

ORIGINAL

AGREEMENT FOR SERVICES #4727 TELEPHONE EXCHANGE SERVICE

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and New Connections Communication Services, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 319 Blue Peacock Way, Suite 1, Seymour, TN 37865, and whose local place of business is 2550 Ninth Street, Suite 113, Berkeley, CA 94710, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, 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, Behavioral Health, Public Health, and Public Guardian programs; and

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

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

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest and that due to the limited timeframes, temporary or occasional nature, or schedule for the project or scope of work, the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff in accordance with El Dorado County Ordinance Code, Chapter 3.13.030, El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

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

ARTICLE I

Scope of Services: 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- “Call Center Sales Pro Business Associate Agreement”, 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) Programs, identified in the attached Exhibits, 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 G, attached hereto and incorporated by reference herein, for each of the HHSa programs identified.
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. Listing of annual Holidays can be found on the County’s web page. https://www.edcgov.us/Government/Pages/holidays.aspx
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 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 Behavior Health Division and the Substance Use Disorder Services Program 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 Department's Contractor Resources website https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx. 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 May 1, 2020 through April 30, 2023.

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 \$125,000.00.

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

MAIL

or

EMAIL

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

hhsa-generalinvoice@edcgov.us

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 titled "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 ELDORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
2850 Fairlane Ct.
Bldg. C (upstairs)
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

NEW CONNECTIONS COMMUNICATION SERVICES, INC.
2550 Ninth Street, Suite 113
Berkeley, CA 94710
ATTN: Janet Livingston, CEO and Corporate Secretary

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: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses 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 acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts 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

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XX

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

ARTICLE XXI

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

ARTICLE XXII

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXIII

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

ARTICLE XXIV

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

ARTICLE XXV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Tammy Chako, Deputy Director, Health and Human Services Agency or successor.

ARTICLE XXVI

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

ARTICLE XXVII

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

ARTICLE XXVIII

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

ARTICLE XXIX

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

ARTICLE XXX

Counterparts: This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

ARTICLE XXXI

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 "HIPAA Business Associate Agreement" (incorporated herein and made by reference a part hereof).

ARTICLE XXXII

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: Tammy Chako
Tammy Chako
Deputy Director
Health and Human Services Agency

Dated: 4/8/2020

Requesting Department Head Concurrence:


By: Donald Semon
Donald Semon
Director
Health and Human Services Agency

Dated: 4-9-20

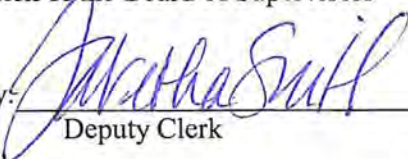
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 4/14/20

By: 
Chair
Board of Supervisors
"County"

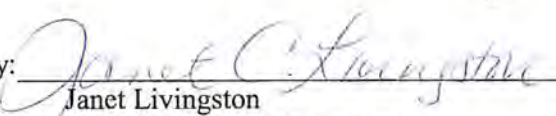
ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 4/14/20

-- CONTRACTOR --

NEW CONNECTIONS COMMUNICATION SERVICES, INC.
A CALIFORNIA CORPORATION

By: 
Janet Livingston
CEO and Corporate Secretary
"Contractor"

Dated: 4/3/2020



- j) Law Compliance. Business Associate will perform its duties under this Business Associate Agreement.

- k) Information. Business Associate shall provide Covered Entity with any information that is necessary for Covered Entity to comply with applicable law.

- l) Assignment. Business Associate shall not assign any of its rights or duties under this Business Associate Agreement without the prior written consent of Covered Entity.

- m) Severability. If any provision of this Business Associate Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall not in any way be affected or impaired. The parties intend that in lieu of each clause or provision of this Business Associate Agreement that is or becomes illegal, invalid, or unenforceable, there be added as part of this Business Associate Agreement a clause or provision as similar in terms as may be possible and legal and enforceable.

- n) Entire Agreement. This Business Associate Agreement and any underlying service agreement contain the entire agreement of the parties.

- o) Binding Agreement. This Business Associate Agreement shall be binding upon the parties hereto and their successors and assigns.

- p) Notice. Any notice or other communication required or permitted shall be in writing and shall be deemed to have been given when received.

IN WITNESS WHEREOF, the parties hereto have executed this Business Associate Agreement.

