

AGREEMENT FOR SERVICES #188-S1610

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

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and New Connections Communication Services, Inc., a California corporation, duly qualified to conduct business in the State of California, whose principle place of business is 2550 9<sup>th</sup> Street, Suite 113, Berkeley, CA 94710 (mailing address: 1770 Post Street, #243, San Francisco, CA 94115-3219), and whose Agent for Service of Process is Gary Whalen, 1770 Post Street, #243, San Francisco, CA 94115-3219, (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide telephone exchange services for the County of El Dorado Health and Human Services Agency, Adult Protective Services, Child Welfare Services, Mental Health, Public Guardian, and Public Health; 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**, the parties hereto have mutually agreed that the existing Agreement for Services 412-S1410 and any amendments thereto and existing Agreement for Services 387-S1410 and any amendments thereto shall automatically terminate and be replaced upon execution of this Agreement for Services 188-S1610; and

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

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

**ARTICLE I**

**Scope of Services:** All services provided pursuant to this Agreement shall be in accordance with the terms and conditions set forth herein as well as those set forth in Exhibit “A,” attached hereto and incorporated by reference herein.

Contractor agrees to perform services necessary to provide after hours, weekend, emergency, and holiday telephone and pager exchange services for the Health and Human Services Agency’s (HHSA), Adult Protective Services (APS), Child Welfare Services (CWS), Mental Health Division (MHD), Public Guardian (PG), and Public Health Division (PHD) Programs located in Placerville, California and in South Lake Tahoe, California.

A. Contractor shall:

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

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

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

facsimile. Additionally, County may, from time-to-time, request a separate report of all calls and messages received and actions taken for a specific period of time. Contractor will provide such report within forty-eight (48) hours of receiving such a request.

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

**B. Health And Human Services Agency shall:**

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

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of April 20, 2016 through April 19, 2019.

## **ARTICLE III**

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

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

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

The maximum contractual obligation of the County for the term of this Agreement shall not exceed \$125,000.

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

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

or to such other location as County directs.

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

#### **ARTICLE IV**

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

#### **ARTICLE V**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE VI**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

## **ARTICLE VII**

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

## **ARTICLE VIII**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

## **ARTICLE IX**

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

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

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

## **ARTICLE X**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law,

after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE XI**

### **Default, Termination, and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

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

**ARTICLE XII**

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

COUNTY OF EL DORADO  
Health and Human Services Agency  
3057 Briw Road, Suite A  
Placerville, CA 95667  
ATTN: Contracts Unit

or to such other location as the County directs.

With a carbon copy to:

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

Notices to Contractor shall be addressed as follows:

NEW CONNECTIONS COMMUNICATION SERVICES, INC.  
1770 Post Street, #243  
San Francisco, CA 94115-3219  
ATTN: Gary Whalen, Vice-President, or Successor

or to such other location as the Contractor directs.

**ARTICLE XIII**

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

**ARTICLE XIV**

**Indemnity:** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or

damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE XV**

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.



- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
  2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

## **ARTICLE XVI**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## **ARTICLE XVII**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

## **ARTICLE XVIII**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

## **ARTICLE XIX**

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

## **ARTICLE XX**

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

## **ARTICLE XXI**

**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 XXII**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

## **ARTICLE XXIII**

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

## **ARTICLE XXIV**

**Administrator:** The County Officer or employees with responsibility for administering this Agreement are: Jayle Goucher, Public Guardian Program Manager, Health and Human Services Agency, or successor; Jamie Samboceti, Manager of Mental Health Programs, Health and Human Services Agency, or successor; and Leslie Griffith, Deputy Director, Social Services Division, Health and Human Services Agency, 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**

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

## **ARTICLE XXVIII**

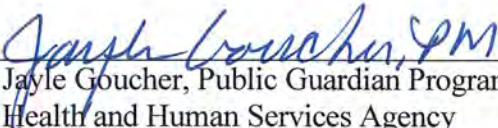
**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

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**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 Contract Administrator Concurrence:**

By:  Dated: 2/22/14  
Jayle Goucher, Public Guardian Program Manager  
Health and Human Services Agency


**Requesting Contract Administrator Concurrence:**

By:  Dated: 2/24/14  
Jamie Samboceti, Manager of Mental Health Programs  
Health and Human Services Agency

**Requesting Contract Administrator Concurrence:**

By:  Dated: 2/22/14  
Leslie Griffith, Deputy Director, Social Services Division  
Health and Human Services Agency

