

**ORIGINAL**

AGREEMENT FOR SERVICES #307-S1510  
AMENDMENT I

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This Amendment I to that Agreement for Services #307-S1510, 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 Progress House, Inc., a California corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2844 Coloma Street, Placerville, CA 95667 (mailing: PO Box 1666, Placerville, CA 95667);(hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide transitional housing and meal/personal needs stipends for clients referred by the El Dorado County Probation Department, in accordance with Agreement for Services #307-S1510, dated January 15, 2015, incorporated herein and made by reference a part hereof; and

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide substance abuse assessments, substance abuse treatment services, and other services on an "as requested" basis for clients referred by the El Dorado County Probation Department; and

**WHEREAS**, the parties hereto have mutually agreed to amend ARTICLE I Scope of Services, ARTICLE III Compensation for Services, and ARTICLE V HIPAA Compliance; and

**WHEREAS**, the parties hereto have mutually agreed to add ARTICLE XXXII Fingerprinting, ARTICLE XXXIII Compliance with All Federal, State and Local Laws and Regulations, ARTICLE XXIV Confidentiality and Information Security Provisions, ARTICLE XXV Release of Information, ARTICLE XXVI Debarment and Suspension Certification, ARTICLE XXVII Transfer of Records, and ARTICLE XXVIII Litigation.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #307-S1510 shall be amended a first time as follows:

## ARTICLE I

**Scope of Services:** Contractor shall provide personnel and services necessary to provide single or multiple units or sessions of substance abuse assessment and treatment services, classes or other requested services (service) on an “as requested” basis to clients (Client) referred by County’s Probation Department.

- A. Services: Contractor shall be responsible for the provision of services in accordance with the written Probation Department Authorization. Services may include, but are not limited to:
1. Classes: Upon written request via Probation Department Authorization, Contractor shall provide the requested class(es).
  2. Court Meetings and Court Appearances: As arranged by and upon notification from the Court, or as the Court directs County, or upon subpoena, Contractor shall attend client-related Court meetings (Court Meeting) and Court sessions (Court Appearances.)
    - a. Court Meetings are mandatory case compliance meetings directed by the Court. Contractor shall be paid for their attendance at Court Meetings using the Regular Drug Medi-Cal (DMC) ODF Outpatient Drug Free (ODF) Individual Counseling face-to-face visit Unit of Service (UOS) Rate as their hourly rate for time actually spent at the Court Meeting. Contractor is required to sign in with the Court Clerk at said meeting and, as requested by County, may be required to provide Minutes of the Court to further verify their attendance at same. Failure to sign in with the Court Clerk or provide Minutes of the Court as requested by the County may delay payment. If the Court’s Meeting is cancelled by the Court less than 24 hours in advance of its scheduled calendar time and is not rescheduled for the same month, Contractor may invoice for the scheduled length of that month’s cancelled Court Meeting, not to exceed two (2) hours.
    - b. Court Appearances are mandatory court case appearances as directed by the Court. Contractor shall be paid for their attendance at Court Appearances using the DMC ODF Individual Counseling face-to-face visit UOS Rate as their hourly rate and pro-rated for time actually spent at the Court Appearance. Contractor may not invoice County if Court Appearance is cancelled.
  3. Initial Visit and/or Initial Alcohol or other Drug (ADP) Assessment: Contractor shall collect demographic, financial, health, family, living situation, and other pertinent information as necessary to establish Client records and to support reporting requirements. Also includes dissemination of required information to Client(s) including but not limited to Contractor confidentiality policies, complaint procedures, and admission procedures. Initial Visit and/or Initial ADP Assessment also includes identifying appropriate treatments and frequency of treatments, referring Client(s) to other resources as appropriate, planning the delivery of treatment services, documenting treatment plans, and addressing goals to be reached including action steps/target dates.