Signed in Agreement

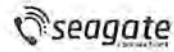
A handwritten signature in cursive script, appearing to read "Janet Livingston".

Contact Person's Name
Company Name

Janet Livingston
Call Center Sales Pro



Consultation Nationwide Answering Services / Contact Centers



CALL CENTER SALES PRO BUSINESS ASSOCIATE AGREEMENT

This Business Associate, Call Center Sales Pro., agreement is made and entered into by and between Call Center Sales Pro ("Business Associate") Lakshma R Tiyyagura, MD (re "Covered Entity").

RECITALS

Whereas, the Department of Health and Human Services ("DHHS") has promulgated regulations at 45 C.F.R Parts 160 and 164, Subparts A and E (the "Privacy Rules"), and 45 C.F.R. Parts 160, Subpart C (the "Security Rules"), implementing the privacy and security requirements set for the Administrative Simplifications provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

Whereas, the Privacy and Security Rules provide, among other things, that covered entity is permitted to disclose Protected Health Information (as defined below) to a business associate and all the business associate to obtain and receive Protected Health Information, if the covered entity obtains satisfactory assurances in the form of a written contract that the business associate will appropriately safeguard the Protected Health Information as prescribed by the Health Insurance Portability Act of 1996 including all requirements stipulated by Addendums and Revision of the Act.

Whereas, Business Associate will have access to, create and/or receive certain Protected Health Information in conjunction with the services being provided by Business Associate to Covered Entity, thus necessitating a written agreement that meets that applicable requirements of the Privacy and Security Rules. Both parties have mutually agreed to satisfy the forgoing regulatory requirements through this Business Associate Agreement.

Now, therefore, Covered Entity and Business Associate agree as follows:

1. Definitions. The following terms shall have the meaning set forth below:

a) C.F.R "C.F.R" means the Code of Federal Regulations.

b) Covered Electronic Transaction. "Covered Electronic Transaction" shall have the meaning given the term "transaction" in 45 C.F.R. Section 160.103.



- c) Designated Record Set. "Designated Record Set" had the meaning assigned to such a term in 45 C.F.R. Section 164.501.
- d) Individual. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. Section 106.103 and shall include a person who qualifies as the Individual's personal representative in accordance with 45 C.F.R. Section 164.502(g).
- e) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information," in 45 C.F.R. Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- f) Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. Section 164.103
- g) Secretary. "Secretary" shall mean the Secretary of DHHS or his or her designee.
- h) Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. Section 164.304.
- i) Standards for Electronic Transactions Rule. "Standards for Electronic Transactions Rule" means the final regulations issued by DHSS concerning standard transactions and code set under the Administrative Simplifications provisions of HIPPA, 45 C.F.R Part 160 and Part 162.

2. Obligations and Activities of Business Associate

- a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Business Agreement or as Required by Law.
- b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided by this Business Associate Agreement or Required by Law. Business Associate agree to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rules.
- c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or Business Associate's agents or subcontracts in violation of the requirements of this Business Associate Agreement.
- d) Business Associate agrees to report to Covered Entity in writing any use or disclosure of the Protected Health Information by Business Associate or Business Associate's agents or subcontracts not provided for by this Business Associate Agreement as soon as administratively possible after the earlier of (1) the date on which Business Associate



becomes aware of the breach or (2) the date on which Business Associate should have been aware of the breach if it had exercised reasonable diligence. Business Associate agrees to report to Covered Entity in writing and Security Incident within the time period described above.

e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions and conditions that apply under the Privacy and Security Rules, as applicable, and through this Business Associate Agreement to Business Associate with respect to such information. Business Associate shall provide copies of such written agreements to Covered Entity upon request. Business Associate shall provide written notification to Covered Entity if Business Associate becomes aware of any breach in confidentiality of Protected Health Information by a subcontractor or agent.

f) Business Associate agrees to provide access to Protected Health Information in a Designated Record Set, as soon as administratively possible, to Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet the requirements under 45 C.F.R Section 164.524. Business Associate shall maintain the Designated Record Set. Business Associate will notify Covered Entity in writing if Individual requests information that is not contained in a Designated Record Set maintained by Business Associate or its agents or subcontractors.

g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to in writing pursuant to 45 C.F.R. Section 164-526 at the request of Covered Entity or an Individual, as soon as administratively possible.

h) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, as soon as administratively possible, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules. Covered Entity may, but shall not be required to perform audits to ensure compliance with Privacy and Security Rules. Business Associate shall provide Covered Entity a copy of any Protected Health Information that Business Associate provide to the Secretary.

i) Business Associate agrees to document such disclosure of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528.

j) Business Associate agrees to provide to Covered Entity or an Individual, upon request and as soon as administratively possible, an accounting of disclosures of an Individual's Protected Health Information, collected in accordance with Section 2(i) of this Business Associate Agreements, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528.

k) Business Associate acknowledges that it shall request from Covered Entity and so disclose to its affiliates, subsidiaries, agents and subcontractors or other third parties, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder.

l) If Business Associate conducts or receives any Covered Electronic Transactions on behalf of Covered Entity,



Business Associate shall comply with the applicable requirements of the Standards or Electronic Transactions Rule to the extent Required by Law, and shall ensure that any agents or subcontractors that assist Business Associate in conducting Covered Electronic Transaction on behalf of Covered Entity agree in writing to comply with the Standards for Electronic Transition Rule to the extent Required by Law. Business Associate will provide copies of these agreements to Covered Entity upon request. Business Associate shall provide written notification to Covered Entity if Business Associate becomes aware of any breach of the Standards for Electronic Transactions Rule by any agent or subcontractor.

m) Subject to Section 5(c), Business Associate agrees to maintain Protected Health Information for six years after its creation or last use.

n) Business Associate agrees to receive Protected Health Information from and disclose Protected Health Information to, Covered Entity's other business associate as directed by Covered Entity to facilitate plan administration to the extent permitted by the Privacy and Security Rules.

o) Business Associate agrees to maintain adequate liability insurance for privacy and security breaches if such insurance is available.

p) Business Associate shall comply with any Individual's request for restrictions that is approved by Covered Entity in accordance with Privacy Rules.

3. Permitted Uses and Disclosures by Business Associate

a) Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose Protected Health Information to perform its obligations and services to Covered Entity, provided that such use or disclosure would not violate the Privacy and Security Rules if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

b) Except as otherwise limited in this Business Associate Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c) Except as otherwise limited in this Business Associate Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable written assurance from the person to whom the information is disclosed that it will be held confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.



d) Except as otherwise limited in this Business Associate Agreement, Business Associate may use Protected Health Information to provided data aggregation services to the Covered Entity as permitted by 45 C.F.R. Section 164.504(e)(2)(i)(B).

4. Obligations of Covered Entity

a) Covered Entity shall provide Business Associate with notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. Section 164.520, as well as any changes to that notice to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c) Covered Entity shall notify Business Associate, in writing, of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information. Business Associate shall comply with any Individual's request for restriction that is approved by Covered Entity.

d) Excepts as provided in Section 3(b)-(d). Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy and Security Rules if done by Covered Entity.

e) Covered Entity shall complete Addendum A, which provides the names of all parties that Business Associate may disclose or share PHI in the performance of its required duties and obligations as a provider to Covered Entity.

5. Term and Termination

a) Term. The Provision of this Business Associate Agreement shall take effect February 1 2013, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the provisions in this Sections.



b) Termination for Cause. Upon Covered Entity's knowledge that there has been a material breach of this Business Associate Agreement by Business Associate, Covered Entity shall, in its discretion, either (1) immediately terminate the Business Associate Agreement and any underlying service agreement, or (2) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Business Associate agreement and any underlying services agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity. If neither cure nor termination is feasible. Covered Entity shall report the violation to the Secretary.

c) Effect of Termination.

1) Except as provided in paragraph (c)(2) of this Section, upon termination of this Business Associate Agreement or any underlying service agreement, for any reason. Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide Covered Entity written notification of the conditions that make return or

destruction infeasible. Upon mutual agreement that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protection of this Business Associate Agreement to such protected Health Information, and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. If Business Associate retains Protected Health Information for at least six (6) years after termination of this Business Associate Agreement or any underlying service agreement. The provision of this Section 5 (c)(2) shall also apply to Protected Health Information that is in the possession of Business Associate's subcontractors or agents.

