shall be further preserved. The COUNTY shall pay the expense of further preserving this data. COUNTY shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
- (e) CONTRACTOR shall use best efforts to identify and furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.

Article XIV. INDEMNITY

The CONTRACTOR shall defend, indemnify, and hold the COUNTY, its Officers, employees, agents, and representatives, or State of California or its officers or employees, harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, COUNTY employees, State of California employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the CONTRACTOR's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the COUNTY, the CONTRACTOR, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the COUNTY, its officers and employees, or as expressly prescribed by statute. This duty of CONTRACTOR to indemnify and save COUNTY and the State of California harmless includes the duties to defend set forth in California Civil Code Section 2778.

Article XV. LITIGATION

The COUNTY, promptly after receiving notice thereof, shall notify the CONTRACTOR in writing of the commencement of any claim, suit, or action against the COUNTY or State of California or its officers or employees for which the CONTRACTOR must provide indemnification under this Agreement. The failure of the COUNTY to give such notice, information, authorization or assistance shall not relieve the CONTRACTOR of its indemnification obligations. The CONTRACTOR shall immediately notify the COUNTY of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the COUNTY or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the COUNTY and State.

Article XVI. DEBARMENT

Debarment and Suspension Certification: By signing this Agreement, the CONTRACTOR agrees to comply with applicable Federal suspension and debarment regulations and CONTRACTOR further certifies to the best of its knowledge and belief that it and its principals or affiliates or any sub-contractor utilized under the agreement:

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

F. Shall include a clause entitled, 'Debarment and Suspension Certification' that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions.

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

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

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

Article XVII. INSURANCE

Section 17.01 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 Workers' Compensation and Employers' Liability Insurance covering all employees of CONTRACTOR as required by law in the State of California; and
- (b) Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage;
- (c) Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by the CONTRACTOR in the performance of the Agreement.

Section 17.02 In the event CONTRACTOR is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000 per occurrence.

Section 17.03 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.

Section 17.04 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.

Section 17.05 CONTRACTOR agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, CONTRACTOR agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and CONTRACTOR agrees that no work or services shall be performed prior to the

giving of such approval. In the event the CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

Section 17.06 The certificate of insurance must include the following provisions listed under Section 17.06(a) and (b) (including an endorsement page for the “additional insured” language pursuant to Section 17.06(b)), stating that:

- (a) The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY, and;
- (b) The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

Section 17.07 The CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

Section 17.08 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.

Section 17.09 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.

Section 17.10 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.

Section 17.11 CONTRACTOR's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

Section 17.12 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.

Section 17.13 Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the COUNTY.

Article XVIII. 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 XIX. 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 XX. CONFLICT OF INTEREST

Section 20.01 The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. CONTRACTOR attests that it has no current business or financial relationship with any COUNTY employee(s) that would constitute a conflict of interest with provision of services under this Agreement and 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".

Section 20.02 Gratuities and Contingency Fees

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

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

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

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

Section 20.03 Use of State Funds

CONTRACTOR, including its officers and members, shall not use funds received pursuant to this Agreement to support or pay for costs or expenses related to the following:

- (a) Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
- (b) Lobbying for either the passage or defeat of any legislation.

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

Section 20.04 Conflict of Interest Certification

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

In signing this Agreement, CONTRACTOR certifies that they have read and understand GOVERNMENT CODE 19990.

Article XXI. CALIFORNIA RESIDENCY (FORM 590)

All independent Contractors providing services to the COUNTY must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or COUNTY shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/Agreement exceeding \$1,500.00.

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

Article XXIV. ADMINISTRATOR

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

Article XXV. 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 XXVI. 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 XXVII. FORCE MAJEURE

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

Article XXVIII. VENUE

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

Article XXIX. 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 DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 4-16-2012
Daniel Nielson, Director
Health and Human Services Agency

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

--COUNTY OF EL DORADO--

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

*Attest: Suzanne Allen de Sanchez
Clerk of the Board of Supervisors*

Deputy Date

-- CONTRACTOR --

CLINICIANS TELEMED MEDICAL GROUP, INC.