4. Multidisciplinary Team Meetings: Upon Probation Department's written Authorization, Contractor shall attend multidisciplinary team meetings and County shall only pay Contractor for attendance at multidisciplinary team meetings when County specifically requests Contractor's attendance. The definition of multidisciplinary team meetings as it applies to this Agreement excludes any community-based teams or organizations in which County considers Contractor, Contractor's staff, or assigns to be regular standing members. Contractor shall be paid for these appearances at the DMC rate for Regular DMC individual counseling session rate for time actually spent at the meeting.
5. Residential Services: Upon Probation Department's written Authorization, Contractor shall provide residential treatment services. Client(s) admitted to residential treatment shall receive counseling services. The cost of said counseling services shall be included within County's Standardized Rate for service and shall not be billed separately.
6. Transitional Living Services: Contractor agrees to furnish the personnel and equipment necessary to provide transitional housing services and meal/personal needs stipends to clients referred by the Probation Department. Meal/personal needs stipends will be disbursed to clients by Progress House, Inc. on the 1<sup>st</sup> and 15<sup>th</sup> of each month. Housing will include the following: (1) an appropriate storage area for personal items (i.e. clothing and hygiene items), (2) clean and sanitized beds, linens, and blankets, (3) freezer and refrigeration space for food or medication items, (4) cooking and food preparation area, (5) basic kitchen utensils and kitchen ware, (6) a homelike environment that supports a substance free and sober life. Contractor agrees to provide the Probation Department access to any transitional housing facilities/venues in which Probation Department clients are present, at any time day or night, without a search warrant to monitor a client's compliance with his/her supervision program.

Services shall only be provided following approval via signed Probation Department Authorization. Multiple units of service (Multiple Units) shall be defined as one or more units of same or similar service(s) provided to Client(s) on a single day, as more fully defined under the Article titled "Compensation for Services."

Contractor shall immediately contact the appropriate Probation Department staff, at no charge to County, to inform them of Client appointment no-shows, cancellations, or any other urgent concerns directly affecting Client or Client's treatment plan.

- B. Reports: Contractor shall provide written reports, including but not limited to the following:
1. Initial Visit/Initial ADP Assessment Report - Within seven calendar days of Client's initial visit/initial ADP assessment, Contractor shall provide appropriate Probation Department staff, at no charge to County, with a written initial visit/initial ADP assessment report that shall detail Contractor's professional evaluation of Client's needs including the recommended type of therapy to be utilized, the recommended number/frequency of sessions and whether or not additional or different services may be required or recommended. Once recommended services have been pre-approved via a Probation Department Authorization and Contractor has initiated services, Contractor may not make any alterations without first securing a revised Probation Department Authorization from the appropriate Probation Department staff. Contractor shall be compensated for the client's initial visit/initial ADP assessment at the current DMC Reimbursement Rate for DMC ODF Individual Counseling UOS rate. Contractor shall utilize the shortened version of the ADP initial assessment report to prepare the initial assessment report that identifies short-term and immediate client needs.
  2. Progress Reports – Contractor shall report Client's progress at a minimum of weekly to the Probation Department utilizing the County directed form.

The above written reports are a required deliverable of this Agreement and Contractor's failure to provide them to Probation Department within the specified time limits described above shall be considered a breach of this Agreement. County shall not be obligated to pay for the services provided to the client until the requested written reports have been submitted. It is a further requirement of this Agreement that all written reports submitted to Probation Department shall contain the report writer's original signature. It is recommended, but not required, that all original signatures be made using blue ink. This signature shall act as a declaration that the contents of the written report(s) are accurate.

If applicable, Contractor agrees to assist Probation with a smooth transition for Clients. This includes, but is not limited to, assistance with providing Client case plan information to the County Health and Human Services Agency (HHSA). If applicable, Contractor agrees to assist Probation with a smooth transition of funding source. This includes, but is not limited to, movement from payment for services under this Contract to payment for services under another County Contract.

### **ARTICLE III**

**Compensation for 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.

Total amount of this Agreement shall not exceed \$240,000.00.

Rates: Contractor shall use the below “County Standardized Rate Structure,” which uses the most current California DMC (DMC) Alcohol and Drug Services Program “Regular DMC” and “Perinatal DMC” rates (collectively DMC rates) as its benchmark, when billing the County for the categories of treatment services defined under the Article titled “Scope of Services” and as set forth in the below listed chart.

Contractor shall not exceed the amount of funding listed in the Article titled, “Compensation for Services.”

All rates as noted in the County Standardized Rate table herein are inclusive of preparation and documentation time.