6. Miscellaneous

a) Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended, and for which compliance is required.

b) Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or



the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation. Covered Entity may, by written notice to Business Associate, and by mutual agreement, amend the Business Associate in such manner as Covered Entity determines necessary to comply with such law or regulation. Covered Entity may immediately terminate the Business Associate Agreement and any underlying service agreement if Business Associate does not agree to amend this Business Associate Agreement to comply with any change in applicable law.

c) **Survival.** The obligation of Business Associate under Section 5(c)(2) of this Business Associate Agreement shall survive the termination of the Business Associate Agreement or any underlying service agreement.

d) **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules. In the event of any inconsistency or conflict between this Business Associate Agreement and any other agreements between parties, the terms, provisions and conditions of this Business Associate Agreement shall govern and control.

e) **No Third Party Beneficiary.** Nothing express or implied in the Business Associate Agreement is intended to confer, nor shall anything herein conger, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

f) **Governing Law.** This Business Associate Agreement shall be governed by and construed in accordance with the laws of the State of Washington, except as otherwise preempted by federal law.

g) **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity and its Trustees, employees, and other agents from and against any claim, loss, liability, penalty, fine, cost, damage, and expense, including the cost of legal and paralegal fees through and including any appeals that may be asserted against Covered Entity or its Trustees, employees or agents by reason of (1) Business Associate's violation of applicable law, negligence, willful misconduct, failure to comply with this Business Associate Agreement, or bad faith, (2) the use of Protected Health Information for Business Associate's own purposes, as described in Section 3(b)-(d), (3) the use or disclosure of Protected Health Information by Business Associate's subcontractor or agent, or (4) a Security Incident that Business Associate or Business Associate's subcontractor or agent reasonably could have prevented.

h) **Disputes.** In the event of any dispute between the parties regarding this Business Associate Agreement, the prevailing party shall be entitled to its reasonable cost and attorney fees, including paralegal fees, through and including any appeals.

i) **Waiver.** Failure of either party to require performance of any duty of the other party or otherwise to enforce any right under this Business Associate Agreement shall not constitute a waiver of that party's enforce any other provisions of this Business Associate Agreement.



j) Law Compliance. Business Associate will perform its duties under this Business Associate Agreement.

k) Information. Business Associate shall provide Covered Entity with any information that is necessary for Covered Entity to comply with applicable law.

l) Assignment. Business Associate shall not assign any of its rights or duties under this Business Associate Agreement without the prior written consent of Covered Entity.

m) Severability. If any provision of this Business Associate Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall not in any way be affected or impaired. The parties intend that in lieu of each clause or provision of this Business Associate Agreement that is or becomes illegal, invalid, or unenforceable, there be added as part of this Business Associate Agreement a clause or provision as similar in terms as may be possible and legal and enforceable.

n) Entire Agreement. This Business Associate Agreement and any underlying service agreement contain the entire agreement of the parties.

o) Binding Agreement. This Business Associate Agreement shall be binding upon the parties hereto and their successors and assigns.

p) Notice. Any notice or other communication required or permitted shall be in writing and shall be deemed to have been given when received.

IN WITNESS WHEREOF, the parties hereto have executed this Business Associate Agreement.

Signed in Agreement

A handwritten signature in black ink that reads "Janet Livingston".

Contact Person's Name
Company Name

Janet Livingston
Call Center Sales Pro

**County of El Dorado Health and Human Services Agency
Child Welfare Services (CWS)
Protocol for Handling After-Hours Telephone Calls
and Ensuing Call Logs for 844-756-3659**

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.

**County of El Dorado
Health and Human Services Agency
Adult Protective Services (APS)
After-Hours Coverage Protocol for Answering Service
(530) 642-4800**

Handling of Incoming Telephone Calls By Service

Adult Protective Services (APS) works with older and dependent adults (age 18 and older) who are unable to meet their own needs or are victims of abuse, neglect or exploitation. APS receives reports of potential situations of concern regarding the above referenced situations and works with individuals and families to verify the validity of concerns and provide supports and services to help keep vulnerable populations safe in their own homes and communities.

The Answering Service (Service) shall accept incoming calls (including collect calls) for the Health and Human Services (HHSA) Adult Protective Services (APS) Program (APS) outside County business hours (5 p.m. through 8 a.m. weekdays and 24 hours per day on weekends and holidays). In the event of an unanticipated office closure (i.e. equipment failure, power outage or other urgent circumstance where the County office/telephone system is unavailable), the County will contact the Service by telephone to arrange for coverage of APS calls.