**Requesting Department Head Concurrence:**

By:  Dated: 2/25/2014  
Don Ashton, MPA, Director  
Health and Human Services Agency

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

-- COUNTY OF EL DORADO --

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Ron Mikulaco, Chair  
Board of Supervisors  
"County"

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

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

-- CONTRACTOR --

NEW CONNECTIONS COMMUNICATION SERVICES, INC.  
A CALIFORNIA CORPORATION

By: *Gary Whalen*  
Gary Whalen, Vice-President  
"Contractor"

Dated: 3-1-16

By: *Mary L. Whalen*  
Corporate Secretary

Dated: 3-1-16

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## **Additional Terms and Conditions**

- 1) **Mandated Reporter Requirements:** Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions of Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the California Penal Code, also known as “The Child Abuse and Neglect Reporting Act,” and the Welfare and Institutions Code Section 15630 et seq., related to elder and dependent adults, as applicable.
- 2) **HIPAA Compliance:** As a condition of Contractor performing services for the County of El Dorado, Contractor agrees to fully comply with all terms and conditions of County’s Business Associate Agreement, attached hereto as Exhibit I (incorporated herein and made by reference a part hereof).
- 3) **Confidentiality and Information Security Provisions:** Contractor shall comply with applicable Federal, State, and local laws and regulations, including but not limited to the Code of Federal Regulations Title 45, parts 160-164, regarding the confidentiality and security of Personally Identifiable Information (PII).

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

A. Permitted Uses and Disclosures of PII by Contractor.

- 1) Permitted Uses and Disclosures. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor’s operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor, may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate Federal or State laws or regulations.
- 2) Specific Uses and Disclosures provisions. Except as otherwise indicated in the Agreement, Contractor shall:
  - a) Use and disclose only PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and
  - b) Take all reasonable steps to destroy, or arrange for the destruction of a client’s records within its custody or control containing personal information that is no longer to be retained by Contractor

by (1) shredding, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

B. Responsibilities of Contractor.

- 1) Contractor agrees to safeguards:
  - a) To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
    - i) Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
    - ii) Contractor shall implement a system to identify appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.
  - b) Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
    - i) Network based firewall or personal firewall; and
    - ii) Continuously updated anti-virus software; and
    - iii) Patch-management process including installation of all operating system/software vendor security patches.
  - c) Mitigation of Harmful Effects. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors.
  - d) Agents and Subcontractors of Contractor. The same restrictions and conditions that apply through this Agreement to Contractor, shall also apply to Contractor's subcontractors and agents.
  - e) Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII or data, where the information or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within two business days of discovery, at (530) 621-5565. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.

- 4) **Access to Records:** The Contractor shall provide access to the federal, state or local Contractor agency, the Controller General of the United States, or any of their duly authorized federal, state or local representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts and transcriptions.
- 5) **Compliance with All Federal, State, and Local Laws and Regulations:** Contractor shall comply with all federal, state and local laws including, but not limited to, the Americans with Disabilities Act (ADA) of 1990 (42 USC 12101 et. seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from the County Health and Human Services Agency.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety, health, and sanitation regulations. Such laws shall include, but not be limited to, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

Contractor further warrants that it has all necessary licenses, permits, notices, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of El Dorado, and all other appropriate governmental agencies and shall maintain these throughout the term of the Agreement.

- 6) **Debarment and Suspension Certification:** By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 45 CFR 76 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 (3)-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 (i.e., 48 CFR part 9, subpart 9.4) or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the state.
- F. Shall include a clause titled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions in accordance with 45 CFR Part 76.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation in writing to County.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549 (<http://www.archives.gov/federal-register/codification/executive-order/12549.html>).

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.

- 7) **Accounting Systems and Financial Records:** Contractor shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all federal funds received, including all matching funds from the State, County and any other local or private organizations. Contractor's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 92 and in the Office of Management and Budget (OMB) Uniform Grants Guidance "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Uniform Grants Guidance). More particularly, Contractors are responsible for complying with the Uniform Grants Guidance and 45 CFR Part 92, and the allowability of the costs covered therein. Contractor must obtain written approval from a member of the HHS Executive Management prior to" the expenditure of any "special" or unusual costs in order to avoid possible disallowances or disputes based on any potential unreasonableness or unallowability of expenditures as detailed under the specific cost principles of the Uniform Grants Guidance. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the List of (CFR) Sections Affected (LSA) issued in the current month. The *Federal Register* home page offers links to both the *Federal Register* and the CFR. Electronic CFR (e-CFR) versions are available online via the U.S. Government Printing Office (GPO) website. Please note that documents on e-CFR, although updated daily, are unofficial editorial compilations of CFR material and *Federal Register* amendments and on-line versions may not be the most current version available.
- 8) **Annual Audit:** Pursuant to the Uniform Grants Guidance, any entity that receives federal funds, as stated in the Super Circular, for the purposes of carrying out federal programs, must complete an annual audit. The funding threshold is aggregate funds from all sources. If requested by County, Contractor shall mail a certified copy of said completed annual audit to County's Health and Human Services Agency at the address listed in Agreement's