A. DMC rates are for reimbursement reference purposes only and any descriptive information contained within the DMC rate schedule shall not apply to this Agreement unless otherwise specifically addressed. California-approved DMC rates are located on the California Department of Health Services at the following website address: <http://www.dhcs.ca.gov/formsandpubs/ADPBulletins/MHSUDSInformationNotice15-020Exhibit.pdf>.<sup>1</sup>

B. DMC rates shall be subject to an annual adjustment in order to match the most current State-approved DMC rate schedule. Any adjustments to the DMC rate schedule by the State shall become effective the first day of the month that follows California’s announcement that its governor has signed the Budget Bill for that particular Fiscal Year, thereby enacting the California State Budget Act.<sup>2</sup>

<sup>1</sup>The California ADP Bulletin contains information on the most current DMC rates, which can be found at the CA Dept. of Health Services (<http://www.dhcs.ca.gov/formsandpubs/ADPBulletins/MHSUDSInformationNotice15-020Exhibit.pdf>). This link will open the “Alcohol and Drug Bulletins and Letters” page. Click on the link titled “Proposed Drug Medi-Cal Rates for Fiscal Year \_\_\_” (most current fiscal year) or click on the Exhibit link to open the DMC rate chart.

<sup>2</sup> The most current information on the status of the enactment of the California budget act may usually be found at the following website: <http://www.ebudget.ca.gov>

SERVICE	COUNTY STANDARDIZED RATE STRUCTURE
<p><b>Client Progress Reports.</b> No less than weekly, Contractor shall provide the Probation Department and update on the Client progress utilizing the County directed form.</p>	<p>No Charge</p>
<p><b>Court Appearances.</b> Upon subpoena or by direction from the County, Contractor shall attend court sessions and/or meetings. County shall only pay Contractor for court appearances when County subpoenas Contractor. Contractor shall be paid for court appearances at the DMC rate for Regular DMC individual counseling session for time actually spent at the subpoenaed or</p>	

SERVICE	COUNTY STANDARDIZED RATE STRUCTURE
<p>directed court session and/or meeting. Contractor shall provide documentation of attendance at Court appearances as backup to invoices. Travel time shall not be included in the reimbursement for these services.</p>	<p>Current DMC Reimbursement Rate for Regular DMC ODF Individual Counseling Unit of Service (UOS) Rate</p> <p>(FY 2015-16 rates published at time of agreement execution; Non-perinatal \$66.93, Perinatal \$105.90)</p>
<p><b>Court Meetings.</b> Upon notification from Court or as Court directs County, and at a rate equivalent to the individual counseling session for the time Contractor appeared in person at Court Meeting and pro-rated for time actually spent at the pertinent court session. If Court's meeting is cancelled by the Court less than 24 hours in advance of scheduled calendar time and is not rescheduled for the same month, Contractor may invoice for the scheduled length of cancelled Court meeting, not to exceed two (2) hours. Contractor shall provide documentation of attendance at Court meetings as backup to invoices. Travel expenses including but not limited to travel time, meals, lodging, and mileage shall not be paid by County.</p>	<p>Current DMC Reimbursement Rate for Regular DMC ODF Individual Counseling UOS Rate.</p> <p>(FY 2015-16 rates published at time of agreement execution; Non-perinatal \$66.93, Perinatal \$105.90)</p>
<p><b>Family Therapy Session.</b> 90 minutes per session upon written request by County and wherein one (1) or more therapists or counselors treat no more than twelve (12) family members at the same time. Multiple Units of Service shall be allowed upon prior approval of the Probation Department.</p>	<p>Current DMC Reimbursement Rate for Regular DMC ODF Group Counseling UOS Rate per client</p> <p>(FY 2015-16 rates published at time of agreement execution; Non-perinatal \$27.14, Perinatal \$52.11)</p>
<p><b>Group Counseling Session.</b> 90 minutes per session and per group therapy participant upon written request by County and wherein one (1) or more therapists or counselors treat no less than two (2) and no more than twelve (12) group therapy participants at the same time. Multiple Units of Service shall be allowed upon prior approval of the Probation Department.</p>	<p>Current DMC Reimbursement Rate for Regular DMC ODF Group Counseling UOS Rate</p> <p>(FY 2015-16 rates published at time of agreement execution; Non-perinatal \$27.14, Perinatal \$52.11)</p>
<p><b>Individual Counseling Session.</b> 50-60 minutes per session and per individual upon written request by County. Individual Counseling shall be limited to intake, crisis</p>	<p>Current DMC Reimbursement Rate for Regular DMC ODF Individual Counseling UOS Rate</p>