By:  Dated: 5-1-12
Johnson Jung, President
CONTRACTOR

By:  Dated: 5-1-12
Corporate Secretary



EXHIBIT A REMOTE ACCESS REQUEST FORM



Access may be granted to a single individual using a single computer only. User Ids cannot be shared and passwords must not be revealed. Access is for legitimate El Dorado County business use only and may be revoked at any time.

1. Person requesting access:

Name: _____
Employer/Dept.: _____
Address: _____
Phone #: _____ Email: _____

2. Who owns the computer that will be used to access El Dorado County resources?

El Dorado County Public Agency Private Company Personal

3. Whom shall we contact in the future if we shut down access?

4. What services will you use when connected to EDC network?

County E-Mail Mainframe (FAMIS, LMIS, M204, etc.) EDCNET
 Mapped Drives Application Server FTP
 Other (please specify): _____

5. What applications/files are you using/supporting for El Dorado County?

6. Do you need remote access to County resources outside of business hours, Monday – Friday, 7 a.m. – 6 p.m.? YES NO If YES, please state times and reasons:

7. What Antivirus Program is installed on the computer? None

McAfee AV Symantec AV Other: _____

8. What virus signature file version is being used currently? _____

9. Are daily checks performed for operating system and antivirus updates, and are they installed as soon as updates are available? YES NO

10. Does this computer need to dial up with a modem to get to the Internet?

YES NO

11. Does this computer connect to a local network? YES NO

If YES, please list device types connected to the network (computers, printers, hub, etc):

12. Do you use a firewall on your network? YES NO

If YES, what brand? _____

13. Do you have a software firewall installed on your computer? YES NO

If YES what kind?

Norton Firewall McAfee Firewall Black Ice Firewall

Other: _____

14. Do you use remote control / remote access software to support County applications?

YES NO

If YES what kind?

PC Anywhere Telnet Terminal Services

Other: _____ Port used: _____

If you have questions or need assistance, please call IT Help Desk at (530)621-5696

I have read and understand that:

- 1) As a user of the County's information technology resources, I may have access to sensitive resources that are connected through the County network. To assure security throughout the entire County network, it is critical that all users actively support and fully comply with the measures described in the Computer and Network Resource Usage Policies and Standards Guide. Failure to comply can place the entire County network at serious risk. Failure to comply may subject me to disciplinary action.
- 2) As a User of the County's information systems I shall at all times act in accordance with all applicable laws and County policies, rules or procedures. I shall not use County information technology resources in an improper or unauthorized manner.

I have read, understand and am fully aware of the El Dorado County Computer and Network Resource Usage Policies and Standards Guide. I agree to comply with the terms of this policy.

Applicant

Print Name: _____

Signature: _____

Date: _____

Department

Head Name: _____

Signature: _____

Date: _____

TO BE COMPLETED BY INFORMATION TECHNOLOGIES PERSONNEL	
<input type="checkbox"/> RAS <input type="checkbox"/> VPN <input type="checkbox"/> FTP <input type="checkbox"/> TN 3270	
Security Officer Authorization:	
GWI ticket #:	
Account Information Verified By:	
Account created by:	
Date:	
Time	
Please List Time Allowed Outside Normal Mon.-Fri. 7 a.m. – 6 p.m.:	
User ID:	

Comments:

El Dorado County

Computer and Network Resource Usage Policies and Standards Guide

Departmental IT Staff



Approved by the Board of Supervisors August 18, 2009

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This policy and standards document is subject to periodic revision.