“Notice to Parties” Article within thirty (30) days of Contractor’s receipt of same. All adverse audit findings must be documented and included with completed annual audit. Certified evidence of correction(s) of adverse audit findings shall be provided to County at the HHS address listed in Agreement’s Article titled “Notice to Parties.”

- 9) **Lobbying Certification:** The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:
- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 “Disclosure of Lobbying Activities” in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 10) **Conflict Prevention and Resolution:** The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.
- 11) **Continuous Operation:** Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff required to meet applicable Federal, State, and County requirements, and which are necessary for the provision of services hereunder.
- 12) **Drug-Free Workplace:** Contractor agrees to maintain a drug-free workplace and remain in compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. Chapter 10) and the California Drug-Free Workplace Act of 2000 (Government Code Section 8350 et seq.) and any subsequent amendments to either Act thereto. A “drug free workplace” means the site(s) for the performance of work done by Contractor at which Contractor and employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance. A list of controlled substances can be found in Schedules I through V of Section 202 of the Controlled

Substances Act (21 U.S.C. 812) and as further defined in Regulation 21 Code of Federal Regulations (CFR) 1308.11 – 1308.15.

- 13) Litigation:** 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.

Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing 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.

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

- 15) Transfer of Records:** In the event that Contractor ceases operation, all physical and electronic files that are subject to audit shall be transferred to the County for proper storage of physical records and electronic data. Contractor shall notify County of impending closure as soon as such closure has been determined, and provide County with a complete list of records in its possession pertaining to County Clients and operational costs under this Agreement. County shall promptly advise Contractor which records are to be transferred to the custody of County. Contractor shall properly destroy records not transferred to custody of County, and Contractor shall provide documentation of proper destruction of all such records to County.

- 16) Waivers:** Failure of County to enforce any provision of this Agreement shall in no event be considered a waiver of any part of such provision or any other provision contained herein. No waiver by County of any breach or default by Contractor shall operate as a waiver of any succeeding breach of the same terms in the Agreement or other default or breach of any of Contractor's obligations under the Agreement. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

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

Contractor hereby agrees that they shall comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 (c), (h) (1), (i), and (j); California Government Code Section 4450; Title 22, California Code of Regulations Section 98000 – 98413; Title 24 of the California Code of Regulations,

Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and State laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84 and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are non-discriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving Federal or State financial assistance; and hereby give assurance that it shall immediately take any measures necessary to effectuate this Agreement.

Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full.

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





By accepting this assurance, Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations, and permit authorized CDSS or Federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of this assurance.

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

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

Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.

**18) Catalog of Federal Domestic Assistance:** Pursuant to the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, all recipients and sub-recipients of federal funds must be provided the Catalog of Federal Domestic Assistance (CFDA) number at the time the contract is awarded. The following are CFDA numbers and program titles for programs administered by the County on behalf of DHCS that may apply to this contract.

CFDA Number	Program Title
10.561	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program
93.090	Guardianship Assistance 
93.556	Promoting Safe and Stable Families
93.558	Temporary Assistance for Needy Families
93.603	Adoption and Legal Guardianship Incentive Payments
93.645	Stephanie Tubbs Jones Child Welfare Services Program
93.658	Foster Care Title IV-E 
93.659	Adoption Assistance 
93.566	Refugee and Entrant Assistance State Administered Programs
93.778	Medi-Cal Assistance Program Title XIX
93.674	Chafee Foster Care Independence Program
93.714	ARRA – Emergency Contingency Fund for Temporary Assistance for Needy Families (TANF) State Program 

**County of El Dorado Child Welfare Services (CWS) / Placerville  
Protocol for Handling After-hours Telephone Calls  
and Ensuing Call Logs for 530/642-7100**

**Daily Confirmation of On-Call Social Worker**

1. The scheduled on-call Social Worker (SW) shall call the after-hours telephone answering service (“Service”) at the telephone number provided by Service no later than 4:30 p.m. on the day that they are scheduled to receive after-hours telephone calls. The SW shall speak to one of Service’s on duty Supervisors to confirm their name as after-hours SW as well as confirm/provide all contact telephone numbers that are to be used during SW’s shift by Service. The Service shall note on each day’s Call Log the name of the SW who checked in and the time that they called.