SERVICE	COUNTY STANDARDIZED RATE STRUCTURE
intervention, collateral treatment services, and discharge planning.	(FY 2015-16 rates published at time of agreement execution; Non-perinatal \$66.93, Perinatal \$105.90)
<p><b>Initial ADP Assessment.</b> 50-60 minutes per Initial Assessment face-to-face and per individual upon written request by County. The definition of Initial Assessment as it applies to this Agreement is an initial process that identifies Clients who are likely to have ADP disorders with associated behavioral disorders. Only one (1) Initial Assessment per Client shall be allowed.</p>	<p>Current DMC Rate for Regular DMC ODF Individual Counseling UOS Rate</p> <p>(FY 2015-16 rates published at time of agreement execution; Non-perinatal \$66.93, Perinatal \$105.90)</p>
<p><b>Initial Assessment Results plus Initial Assessment ADP and/or Treatment Plan Report(s).</b> Any reports, results, and/or treatment plans resulting from Client's Initial Assessment, including but not limited to any relevant laboratory testing and/or substance abuse testing results, shall be provided to County within thirty (30) calendar days of Client's initial Assessment, at no charge to County.</p>	<p>No Charge</p>
<p><b>Initial Visit Report(s).</b> Within seven calendar days of Client's initial visit and at no charge to County, Contractor shall provide appropriate Probation Department staff with a written initial visit report that shall detail Contractor's professional evaluation of Client's needs including the recommended type of therapy to be utilized, the recommended number/frequency of sessions and whether or not additional or different services may be required or recommended. Initial Visit Report must be submitted along with the invoice.</p>	<p>No Charge</p>
<p><b>Intensive Outpatient Treatment.</b> Nine (9) or more hours of service per week for adults and six (6) or more hours of service per week for adolescents to treat multidimensional instability.</p>	<p>Current DMC Reimbursement Rate for Regular DMC Intensive Outpatient Treatment UOS Rate</p> <p>(FY 2015-16 rates published at time of agreement execution; Non-perinatal \$58.30, Perinatal \$81.22)</p>
<p><b>Multidisciplinary Team Meeting.</b> Upon written request by County and for time actually spent in the meeting. Contractor</p>	

SERVICE	COUNTY STANDARDIZED RATE STRUCTURE
shall include support documentation in the form of time study attached to any invoice for Multidisciplinary Team Meeting Participation. The definition of multidisciplinary team meetings as it applies to this Agreement excludes any community-based teams in which County considers Contractor or Contractor's staff or assigns to be regular standing members.	Current DMC Reimbursement Rate for Regular DMC for ODF Individual Counseling UOS Rate  (FY 2015-16 rates published at time of agreement execution; Non-perinatal \$66.93, Perinatal \$105.90)
<b>Weekly Client Progress Reports.</b> No later than thirty (30) days after the end of each service month, Contractor shall provide the appropriate PROBATION DEPARTMENT staff, at no charge to the County, with a brief written progress report outlining the primary issues being addressed with each Client, their progress, and ongoing treatment goals. Monthly Progress Report must be submitted along with the invoice.	No Charge

RESIDENTIAL SERVICES	RATES
<b>Transitional Living.</b> Cooperative living arrangements with a requirement to be free from alcohol and other drugs; sometimes referred to as a sober living environment, a sober living home, transitional housing, or alcohol and drug free housing.	\$19.73 per bed day with a meal/personal needs stipend of \$5.00 per day for a total cost of \$24.73 per day per client.
Men's Residential Services	\$80.00 per bed day
Women's Residential Services, includes Parenting and Perinatal* Women.	Current DMC Rate for Perinatal DMC for Residential Treatment UOS Rate  (FY 2015-16 rates published at time of agreement execution; Perinatal \$99.97)

\**Parenting Woman:* A female who is in one or more of the following categories: 1) Has custody of a dependent child age 0-17 years; 2) Is attempting to regain legal custody of a child age 0-17 years; 3) Has voluntarily placed a child age 0-17 years with a caregiver and is attempting to parent. *Perinatal DMC:* DMC substance abuse services that are provided to pregnant or postpartum women. The DMC defined postpartum period is sixty (60) days from the date pregnancy terminated plus the days remaining until the end of the month in which the pregnancy terminated.

Travel expenses, including but not limited to travel time, meals, lodging, and mileage shall not be paid by County.