- For calls received during County business hours (8:00 a.m. and 5:00 p.m.), the Answering Service shall advise the caller to contact office staff directly and transfer the call to the APS Office at (530) 642 – 4800.

Types of Calls

APS calls typically fall into several categories:

- Law Enforcement Calls (Law enforcement personnel typically calls to or speak with the APS On-Call Social Worker to potentially obtain information or request assistance with a situation they have encountered or to file an APS report.)
- Other Mandated Reporter Calls (After hours calls from an individual who is a mandated reporter are often from hospital and medical personnel, fire department personnel, or other health and safety service providers in the community.)
- Non-mandated Reporters (Calls from at risk individuals, family members, friends, neighbors and other community members.)

Service should be advised that callers may be in distress or in need of emergency services (law enforcement, fire department, paramedics) or may be calling about a situation which is upsetting to them. Callers may also present as confused or unable to relay clear information to the service as to what assistance they are seeking.

Service Response to Calls

- 1) Service should first determine if the call pertains to an emergency requiring police, paramedic/ambulance or fire department response.
 - a. If caller indicates this is an emergency:
 - i. Facilitate contacting local 911 dispatch where the individual is located

- ii. Log the outcome of the call being connected to local 911 dispatch
 - iii. Inform the On-Call APS Social Worker of the emergency call.
- 2) Service shall next determine whether the caller intends to report a situation that involves a child or an adult.
 - i. If the caller is intending to report a situation involving a child, they should be referred to Child Protective Services for the County of residence.
 - 3) If the caller is reporting a situation regarding an adult residing in El Dorado County, the Services shall ask the caller if they are calling for Adult Protective Services or for the Public Guardian's office.
 - i. Confusion regarding APS and Public Guardian is not uncommon; therefore asking for clarification can help in making appropriate determinations of where to route the call.
 - ii. If the caller is uncertain, the call should be routed to APS for the On Call Social Worker to make the determination.
 - 4) For non-911 emergency calls, Service shall page the APS On-Call Social Worker.
 - 5) For callers asking for a specific APS Social Worker, they should be advised that only an On-Call Social Worker is available after hours and be given the option to wait to speak with the specific worker during business hours or speaking with the On Call APS Social Worker.
 - i. If the caller chooses to wait to speak to a specific worker, the Service should take a message and forward it to the office the next business day.

Contacting the APS On-Call Social Worker

- 1) Service shall page the appropriate APS On-Call Social Worker, using the appropriate number on the "APS After Hours Contact List" that is supplied to Service.
- 2) 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 on the contact list.
- 3) If the after-hours worker does not respond to Service's second attempt to contact them, Service shall then contact the APS Social Services Program Manager (or designee).

After Hour Call Logs

By 8:00 a.m. Pacific Standard Time each business morning, Service 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
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
Behavioral Health Division, Mental Health Programs
Protocol for Handling After-Hours Telephone Calls
and Ensuing Call Logs for:**

**530-544-2219 South Lake Tahoe Psychiatric Emergency Services
530-622-3345 West Slope Psychiatric Emergency Services
800-929-1955 24/7 Access Line**

Handling of Incoming Telephone Calls By Service

The answering service (Service) shall accept incoming calls for the Behavioral Health Division (BHD), Mental Health Programs. 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 between the hours of 8:00 a.m. and 11:59 p.m., 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.
 - b. For any incoming calls between the hours of 12:00 a.m. and 7:59 a.m., seven (7) days per week, Service will patch the call to (530) 265-2562.
3. **Placerville (West Slope) Psychiatric Emergency Services (PES) (530-622-3345):**
 - a. For any incoming calls between the hours of 8:00 a.m. and 11:59 p.m., 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.
 - b. For any incoming calls between the hours of 12:00 a.m. and 7:59 a.m., seven (7) days per week, Service will patch the call to (530) 265-2660.
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 Mental Health 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 8:30 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
SLT 12:00 a.m. to 8:00 a.m. On-Call Line(530) 265-2562

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
WS 12:00 a.m. to 8:00 a.m. On-Call Line(530) 265-2660

Webpagewww.edcgov.us/MentalHealth/

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

**County of El Dorado Health and Human Services Agency
Substance Use Disorder Services (SUDS) Program
Protocol for Handling After-Hours Telephone Calls
and Ensuing Call Logs for:**