**Handling of Incoming Telephone Calls By Service**

1. Service shall accept collect calls for inbound CWS-related calls. All other requests for acceptance of inbound collect calls shall be denied.
2. Service is to ask each Caller if the purpose of the telephone call is to make a report of child abuse/neglect.
3. If Caller states that they are calling to leave a message for a SW, Caller shall be informed that they are to call back during normal business hours to leave a message, i.e., Monday – Friday, 8:00 a.m. – 5:00 p.m.
4. If Caller states that they are calling to make a report of child abuse or neglect, Caller shall be asked to hold and the call shall be patched through to the on-call SW. If SW does not answer, a message shall be taken for the SW. Caller shall be told that their call shall be returned within thirty (30) minutes and that if this is a life threatening emergency, they are to hang up and immediately call 911 for further assistance.
  - a. If the SW does not call Service back within fifteen (15) minutes, Service shall again attempt to reach SW. If the SW does not immediately respond to the second request for call back, Service shall telephone the on-call Manager to inform them of the situation. If the on-call Manager is unavailable, Service shall continue calling Managers on the on-call list until they are successful in their attempt to connect with another Manager.
  - b. If Service is unsuccessful in reaching another Manager for any reason, Service shall immediately call the CWS Deputy Director to inform them of the situation and receive direction.
5. Emergency Agency Calls: If Caller is from an emergency agency (i.e., law enforcement, medical provider, etc.) and SW does not return Service’s call within 15 minutes, Service shall immediately call the on-call Manager.
  - a. If the on-call Manager does not call back within an additional ten (10) minutes, Service shall continue calling the Managers on the call list until they are successful in their attempt to connect with another Manager.
  - b. If they are unsuccessful in reaching another Manager, Service shall immediately call the CWS Deputy Director to inform them of the situation.
  - c. If Service is unsuccessful in reaching the CWS Deputy Director, Service shall immediately call Assistant Director to inform them of the situation.
  - d. If Service is unsuccessful in reaching Assistant Director, Service shall immediately call Director to inform them of the situation.
6. Due to unforeseen circumstances that may affect CWS telephone service, Service may occasionally receive CWS emergency calls during normal business hours, i.e. 8:00 a.m. to

5:00 p.m. Pacific Coast Time Monday through Friday. If CWS is notified prior to the interruption of telephone service, they shall do their best to notify Service of the interruption of service and advise Service how to handle incoming telephone calls and, if known, length of interruption of telephone service. However, CWS may not always receive advance notice of interruptions. If such a situation occurs during normal business hours, Service shall take messages for CWS as outlined above. CWS shall telephone Service as soon as possible to retrieve messages. For emergency telephone calls during this time, Service shall immediately page that day's on-call Social Worker.

**After Hour Call Logs**

1. By 8:00 a.m. Pacific Standard Time each business morning, Contractor shall send, as an attachment to an e-mail, a copy of Contractor's Call Log(s) to staff designated to receive same, of all calls and messages received and actions taken for that particular shift for HHSA Placerville CWS.

**County of El Dorado Child Welfare Services (CWS) / South Lake Tahoe  
Protocol for Handling After-hours Telephone Calls  
and Ensuing Call Logs for 530/573-3201**

**Daily Confirmation of On-Call Social Worker**

1. The scheduled on-call Social Worker (SW) shall call the after-hours telephone answering service (“Service”) at the telephone number provided by Service no later than 4:30 p.m. on the day that they are scheduled to receive after-hours telephone calls. The SW shall speak to one of Service’s on duty Supervisors to confirm their name as after-hours SW as well as confirm/provide all contact telephone numbers that are to be used during SW’s shift by Service. The Service shall note on each day’s Call Log the name of the SW who checked in and the time that they called.

