

ORIGINAL

AGREEMENT FOR SERVICES #3582

Peer Partner Services

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 Stanford Youth Solutions, a non-profit public benefit corporation qualified as a tax exempt organization under Title 26 Code of Federal Regulations, Section 1.501(c)(3), commonly referred to as Section 501(c)(3) of the Internal Revenue Code of 1986, duly qualified to conduct business in the State of California, whose principal place of business is 8912 Volunteer Lane, Sacramento, CA 95826, and whose Agent for Service of Process is Laura Heintz, 8912 Volunteer Lane, Sacramento, CA 95826, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide peer partner services to clients and families of County of El Dorado's Health and Human Services Agency; 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 (all references to "State" in this Agreement shall mean the State of California unless otherwise specified), and local laws; and

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

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

ARTICLE I

Scope of Services:

El Dorado County's Mental Health Services Act (MHSA) Plan addresses specific goals for priority populations. The services provided under MHSA are consumer and family driven, recovery-oriented, accessible, culturally competent, and they offer integrated service experiences for

consumers and their families.

Contractor shall provide personnel and services necessary to provide a peer partner services program. Peer partners are parent partners and youth peer advocates (collectively “peer partners”) who have prior personal participation with Child Welfare Services (CWS). Peer partners will offer their own personal experiences and advocacy skills to support youth and families involved with HHSA’s CWS. The peer partner program is designed to enhance service delivery, provide a continuum of care, and share organizational knowledge and resources with the common goal of engaging families and promoting the safety and well-being of at-risk children and families.

Peer partner services are components of El Dorado County’s MHSA Three-Year Program and Expenditure Plan for Fiscal Years 2017-18 through 2019-20. Parent Partner services fall under MHSA Community Services and Supports component/Children’s Full Service Partnership (FSP) project. Youth Advocate services fall under MHSA Prevention and Early Intervention (PEI) component/Community Education and Parenting Classes project.

FSP services are individualized services that are designed to meet the mental health and support service needs of children and youth who are engaged in Specialty Mental Health Services through the County who are at risk of foster care placement, or who are already in foster care, to prevent placement in a higher level of care facility. Service principles include family and individual voice; team-based decision making; and use of natural supports, collaboration, community-based services, cultural competence, individualized plans, strength-based interventions, persistence, and outcome-based strategies.

PEI services are intended to prevent serious mental illness/emotional disturbance by promoting mental health, reducing mental health risk factors, and by intervening to address mental health problems in the early stages of the illness. Services shall include training to identify mental health risk factors and to address negative behaviors early to improve placement stability of foster children and youth. Contractor will comply with the amended PEI regulations effective July 1, 2018 or as may be replaced or amended hereafter. The PEI regulations are available on the Mental Health Services Oversight and Accountability Commission website, available at <http://www.mhsoac.ca.gov/laws-and-regulations>, incorporated by reference herein.

- A. Contractor Responsibilities: Contractor responsibilities shall include, but not be limited to, the following:
1. Peer partners shall be employees of Contractor and shall have personal experience participating in the system of care as a consumer and/or as a parent/caregiver, and shall have the skills, training, and experience to perform the functions of their role.
 2. Peer partners shall be assigned to work with HHSA at a location determined by HHSA.
 3. As appointing authority and employer of said peer partners, Contractor shall be responsible for their selection, including but not limited to, hiring, training, supervision, management, and termination.
 4. As appointing authority and employer of said peer partners, Contractor shall be responsible for maintaining Workers’ Compensation or self-insurance program, and will provide coverage for all other appropriate benefits covering the peer partners employees assigned to HHSA under this Agreement for Services.