**530-621-6290 West Slope SUDS
530-573-7970 South Lake Tahoe SUDS
800-929-1955 24/7 Access Line**

Handling of Incoming Telephone Calls By Service

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

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

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) 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 first ascertain the following information:
 - I. ***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.
 - II. ***Are you having a mental health crisis?*** If the caller indicates yes, the Service shall ascertain the caller's location (South Lake Tahoe or West Slope/Placerville area) and follow the protocol in EXHIBIT F under paragraphs 2 or 3 in order to connect the caller with Psychiatric Emergency Services (PES). Log the outcome of the call as being connected to a MH PES staff.
- b. If the caller is Requesting SUDS services:
 - I. If during business hours:
 - (i.) Read the following to the caller: ***“To have substance use disorder services from the County, you must first be assessed. A staff member will collect your registration information. If the staff member is helping other people, you may have to leave a voice mail with your name and phone number. Once your request for service is made, you will get a call from a Clinician to do a phone assessment within 10 business days. I'll transfer you to the staff member now.”***
 - (ii.) Connect the caller directly to (530) 621-6290 and log that as the outcome of the call.

- II. If after business hours:
- (i.) Read the following to the caller: ***“To have substance use disorder services from the County, you must first be assessed. A staff member will collect your registration information. Once your request for service is made, you will get a call from a Clinician to do a phone assessment within 10 business days. Their office is closed now, but I will give them your name and phone number to call you when they are open.”***
 - (ii.) Log the caller’s name and phone number and log the call as “Request for Service”.
- III. If the caller states they cannot wait 10 business days, the Service shall call SUDS staff using the “On Call” schedule and associated staff phone numbers. Services shall patch the call to the SUDS staff or staff shall be given caller’s number. If no response is received from SUDS staff within fifteen (15) minutes, Service will contact On-Call SUDS Supervisor.
- (i.) Log the caller’s name and phone number and log the call as being connected to SUDS staff.
- IV. If the caller declines to complete a Request for Services at this point, log the call outcome “Declined Request for Service”.
- c. 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 SUDS about your concern. If you have Medi-Cal and were denied service, you may file an “appeal”. Both forms can be picked up at the SUDS office or from their web page, or the forms can be mailed to you. If you already filed an appeal and it was denied, you may ask for a “fair hearing”. The county is required to assist you to complete these forms upon your request. This includes, but is not limited to, auxiliary aids and services such as providing interpreter services and toll-free numbers that have adequate TTY/TTD and interpreter capability. For more information, you may call the Patients’ Rights Advocate at 530-621-6183 or the SUDS Utilization Review Supervisor at 530-621-6146 when their office is open. Would you like any of the forms mailed to you?”***
 - (i.) If the caller would like assistance in completion of forms or forms mailed to them, ask for their name, phone number and mailing address. Enter that information into the call log.
 - (ii.) Log the call as “Problem Resolution Process.”
- d. Seeking General Information About Services:
- I. Read the following to the caller: ***“Substance Use Treatment services may include groups, medication and counseling; a 24-hour access line; withdrawal management and/or short term residential treatment. SUD offices are located in South Lake Tahoe and Placerville. For more information about services, you can call back during business hours or I can have someone call you. You can also look at their webpage.”***
 - (i.) Provide SUD phone number 530-621-6201 or webpage address to the caller.
 - (ii.) Log the call as “General Information.”

3) After Hour Call Logs

By 8:00 a.m. Pacific Standard Time each business morning, Service shall send, as an attachment to an e-mail, 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.

Email: odsaccess@edcgov.us

Substance Use Disorder Services Telephone and Fax numbers:

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

South Lake Tahoe Office

1900 Lake Tahoe Boulevard

South Lake Tahoe, CA 96150

SLT Office (530) 573-7970

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

Placerville Office (West Slope)

929 Spring Street

Placerville, CA 95667

WS Office (530) 621-6290

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

Webpage www.edcgov.us/MentalHealth/

Click on the “Substance Use Disorder Services” section

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

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

Handling of Incoming Telephone Calls By Service

The answering service (Service) shall accept incoming calls for the Public Guardian's Office (PG). For calls received during County business hours of 8:00am to 5:00pm, excluding Holidays, Service shall transfer the caller to the Public Guardian's Office at (530) 621-6219. Incoming collect calls shall not be accepted.