**Handling of Incoming Telephone Calls By Service**

1. Service shall accept collect calls for inbound CWS-related calls. All other requests for acceptance of inbound collect calls shall be denied.
2. Service is to ask each Caller if the purpose of the telephone call is to make a report of child abuse/neglect.
3. If Caller states that they are calling to leave a message for a SW, Caller shall be informed that they are to call back during normal business hours to leave a message, i.e., Monday – Friday, 8:00 a.m. – 5:00 p.m.
4. If Caller states that they are calling to make a report of child abuse or neglect, Caller shall be asked to hold and the call shall be patched through to the on-call SW. If SW does not answer, a message shall be taken for the SW. Caller shall be told that their call shall be returned within thirty (30) minutes and that if this is a life threatening emergency, they are to hang up and immediately call 911 for further assistance.
  - a. If the SW does not call Service back within fifteen (15) minutes, Service shall again attempt to reach SW. If the SW does not immediately respond to the second request for call back, Service shall telephone the on-call Manager to inform them of the situation. If the on-call Manager is unavailable, Service shall continue calling Managers on the on-call list until they are successful in their attempt to connect with another Manager.
  - b. If Service is unsuccessful in reaching another Manager for any reason, Service shall immediately call the CWS Deputy Director to inform them of the situation and receive direction.
5. Emergency Agency Calls: If Caller is from an emergency agency (i.e., law enforcement, medical provider, etc.) and SW does not return Service’s call within 15 minutes, Service shall immediately call the on-call Manager.
  - a. If the on-call Manager does not call back within an additional ten (10) minutes, Service shall continue calling the Managers on the call list until they are successful in their attempt to connect with another Manager.
  - b. If they are unsuccessful in reaching another Manager, Service shall immediately call the CWS Deputy Director to inform them of the situation.
  - c. If Service is unsuccessful in reaching the CWS Deputy Director, Service shall immediately call Assistant Director to inform them of the situation.
  - d. If Service is unsuccessful in reaching Assistant Director, Service shall immediately call Director to inform them of the situation.
6. Due to unforeseen circumstances that may affect CWS telephone service, Service may occasionally receive CWS emergency calls during normal business hours, i.e. 8:00 a.m. to



5:00 p.m. Pacific Coast Time Monday through Friday. If CWS is notified prior to the interruption of telephone service, they shall do their best to notify Service of the interruption of service and advise Service how to handle incoming telephone calls and, if known, length of interruption of telephone service. However, CWS may not always receive advance notice of interruptions. If such a situation occurs during normal business hours, Service shall take messages for CWS as outlined above. CWS shall telephone Service as soon as possible to retrieve messages. For emergency telephone calls during this time, Service shall immediately page that day's on-call Social Worker.

**After Hour Call Logs**

1. By 8:00 a.m. Pacific Standard Time each business morning, Contractor shall send, as an attachment to an e-mail, a copy of Contractor's Call Log(s) to staff designated to receive same, of all calls and messages received and actions taken for that particular shift for HHSA South Lake Tahoe CWS.

**County of El Dorado Health and Human Services Agency  
Adult Protective Services and Public Guardian  
Protocol for Handling After-Hours Telephone Calls  
and Ensuing Call Logs for (530) 642-4800 and (530) 573-3200**

**Handling of Incoming Telephone Calls By Service**

The answering service (Service) shall accept incoming collect calls for Adult Protective Services (APS) and shall not accept collect calls for Public Guardian (PG) unless it is not possible to determine whether the collect call is APS or PG-related. If it is not possible to establish if the incoming collect call is APS-related, then Service shall accept the collect call and screen as instructed below under “Determining the Nature of the Call and Contacting After-Hours Staff”.

APS and PG each have their own after-hours staff coverage. Calls related to adults (age 18 and older) are considered potential calls for either APS or PG. Therefore, Service shall first attempt to determine whether the caller intends to report a situation that involves a child or an adult. If the call concerns an adult, then Service shall ask if the caller is calling for Adult Protective Services or for the Public Guardian. If the caller is unsure, then Service shall ask about the nature of the call (see “Determining the Nature of the Call and Contacting After-Hours Staff”, below). If Service is still unable to determine if the call concerns APS or PG, then Service shall page the APS after-hours Social Worker (SW). The APS SW shall then speak to the caller and follow up appropriately.

**Determining the Nature of the Call and Contacting After-Hours Staff**

Service shall accept collect calls for inbound APS-related calls. If it is impossible to determine whether the collect call is APS or PG-related, Service shall accept the collect call and screen as instructed below. However, if upon screening Service realizes that the collect call is not APS-related, Service shall immediately inform caller that Service is immediately terminating the collect call and instruct the caller is to call back on the regular phone line without using the Collect Call feature in order to continue the call.