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

INTRODUCTION

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

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

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

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

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

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DEPARTMENTAL INFORMATION TECHNOLOGY STANDARDS AND GUIDELINES

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

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

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

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

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

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

The benefits reflected in a countywide standards implementation are:

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

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

1.1 Hardware and Software Standards and Guidelines



1.1.1 Operating Systems (OS)

Desktop Systems:

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

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

PC Server Systems or Network Operating Systems (NOS):

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

1.1.2 Desktop Computers (Office Personal Computers) and Monitors

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

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

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

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

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

1.1.3 PC Laptop (Notebook) Computers

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

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

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

1.1.4 Cellular Personal Digital Assistants (CPDA's) Specifications

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

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

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

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

1.1.5 Printers

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

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

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

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

1.1.6 Network Server Specifications

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

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

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

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

1.1.6.1 General Server Configuration Specifications

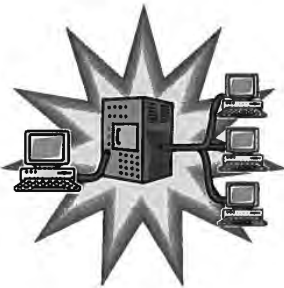
Server specifications can vary greatly depending upon the application being run. Departments should always consult I.T. for assistance with server specifications. General specifications can be found on the I.T. intranet website:

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

1.1.7 Disposal of Surplus Computing Equipment

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

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



1.2 Network Infrastructure, Server And Network Administration Standards And Guidelines

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

1.2.1 Ownership and Responsibilities

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

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

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

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

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

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

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

1.2.2 General Guidelines

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

1.2.3 Monitoring

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

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

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

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

1.2.4 Server Account Deletions

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

1.2.5 Compliance

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

1.2.6 Forensics

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

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

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

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

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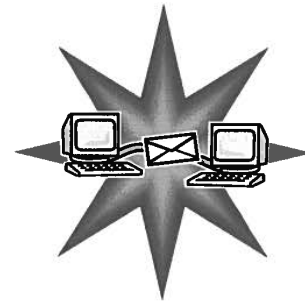
access the appliance via the County network shall remain locked whenever the network security administrator(s) are away from their computers. Network access to the appliance and administrator rights for the installation of remote access software used to access the appliance shall be restricted to a designated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

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

1.3 Network Addressing Standards

1.3.1 Background

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



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

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

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

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

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

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1.3.2 Network Naming Conventions

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

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

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

1.3.3 Machine Identification, Workgroup Names

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



1.4 Applications Standards and Guidelines

1.4.1 Applications

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

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

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

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

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

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

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

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1.4.2 Application Development

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

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

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

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

1.4.2.1 Application Development Planning and Review

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

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

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

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

1.4.2.2 Role of Departments in Application Development

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

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

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

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

1.4.3 Data Environment

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

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

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

1.4.3.1 Access to Legacy Systems/Data

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

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

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

1.4.4 Tool Set

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

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

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

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

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1.4.4.1 Reporting Tools

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

1.4.5 Web Presentation and Accessibility Standards

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Information Technology County User:

Name: _____
Title: _____
Signature: _____
Date: _____

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

EXHIBIT C

PATIENT CONSENT FORM

**Clinicians Telemed Medical Group, Inc.
Authorization and Consent to Participate in
Telemedicine Consultation**

Patient Name: _____ Patient ID #: _____

1. **PURPOSE:** The purpose of this form is to obtain your consent to participate in a telemedicine consultation in connection with the following procedure(s):
2. **NATURE OF TELEMED CONSULTATION:** During the telemedicine consultation:
 - a. Details of your medical history, examinations, x-rays, and tests will be discussed with other health professionals through the use of digital images and email.
 - b. Physical examination may take place
 - c. Video and/or photo recordings may be taken of the procedure(s)
3. **MEDICAL INFORMATION AND RECORDS:** All existing laws regarding your access to medical information and copies of your medical records apply to this digital imaging consultation. Additionally, dissemination of any patient identifiable images or other information from this digital imaging interaction shall not occur without your consent.
4. **CONFIDENTIALITY:** Reasonable and appropriate efforts have been made to eliminate any confidentiality risks associated with the digital imaging consultation, and all existing confidentiality protections under federal and California law apply to information disclosed during this digital imaging consultation.
5. **RIGHTS:** You may withhold or withdraw consent to the digital imaging consultation at any time before or during the consultation without affecting the right to future care or treatment.
6. **DISPUTES:** I agree that any disputes I may have with any medical provider arising from this digital imaging consultation will be resolved in California and that California law shall apply to any such disputes.
7. **RISKS, CONSEQUENCES AND BENEFITS:** I have been advised of all the potential risks, consequences and benefits of digital imaging. My health care practitioner has discussed with me the information provided above. I have had an opportunity to ask questions about this information and all of my questions have been answered. I understand the written information provided above.