**Probation Department Authorizations for Service(s):**

- A. Contractor shall obtain an Probation Department Authorization that has been signed by the appropriate Probation Department staff prior to providing any service(s) to any Client(s) detailed under “Scope of Service” or “Compensation for Services;”
- B. Prior to providing any Client service(s) NOT detailed under “Scope of Service” or “Compensation for Services” to Client(s), Contractor shall obtain an Probation Department Authorization that has been signed by Probation Department staff and the Probation Department Chief Probation Officer or a member of Probation Department Executive Management Team, which shall be defined as Deputy Chief Probation Officer or above (“Probation Department Executive Management”);
- C. County shall not pay for any services that have not been pre-approved by a Probation Department Authorization, incomplete or unsatisfactory services, “no shows,” cancellations, or telephone calls.
- D. Probation Department Executive Management reserves the right to review and approve for reimbursement, on a case-by-case basis, service(s) not explicitly addressed under “Scope of Services” or “Compensation for Services.”
- E. Contractor shall not be compensated for services provided to a Client outside the authorized service dates identified on said Probation Department Authorization;
- F. A copy of the Probation Department Authorization shall be included with the invoice containing the service it pertains to and both documents shall be submitted to Probation Department at the address indicated in the Article titled “Compensation for Services.” Failure to submit a copy of the Probation Department Authorization with Contractor’s invoice may result in payment being withheld until said Authorization is submitted.
- G. All required written reports must be submitted along with the invoice.

**Invoices:**

It is a requirement of this Agreement that Contractor shall submit an original invoice, which shall act as a declaration that its contents have been reviewed and approved by Contractor. Photocopied or faxed invoices are not acceptable. Invoices with “white-out” types of corrections will not be accepted. Probation Department Authorization or other written authorizations for services shall be attached to invoices. Only the name(s) of Clients listed on the Probation Department Authorization shall be listed on the invoice. Contractor shall ensure that only billing information is included on the invoice. Information related to Client(s) diagnosis, prognosis or treatment is not permitted on the invoice.

Each invoice shall contain all of the following data:

- A. Contractor name, address, and phone number.
- B. Service date(s) and number of Units of Service per service date.
  - 1. Multiple Units of Service: Contractor shall ensure that said invoice clearly documents the date and type of each UOS.
- C. Client name(s).
  - 1. The name of each Client present for each individual service covered by the Probation Department Authorization.
  - 2. The names of Probation Department Clients covered by the Probation Department Authorization being seen at the same time for each “group” type of therapy including but not limited to Group Therapy or Family Therapy.

- 3. For Court Meeting services, Contractor shall include a list of the names of their clients whose cases were discussed or, for Court cancelled meetings as described in the above service / rate table, scheduled to be discussed during said Court Meeting.
- D. Type of service(s) provided.
- E. Agreement rate for each service provided.
  - 1. All fee(s) charged to County shall be in accordance with the rates as set forth in this Agreement.
- F. Total amount billed to the County of El Dorado under the subject invoice.

Contractor is required to submit monthly invoices and reports with a copy of the Authorization, no later than thirty (30) days following the end of a “service month.” For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides Client services in accordance with “Scope of Services.” Failure to submit invoices by the 30<sup>th</sup> of the month following the end of a service month, failure to attach the appropriate Probation Department Authorization, failure to submit all reports required hereunder, or failure for Contractor to ensure that original invoices are submitted or that required reports contain original verifying signatures shall result in payment(s) being withheld until the appropriate documents are received by staff. Receipt by Probation Department of invoices and associated paperwork submitted by Contractor for payment shall not be deemed evidence of allowable costs under this Agreement. Upon request by County, Contractor may be required to submit additional or new information, which may delay reimbursement.

Contractor is strongly advised to submit monthly invoices along with written authorizations, as applicable, to perform invoiced services, to the Probation Department no later than fifteen (15) days following the end of a “service month.” For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides Client services in accordance with the Article titled “Scope of Services.” Failure to submit invoices by the 15<sup>th</sup> of the month following the end of a service month, failure to attach signed written authorization(s) as applicable to perform the invoiced service(s) or failure to submit all reports required hereunder shall result in a significant delay in reimbursement. Receipt by the Probation Department of invoices and associated paperwork submitted by Contractor for payment shall not be deemed evidence of allowable costs under this Agreement. Upon request by County, Contractor may be required to submit additional or new information, which may delay reimbursement.