APS Calls: Many APS after-hours calls are individuals wanting to make a report to APS. Individuals wishing to make a report of an emergency situation (e.g., individual requires immediate medical attention or the police) shall be directed to call 911 immediately after ending the call. For non-emergency calls, Service shall page the APS SW for callers that wish to report a developing situation that the caller does not consider an emergency.

PG Calls: Many PG after-hours calls are individuals wanting to report certain information to PG (e.g., a facility may call to notify PG that a client fell out of bed without injury). For these calls, Service shall take a message for PG that shall be forwarded the next business day. If however, the caller is from a hospital indicating that a client is at the hospital and that the hospital needs information or is looking for decisions to be made on behalf of a client, then Service shall page the after-hours PG staff.

Service shall page the appropriate after-hours worker, either APS or PG, using the appropriate number on the “APS/PG After Hours Contact List” that is supplied to Service. If there is no response within 15 minutes of the first page, Service shall page the worker again as well as telephone the worker at the contact number(s) listed next to their name. If the after-hours worker does not respond to Service’s second attempt to contact them, Service shall then contact the appropriate Manager. (*Note:* If appropriate Manager is not available, Service shall contact other Manager. If neither Manager is available, Service shall contact the Chief Assistant Director.)

### **Handling All Other APS/PG Calls**

If a caller wishes to speak to a staff member within APS or PG, caller shall be advised that individual staff is not available after-hours but that they may speak to that day’s after-hours worker, if the call requires immediate attention. If the caller chooses to wait for the individual worker, a message shall be taken and forwarded to the department the next business day. Callers wishing to make a general referral (i.e., not an emergency situation) for either program shall also be instructed to telephone the APS and PG general intake telephone number at (530) 642-4800 during normal working hours.

### **After Hour Call Logs**

By 8:00 a.m. Pacific Standard Time each business morning, Contractor shall send, as an attachment to an e-mail, a copy of Contractor’s Call Log(s) to staff designated to receive same, of all calls and messages received and actions taken for that particular shift and specific to all DHS APS and PG units and locations. The Call Logs shall be broken down into two sections: 1) Calls specific to APS; and 2) Calls specific to PG.

**County of El Dorado, Health and Human Services Agency  
Public Health Division Protocol for Handling After-Hours Telephone Calls  
and Ensuing Call Logs for (530) 621-6320**

**Handling of Incoming Telephone Calls By Service**

The answering service (Service) shall accept incoming calls, including collect calls, for Public Health.

For calls received during County business hours of 8:00 a.m. to 5:00 p.m., excluding Holidays, Service shall transfer caller to the Communicable Disease Reporting Line at (530) 621-6320.

**Determining the Nature of the Call and Contacting After-Hours Staff**

1. Calls related to an urgent public matter (i.e., disease reporting, physicians, hospital representatives, individual exposure to infectious disease, animal bites to humans, individual exposure to toxin etc.,) received after County business hours, Service shall transfer the call to the on-call Public Health Nurse (PHN) or provide the caller's phone contact information to the on-call PHN.
  - a. Service shall attempt to contact to the on-call (PHN) using the primary phone number provided and, if no response is received within 15 minutes, Service shall attempt to contact using the secondary phone number.
  - b. If Service is unsuccessful in attempts to contact the scheduled on-call PHN using the secondary phone number and after an additional wait time of 15 minutes, Service shall contact the PHD on-call management designee as identified in the monthly submitted On-call PHN schedule.
2. Calls related to a medical emergency or sewage spills shall be handled as follows:
  - a. Medical Emergency – Refer the caller to emergency dispatch at 9-1-1.
  - b. Sewage Spills – Service shall transfer caller to County of El Dorado Sheriff Dispatch at (530) 621-6600.

**After Hour Call Logs**

By 8:00 a.m. Pacific Standard Time each business morning, Contractor shall send, as an attachment to an e-mail, a copy of Contractor's Call Log(s) to staff designated to receive same, of all calls and messages received and actions taken for that particular shift.

**County of El Dorado, Health and Human Services Agency**  
**Mental Health Division Protocol**  
**for Handling After-Hours Telephone Calls**  
**and Ensuing Call Logs for:**  
**530-544-2219      SLT PES**  
**530-622-3345      West Slope (WS) PES**  
**800-929-1955      24/7 Access Line**

**Handling of Incoming Telephone Calls By Service**

The answering service (Service) shall accept incoming calls for the Mental Health Division (MHD). Incoming collect calls shall not be accepted.