Signature: _____ Date: _____
Patient or patient's legal representative

EXHIBIT D

Clinicians Telemed Medical Group WEEKLY Invoice

#	Date of Service	Client Number	Scheduled Start Time	Type of Client (Adult or Child)	Type of Appt	Standard Appt Time	Standard Appt Fee	Time In Excess of Appt*	Fee in Excess of Standard	Other Scheduled Services:	Other Services Time (15 min increments) :	Other Services Fee:	Comment (No Show, cx, etc.)
1						0	0.00		\$ -			\$ -	
2						0	0.00		\$ -			\$ -	
3						0	0.00		\$ -			\$ -	
4						0	0.00		\$ -			\$ -	
5						0	0.00		\$ -			\$ -	
6						0	0.00		\$ -			\$ -	
7						0	0.00		\$ -			\$ -	
8						0	0.00		\$ -			\$ -	
9						0	0.00		\$ -			\$ -	
10						0	0.00		\$ -			\$ -	
11						0	0.00		\$ -			\$ -	
12						0	0.00		\$ -			\$ -	
13						0	0.00		\$ -			\$ -	
14						0	0.00		\$ -			\$ -	
15						0	0.00		\$ -			\$ -	
16						0	0.00		\$ -			\$ -	
17						0	0.00		\$ -			\$ -	
18						0	0.00		\$ -			\$ -	
19						0	0.00		\$ -			\$ -	
20						0	0.00		\$ -			\$ -	
21						0	0.00		\$ -			\$ -	
22						0	0.00		\$ -			\$ -	
23						0	0.00		\$ -			\$ -	
24						0	0.00		\$ -			\$ -	
25						0	0.00		\$ -			\$ -	
26						0	0.00		\$ -			\$ -	
27						0	0.00		\$ -			\$ -	
28						0	0.00		\$ -			\$ -	
29						0	0.00		\$ -			\$ -	
30						0	0.00		\$ -			\$ -	
						0	\$ -	0	\$ -		0	\$ -	

Total Weekly Fees (Standard Appt Fee + Fees in Excess of Std + Other Fees): \$ -

Fee Schedule:	Standard Appt Time	Fee per Service:
Evaluation-Adult Appointment	120	\$ 500.00
Evaluation-Child Appointment	150	\$ 625.00
FollowUp Appointment	45	\$ 187.50

Physician Signature / Date

*Appointments that exceed the standard appointment time must be approved by the Medical Director or designee.

Exhibit E

Expanded Psychiatry Services Authorization Form

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

Date: _____

Client Name: _____

Type of appointment:

- Child Evaluation
- Adult Evaluation
- Follow Up

Additional client interview time required:

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

Clinical justification for extended time for clinical interview:

Provider signature: _____

-
- Approved
 - Disapproved

Medical Director signature: _____

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CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

I. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS.

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

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

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

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

i) Implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:

(1) Network-based firewall and/or personal firewall

(2) Continuously updated anti-virus software

(3) Patch-management process including installation of all operating system/software vendor security patches

ii) Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on computing devices (including, but not limited to, desktop computers, laptop computers and PDAs) with a solution that uses proven industry standard algorithms.

iii) Prior to disposal, sanitize all COUNTY and State confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.

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

E. Mitigation of Harmful Effects. CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by CONTRACTOR or its subcontractors in violation of the requirements of this Agreement.

F. Reporting of Improper Disclosures. CONTRACTOR shall report to COUNTY and State within twenty-four (24) hours during a work week, of discovery by CONTRACTOR that PHI has been used or disclosed other than as provided for by this Agreement.

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

Information Security Officer Risk Management Department County of El Dorado 330 Fair Lane Placerville, CA 95667

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

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2. MISCELLANEOUS PROVISIONS.

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