Invoice / remittance to be sent as follows:

Invoices	Remittance
County of El Dorado Probation Department 3974 Durock Road, Suite 205 Shingle Springs, CA 95682 Attn: Fiscal Unit	Progress House, Inc. 2844 Coloma Street Placerville, CA 95667 Attn: Accounts Receivable

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

## ARTICLE V

**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 "A" (incorporated herein and made by reference a part hereof).

## ARTICLE XXXII

**Fingerprinting:** Pursuant to California Penal Code §11105.3(a), "Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of §15660 of the Welfare and Institutions Code of a person who applies for a license, employment, or volunteer position, in which he or she would have supervisory or disciplinary power over a minor or any person under his or her care." Therefore, Contractor warrants that its employees, subcontractors, assignees, volunteers and any other persons who, while providing services under this Agreement, have or may have supervisory or disciplinary power over any person or minor under his or her care, have been fingerprinted in order to determine whether they have a criminal history that would compromise the safety of persons or minors with whom they have contact in the course of provision of services under this Agreement.

Contractor further warrants that said employees, subcontractors, assignees, volunteers and other persons have been cleared by Contractor to perform the services described in this Agreement. All fingerprinting services shall be at Contractor's sole expense. More specifically, Contractor agrees that:

- A. Each applicant for paid or volunteer employment by Contractor who shall or may have a supervisory or disciplinary power over a minor or any person under his or her care shall be fingerprinted in order to determine whether they have a criminal history, which would compromise the safety of such minor, or person(s) under his or her care. All fingerprinting shall be at Contractor's sole expense.
- B. The fingerprinting process as set forth above shall be completed and the results of the process shall be obtained before any of the Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work with any minor or person referred to Contractor by County. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation and (2) that the applicant understands that a background check shall be conducted and that he or she shall be immediately dismissed from employment if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions or if the fingerprinting results reveal any conviction incompatible with employment with Contractor.

- C. Contractor shall maintain, and make immediately available to County upon request, a written fingerprint certification for each employee, volunteer or applicant for paid or volunteer employment for whom fingerprinting is required as detailed above. Such certification shall state that the individual has been fingerprinted, shall provide the date of said fingerprinting, and shall state whether the process has disclosed any criminal history of the individual, which may compromise the safety of minors or other persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) by Contractor shall be retained or disposed of pursuant to current DOJ directives.

### **ARTICLE XXXIII**

Compliance with All Federal, State and Local Laws and Regulations: Contractor shall comply with, and accept as binding, all applicable governmental laws, regulations, policies, and standards as they exist now or may be hereafter amended or changed. These laws, regulations, policies, and standards shall include, but not be limited to, the following:

1. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 UC Sections 6101 - 6107), which prohibits discrimination based on age.
2. Age Discrimination in Employment Act (29 CFR Part 1625).
3. Americans with Disabilities Act (ADA) of 1990 (42USC12101 et. seq.)
4. California Code of Regulations, Title 22.
5. California Code of Regulations, Title 9, Division 4.
6. California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations.
7. California Health and Safety Code, Divisions 10.5 and 10.6, and Section 11758.12(d).
8. California Labor Code Section 6404.5
9. California State Department of Alcohol and Drug Programs Certification Standards (July 1999).
10. California State Department of Alcohol and Drug Programs Perinatal Services Network Guidelines (2014).
11. Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.
12. Code of Federal Regulations (CFR), Title 21, Title 41, Title 42 and Title 45.
13. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination based on alcohol abuse or alcoholism.
14. Contract Work Hours and Safety Standards Act.
15. Copeland "Anti-Kickback" Act.
16. Davis-Bacon Act.
17. Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination based on drug abuse.
18. Drug-Free Work Place Act of 1990 (Government Code Section 8350 et seq.).
19. Drug-Free Work Place Act of 1990 (Government Code Section 8355 et seq.)
20. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
21. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

22. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.)
  23. OMB Circular A-133.
  24. Public Law 103-227, also known as the Pro-Children Act of 2001.
  25. Public Law 106-310, which addresses nondiscrimination and institutional safeguards for religious providers, and which is implemented through Title 42, CFR, Part 54.
  26. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), which prohibits discrimination based on handicap.
  27. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
  28. Title 31.
  29. Title 9, Division 4, Chapter 6 of the CCR, commencing with Section 10800.
  30. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
  31. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
  32. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
  33. Title VI of the Civil Rights Act of 1964, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
  34. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
  35. Trafficking Victims Protection Act of 2000.
  36. No State or Federal funds shall be used by the Contractor or its Subcontractors for sectarian worship, instruction, or proselytization. No State funds shall be used by the Contractor or its Subcontractors to provide direct, immediate, or substantial support to any religious activity.
  37. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for County to withhold payments under this Agreement or terminate all, or any type of funding provided hereunder.
  38. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Federal or State governments.
- B. Licenses: Contractor, its officers, agents, employees, and subcontractors shall maintain all necessary licenses, permits, approvals, certificates, waivers, and exemptions throughout the term of this Agreement, necessary for the provision of services hereunder and required by the laws or regulations of the United States, the State of California, County, or other applicable governmental agencies. Contractor shall notify Contract Administrator immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of the appeal, such permits, licenses, approvals, certificates, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