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

1. **All Incoming Calls:**
  - a. The Service shall ask the caller their preferred language for the call and log the caller's response. The Service shall proceed with the call in the preferred language, accessing interpreter services as needed.
2. **South Lake Tahoe (SLT) Psychiatric Emergency Services (PES) (530-544-2219):**
  - a. For any incoming calls, twenty-four (24) hours per day, seven (7) days per week, Service will call SLT PES staff using the "On Call" schedule and associated staff phone numbers. Service shall patch the call to the SLT PES staff or staff shall be given caller's number. If no response is received from SLT PES staff within fifteen (15) minutes, Service will contact On-Call Manager.
3. **Placerville (West Slope) Psychiatric Emergency Services (PES) (530-622-3345):**
  - a. For any incoming calls, twenty-four (24) hours per day, seven (7) days per week, Service will call Placerville PES staff using the "On Call" schedule and associated staff phone numbers. Service shall patch the call to the Placerville PES staff or staff shall be given caller's number. If no response is received from Placerville PES staff within fifteen (15) minutes, Service shall contact the On-Call Manager.
4. **24/7 Access Line (800-929-1955):**
  - a. For any incoming calls, twenty-four (24) hours per day, seven (7) days per week, Service will ascertain the following information:
    - 1) ***Is this an emergency requiring police, ambulance or fire?*** If caller indicates this is an emergency, facilitate contacting local 911 dispatch at 530-626-4911. Log the outcome of the call being connected to local 911 dispatch.
    - 2) ***Does the caller need to speak with someone urgently?*** If the caller indicates yes, the Service shall ascertain the caller's location (South Lake Tahoe or West Slope/Placerville area) and follow the protocol above under paragraphs 2 or 3. Log the outcome of the call as being connected to a PES staff.
    - 3) ***If the caller is:***
      - a) ***Requesting MH services:***
        - (i) If during business hours:
          - Read the following to the caller: "To have mental health services from the County, you must first be assessed. A staff member will collect your registration information. If the staff member is helping other

people, you may have to leave a voice mail with your name and phone number. Once your request for service is made, you will get a call from a Clinician to do a phone assessment within 14 days. I'll transfer you to the staff member now."

- Connect the caller directly to (530) 621-6324 and log that as the outcome of the call.
- (ii) If after business hours:
- Read the following to the caller: "To have mental health services from the County, you must first be assessed. A staff member will collect your registration information. Once your request for service is made, you will get a call from a Clinician to do a phone assessment within 14 days. Their office is closed now, but I will give them your name and phone number to call you when they are open."
  - Log the caller's name and phone number and log the call as "Request for Service".
- (iii) If the caller states they cannot wait 14 days, follow the protocol above under paragraphs 2 or 3. Log the outcome of the call as being connected to a PES staff.
- (iv) If the caller declines to complete a Request for Services at this point, log the call outcome "Declined Request for Service".
- b) **Asking about the Problem Resolution Process** (keywords the caller may use: Grievance, Appeal, Fair Hearing, Patient's Rights, Complaint):
- (i) Read the following to the caller: "You may file a "grievance" to tell Mental Health about your concern. If you have Medi-Cal and were denied service, you may file an "appeal". Both forms can be picked up at the Mental Health office or from their web page, or the forms can be mailed to you. If you already filed an appeal and it was denied, you may ask for a "fair hearing". For more information, you may call the Patients' Rights Advocate at 530-621-6183 or the Utilization Review Coordinator at 530-621-6321 when their office is open. Would you like any of the forms mailed to you?"
- (ii) If the caller would like forms mailed to them, ask for their name, phone number and mailing address. Enter that information into the call log.
- (iii) Log the call as "Problem Resolution Process."
- c) **Seeking General Information About Services** (including PES services):
- (i) Read the following to the caller: "Mental Health services include groups, medication and counseling; a 24-hour crisis line; a wellness center; and alcohol and drug treatment for those people who are eligible. Services are available in South Lake Tahoe and Diamond Springs (near Placerville). For more information about services, you can call back during business hours or I can have someone call you. You can also look at their webpage."
- (ii) Provide Mental Health phone numbers or webpage address to the caller.
- (iii) Log the call as "General Information."