Determining Nature of the Call and Contacting After-Hours Staff

1. All Incoming Calls:
 - a. ***Is this an emergency requiring police, ambulance or fire?*** If caller indicates this is an emergency:
 - i. Facilitate contacting local 911 dispatch where the PG client is located.
 - ii. Log the outcome of the call being connected to local 911 dispatch.
 - iii. Service to follow protocol below under paragraph c and inform the on-call PG staff of the emergency call.
 - b. ***Is this a hospital that requires emergency medical consent?*** If the caller indicates yes, then say the following:
 - i. "If at any time it becomes medically necessary to treat the patient, then you should check the patient's chart and start emergency procedures consistent with any prior information received regarding the code status of the patient. This includes information from the patient or the patient's conservator. If there is no code status information in the chart, then you should follow your emergency protocol. I will now attempt to contact the on-call PG staff (Service to follow the protocol below under paragraph c)."
 - c. ***Does the caller need to speak with someone urgently?*** If the caller indicates yes:
 - i. The Service shall page the on-call PG staff.
 - ii. Once PG responds, Service shall patch the call to the caller or staff shall be given the caller's name and number, the name of the PG client, and the reason for the call.
 - iii. If no response is received from staff within fifteen (15) minutes, Service shall call the provided on-call staff's telephone number.

- iv. If no response is received from staff within fifteen (15 minutes), Service shall wait a maximum of sixty (60) minutes before attempting to contact the on- call staff.
 - v. Service shall call a least every sixty (60) minutes until a response is received.
- d. ***Can the issue wait until the following business day?*** If the caller indicates yes:
- i. The Service shall ask them to call (530) 621-6219 between the hours of 8:00am

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 to staff designated to receive same, of all calls and messages received and actions taken for that particular shift.



County of El Dorado

Agreement #4727 2020-2023

Telephone Answering Services for Health and Human Service Agency
 Adult Protective Services | Child Welfare Services | Behavioral Health
 Public Guardian | Public Health

Current Pricing effective May 1st,2020.

EXHIBIT H New Connections Communications Services, Inc. Rates

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

Annual Contract Changes:

NCCS will add an additional three (3)% per contract year (year starts May 1st 2020/21/22) to all rates as a yearly increase.

Additional Optional Services:

Upon the parties' mutual written agreement, Call Center Sales Pro may also supply additional services (prices indicated are quotes only; actual fees will be determined at the time of order per the parties' mutual written agreement). A sample of additional services is listed below.

Additional Fees - After Initial Implementation (if needed)	
Web Programming	\$105.00 per hour (1-hour minimum)
Script Development	\$75.00 per hour (1-hour minimum)
Training Program Development	\$75.00 per hour (1-hour minimum)
Telecom/Long Distance - Toll Free Number	\$25.00 per TFN. \$0.16 per minute for usage for any TFN Assigned
Portal License	\$250.00 per month.
RESPORG Toll Free Numbers	\$75.00 per number - (if needed)
Amtelco Infinity Online System Access	\$150.00 per user per month - system time \$.04 per minute. (if needed)
Crisis Event	\$25.00 per Front End Recording per Account \$150.00 per Crisis day
Travel Expenses	On site Meetings - At Cost (if requested by client for training purposes)
Holiday Greeting	\$25.00 plays every holiday so callers know office closed/ open etc.,
NCCS completing On Call Management	\$ 35.00 per billing cycle - monthly calendars \$ 75.00 per billing cycle - weekly calendars \$ 125.00 per billing cycle - daily calendars
Self-Service On-Call Management	\$ 15.00 per billing cycle



IN WITNESS WHEREOF, the parties have executed this Agreement by causing their authorized representatives to sign in the spaces provided below

Signature,

A handwritten signature in black ink that reads "Janet C. Livingston".

Tammy Chako
County of El Dorado

Janet Livingston - President
NCCS a Call Center Sales Pro Company

Dated: November 19th, 2019

Payment Information:

Call Center Sales Pro Wire / ACH Instructions

US Bank
Four Seasons Plymouth
4105 Lancaster Lane
Plymouth MN 55441

Routing Number: 091000022
Account Number: 104782753834

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.