## ARTICLE XXIV

**Confidentiality and Information Security Provisions:** Contractor shall comply with applicable Federal, State, and local laws and regulations, including but not limited to the Code of Federal Regulations Title 45, parts 160-164, regarding the confidentiality and security of Personally Identifiable Information (PII).

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

### A. Permitted Uses and Disclosures of PII by Contractor.

1. Permitted Uses and Disclosures. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor, may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate Federal or State laws or regulations.
2. Specific Uses and Disclosures provisions. Except as otherwise indicated in the Agreement, Contractor shall:
  - a. Use and disclose only PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and
  - b. Take all reasonable steps to destroy, or arrange for the destruction of a client's records within its custody or control containing personal information that is no longer to be retained by Contractor by (1) shredding, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

### B. Responsibilities of Contractor.

1. Contractor agrees to safeguards:
  - a. To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
  - b. Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
  - c. Contractor shall implement a system to identify appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.

2. Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
  - a. Network based firewall or personal firewall; and
  - b. Continuously updated anti-virus software; and
  - c. Patch-management process including installation of all operating system/software vendor security patches.
3. Mitigation of Harmful Effects. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors.
4. Agents and Subcontractors of Contractor. The same restrictions and conditions that apply through this Agreement to Contractor, shall also apply to Contractor's subcontractors and agents.
5. Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII or data, where the information or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within two business days of discovery, at (530) 621-5565. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.

#### **ARTICLE XXV**

**Release of Information:** Contractor shall ensure that the County of El Dorado Probation Department is included as a receiving party on all Release of Information forms used in the performance of services under this Agreement.

#### **ARTICLE XXVI**

**Debarment and Suspension Certification:** By signing this Agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 45 CFR 76 and Contractor further certifies to the best of its knowledge and belief that it and its principals or affiliates or any sub-contractor utilized under the Agreement:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three (3)-year period preceding this application/proposal/Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above Paragraph B;

- D. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
- E. Shall not knowingly enter in to any lower tier or subrecipient covered transaction with any person(s) who are proposed for debarment under Federal regulations (i.e., 48 CFR part 9, subpart 9.4) or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and
- F. Shall include a clause titled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions in accordance with 45 CFR. Part 76.

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

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

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

#### **ARTICLE XXVII**

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

#### **ARTICLE XXVIII**

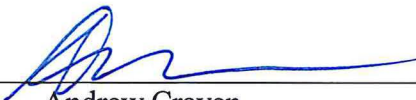
**Litigation:** County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.

Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.



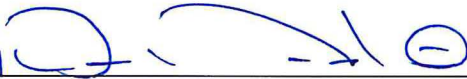
Except as herein amended, all other parts and sections of that Agreement #307-S1510 shall remain unchanged and in full force and effect.


**Requesting Contract Administrator Concurrence:**

By:   
\_\_\_\_\_  
Andrew Craven  
Deputy Chief Probation Officer  
Probation Department

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

**Requesting Department Head Concurrence:**

By:   
\_\_\_\_\_  
Brian Richart  
Chief Probation Officer  
Probation Department

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

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #307-S1510 on the dates indicated below.

-- COUNTY OF EL DORADO --

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

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

Chair  
Board of Supervisors  
"County"

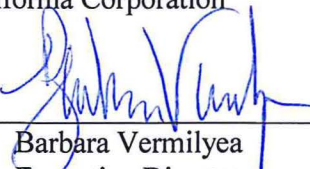
ATTEST:  
James S. Mitrising  
Clerk of the Board of Supervisors

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

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

-- CONTRACTOR --

PROGRESS HOUSE, Inc.  
A California Corporation

By:  \_\_\_\_\_  
Barbara Vermilyea  
Executive Director  
"Contractor"

Dated: 10/8/15

By:  \_\_\_\_\_  
Corporate Secretary

Dated: 10/13/15

**Exhibit “A”**  
**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.