**After Hour Call Logs**

By 8:00 a.m. Pacific Standard Time each business morning, Service shall send, via fax (530 – 303-1526), a copy of Service’s Call Log(s) to staff designated to receive same, of all calls and messages received and actions taken for that particular shift.

**Mental Health Division Telephone and Fax numbers:**

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

**South Lake Tahoe Outpatient Clinic and Wellness Center**

1900 Lake Tahoe Boulevard  
South Lake Tahoe, CA 96150  
SLT Outpatient Clinic..... (530) 573-7970  
SLT Crisis Line..... (530) 544-2219

**West Slope (Placerville Area) Outpatient Clinic and Wellness Center**

768 Pleasant Valley Road  
Diamond Springs, CA 95619  
WS Outpatient Clinic..... (530) 621-6290  
WS Crisis Line..... (530) 622-3345

Webpage ..... [www.edcgov.us/MentalHealth/](http://www.edcgov.us/MentalHealth/)

Fax line for all Call Logs.....(530) 303-1526

# EXHIBIT G

COUNTY OF EL DORADO

HUMAN RESOURCES DEPARTMENT



330 Fair Lane - Placerville, CA 95667  
Phone (530) 621-5565  
Fax (530) 642-9815  
www.edcgov.us

## 2016 HOLIDAY SCHEDULE

HOLIDAY	DATE	OBSERVED
New Year's Day	Friday	January 1, 2016
Martin Luther King, Jr. Day	Monday	January 18, 2016
Washington's Birthday (Observed as President's Day)	Monday	February 15, 2016
Memorial Day	Monday	May 30, 2016
Independence Day	Monday	July 4, 2016
Labor Day	Monday	September 5, 2016
Veteran's Day	Friday	November 11, 2016
Thanksgiving Day	Thursday	November 24, 2016
Friday after Thanksgiving	Friday	November 25, 2016
Christmas Eve (Observed)	Friday	December 23, 2016
Christmas (Observed)	Monday	December 26, 2016
New Year's Day – <b>2017</b> (Observed)	Monday	January 2, 2017

**Please Note:** Lincoln's Birthday, Friday, February 12, 2016 and Columbus Day, Monday, October 10, 2016 are **Floating Holidays** to be taken at a time agreeable to both the employee and the appointing authority.



# EXHIBIT H

## NEW CONNECTIONS COMMUNICATION SERVICES, INC.

### RATES

**A separate invoice shall be issued for each of the following divisions/programs:**

Adult Protective Services	Mental Health Division - Placerville
Child Welfare Services - Placerville	Mental Health Division - South Lake Tahoe
Child Welfare Services - South Lake Tahoe	Public Health Division

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### 24 Hour Live Operator Answering Service

	Base Rate*	Rate (per minute)	Tax Rate
<b><u>Public Health Division</u></b>			
Base Rate (0 - 50 minutes/month*) .....	\$ 45.00		
51 - 100 minutes .....		\$ 0.85	
101 - 200 minutes .....		\$ 0.80	
201 + minutes .....		\$ 0.75	

#### **Adult Protective Services**

#### **Child Welfare Services - South Lake Tahoe**

#### **Child Welfare Services - Placerville**

#### **Mental Health Division - South Lake Tahoe**

Base Rate (51 - 300 minutes/month*) .....	\$ 240.00		
301 - 400 minutes .....		\$ 0.85	
401 - 500 minutes .....		\$ 0.80	
501 + minutes .....		\$ 0.75	

#### **Mental Health Division - Placerville**

Base Rate (301 - 800 minutes/month*) .....	\$ 480.00		
801 - 1,000 minutes .....		\$ 0.85	
1,001 + minutes .....		\$ 0.80	

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### Other Charges

Transferring / Patching Calls .....	\$ 0.20		
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#### **Updating On-Call Schedule -**

If updated by New Connections Communication's Staff	\$ 25.00		
(Applied only to the division/program that uses this option.)			

#### **Faxing of Call Logs -**

(Applied only to the division/program that uses this option.)	\$ 15.00		
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Federal/State/Local Taxes .....		As applicable	
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\* Billing Cycle is 28 Days.

# EXHIBIT I

## HIPAA Business Associate Agreement

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

### RECITALS

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

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

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

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

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

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

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

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

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

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

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

- B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
  - C. To assist the County in meeting its disclosure accounting under HIPAA:
    - (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if know, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
    - (2) Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
  - D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary") , BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.
5. Obligations of County.
- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
  - B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
  - C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.

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

6. Term and Termination.

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

7. Indemnity

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

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