5. Contractor shall direct the peer partners to serve at HHSA at mutually acceptable times and days
6. Contractor shall provide assurance that the peer partners assigned to HHSA conforms to the same reasonable rules and regulations HHSA employees are expected to comply with, including but not limited to Health Insurance Portability and Accountability Act (HIPAA) regulations.
7. Contractor shall be responsible for supervisory support and guidance to resolve any concerns arising out of Contractor's employees' performance of tasks herein required.
8. Contractor shall direct the peer partners to participate in HHSA meetings and multidisciplinary team meetings as required. Attendance and all communications at all meetings are bound by any and all confidentiality rules, including, but not limited to Welfare and Institutions Code Sections 18986.4-18986.46.
9. Prior to using any County computer, peer partners shall agree to abide by all terms and conditions of the County Network User Guide, attached hereto as Exhibit A, and the CWS/CMS Access Agreement, attached hereto as Exhibit B. The computer and all information contained within the computer shall remain the sole property of County, and shall be only made available to use consistent with the services described here in this Agreement for Services.
10. Upon the request of County, Contractor shall immediately remove or replace peer partner staff assigned to HHSA.
11. To the extent possible, Contractor shall provide a written referral for services. Contractor shall follow up with the client to verify services were pursued, identify any barriers to service that arose, and help identify options to address barriers. Contractor may make new referrals and linkage to services as may be needed to address further service needs or barriers to service. Contractor shall develop a referral, tracking, and monitoring process for families receiving services. Initial contact with a family shall be made within two (2) business days of receiving the initial referral. Peer partners shall be flexible in providing services in terms of location (county-wide), time of day, and day of the week (including weekends) in order to meet the family needs.
12. Peer partners shall engage parents and youth more fully in the child welfare case planning and services process. Services may include, but not be limited to the following:
 - a. Provide information to youth and parents about the child welfare system and their rights and responsibilities;
 - b. Provide support, modeling, and linkages to assist families in meeting their safety, permanency, and well-being goals;
 - c. Provide one-on-one support at critical moments in the parents' interfaces with the child welfare system, such as court hearings, Child and Family Team meetings, and when appropriate, meetings between the parent and the HHSA case or social worker.
 - d. Serve as peer leaders, training child welfare staff on engagement strategies and collaborating with the department staff in designing and improving services;
 - e. Provide linkage to community resources that will support the efficacy of the family system; and
 - f. Peer partners shall maintain regular contact with HHSA CWS staff to ensure that service provisions and case plan goals are being addressed.
13. Upon request, Contractor shall provide additional peer partner training to HHSA staff. Topics may include but are not limited to kinship training, mental health first aid, family engagement, and working with your peer partner as an effective team member.

14. Service Locations: Contractor shall provide services county-wide.

15. Documentation and Information Requirements:

All documentation must be completed in compliance with Medi-Cal requirements.

(Applicable only to services billed to Medi-Cal)

a. Clinical Record:

- i. Contractor shall maintain adequate Client records, with a preference for an electronic clinical record, on each individual Client, which shall include diagnostic studies, records of Client interviews, treatment plans, progress notes, and records of services provided by various professional and paraprofessional personnel, in sufficient detail to permit an evaluation of services. Such records shall comply with all applicable federal, State, and county record maintenance requirements. Contractor shall ensure all written "Service Authorizations" documents shall become a part of the Client's clinical record.
- ii. Contractor shall provide Clients with, and document in the Clients' clinical record the provision of the "Guide to Medi-Cal Mental Health Services," "Notice of Privacy Practices," and "Informed Consent" at the first appointment after receiving the Initial Authorization, at the time of re-assessment, and upon Client request. The "Guide to Medi-Cal Mental Health Services" can be accessed on the County Mental Health website, currently located at <https://www.edcgov.us/Government/MentalHealth>.
- iii. Contractor shall inform Clients who are Medi-Cal Beneficiaries about grievance, appeal, expedited appeal, fair hearing, and expedited fair hearing procedures and timeframes as specified in 42 Code of Federal Regulations (CFR) Part 438 and State guidance. Contractor shall provide Clients with a copy of the County's documents titled "What is a Grievance" and "Grievance Form," and document the provision of this information in the Clients' clinical record.
- iv. Services Provided in Language Other Than English
 - 1) If services are provided to a Client in a language other than English, Contractor shall document the use of an alternate language in the Client's clinical record and identify the language in which services were provided.
 - 2) In the event of the use of an interpreter services in the provision of SMHS, Contractor shall document in the Clients' clinical record the name of the interpreter service and the language utilized.

b. Progress Notes:

Progress notes must minimally contain the required elements to be an allowable Medi-Cal billable service, including but not limited to the following elements: the date and time the services were provided; the date and time the documentation was entered into the medical record; the amount of time taken to provide the services; the location of the intervention; the relevant clinical decisions and alternative approaches for future interventions; the specific interventions applied; how the intervention relates to the Client's mental health functional impairment and qualifying diagnosis; identify the Client's response to the intervention; document any referrals to community resources and other agencies (when appropriate); be signed by the person providing the service (or electronic equivalent) with the

person's type of professional degree, licensure, or job title. A progress note must be written for every service contact.

c. Assessment and Re-Assessment:

Contractor shall complete the initial assessment at the first contact with the Client and a re-assessment prior to the end of each Service Authorization Period if the Contractor believes the Client continues to meet medical necessity for SMHS, in a format meeting the criteria set forth in the Outpatient SMHS Protocol and in the MHP Agreement in effect at the time services are provided. For the purposes of this Agreement, "Service Authorization Period" shall mean the period in which services are authorized by County.

d. Treatment Plans:

- i. Contractor shall develop individualized culturally appropriate Treatment Plans meeting the criteria set forth in the Outpatient SMHS Protocol and in the MHP Agreement in effect at the time services are provided.
- ii. Contractor shall modify the Treatment Plan when effectiveness or progress is not evident, or to meet the changing needs of the Client.
- iii. Contractor staff will maintain services for Clients even when difficulties and challenges (e.g., a psychiatric emergency) disrupt the Treatment Plan.

e. Re-Authorization of Services:

- i. Contractor shall review each Treatment Plan a minimum of once within each Service Authorization Period to assess Client progress and outcomes, and update the Treatment Plan. This process includes a review of the needs and strategies to support movement to the community, independence, the shift from formal to informal services and supports, and the transition to less intensive services or the adult service system.
- ii. Contractor shall submit requests for reauthorization of a client by completing the process specified in the Outpatient SMHS Protocol.

f. Crisis Intervention Services:

- i. Contractor shall be available twenty-four (24) hours per day, seven (7) days per week including holidays to provide twenty-four (24) hour crisis intervention services in accordance with CCR, Title 9, Division 1 to Clients being served, which shall include informing Clients, and their families as appropriate, whom to contact for emergency services when the Contractor's facility is closed. Contractor shall notify County Psychiatric Emergency Services upon referral of Client for crisis intervention requiring evaluation for WIC Section 5150.
- ii. Crisis Intervention Services include, but are not limited to:
 - 1) Immediate face-to-face response to a crisis call, if clinically indicated.
 - 2) Immediate support services to all significant support people as related to the Client's Treatment Plan.
 - 3) Emergency meeting to review safety plans and review and revise Treatment Plan, as appropriate.
- iii. Contractor's Crisis Intervention protocol shall include services for Crisis Intervention in accordance with CCR, Title 9, Division 1, or other SMHS necessary to address the Client's urgent or emergency psychiatric condition (crisis services) up to and including referral for WIC 5150 assessment. A

copy of the Contractor's Crisis Intervention Protocol shall be submitted to the Contract Administrator.

- iv. The Crisis Intervention protocol shall ensure the availability of appropriately trained and qualified staff and include procedures for addressing crises and urgent needs that are agreed upon in writing by County and Contractor.

g. Discharge Summary:

- i. Planned Discharge (Graduation): Contractor shall provide the County a copy of the written Discharge Summary within fourteen (14) days following a planned discharge (graduation); and
- ii. Unplanned Discharge: Contractor shall provide the County a copy of the written Discharge Summary within thirty (30) days following the last date of service for unplanned discharges.

h. Psychiatric and Medication Support Services:

- i. Psychiatric and Medication Support Services shall be provided and documented in accordance with CCR, Title 9, Division 1 and Medi-Cal billing requirements.
- ii. Contractor shall notify the County in writing when the waiting time to see a Psychiatrist exceeds twenty (20) days.

i. Requirements Regarding Information Provided to Clients:

- i. The Contractor shall provide information in a manner and format that is easily understood and readily accessible to beneficiaries. (42 CFR Section 438.10(c)(1).)
- ii. The Contractor shall provide all written materials for Clients in easily understood language, format, and alternative formats that take into consideration the special needs of beneficiaries. (42 CFR Section 438.10(d)(6).)
 - 1) Language: Contractor shall make its materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and Contractor's mental health education materials, available in the prevalent non-English languages in the County. (42 CFR Section 438.10(d)(3). The Contractor shall include taglines provided in "Language Assistance," attached hereto as Exhibit C, and incorporated herein and made by reference a part hereof, in the prevalent non-English languages in the State, as well as large print, explaining the availability of written translation or oral interpretation to understand the information provided. (42 CFR Section 438.10(d)(2).)
 - 2) Font: Contractor shall provide all written materials for potential Clients and Clients in a font size no smaller than 12 point (42 CFR Section 438.10(d)(6)(ii)). "Large print" means printed in a font size no smaller than 18 point (42 CFR Section 438.10(d)(3).
 - 3) Alternate Formats: The Contractor shall ensure its informational materials are available in alternative formats, including large print, audio and/or braille depending upon the needs of the Clients, upon request of the potential Clients or Clients at no cost.

- 4) Auxiliary Aids: The Contractor shall make auxiliary aids and services, such as TTY/TDY, available upon request and free of charge to each Client. (42 CFR Section 438.10(d)(3)-(4).) Contractor shall also notify Clients how to access these services. (42 CFR Section 438.10(d) (5)(ii)-(iii).)
- 5) Interpretation: The Contractor shall make interpreter services, including American Sign Language (ASL), available and free of charge for any language. (42 CFR Section 438.10(d)(2), (4)-(5).) Contractor shall notify Clients that the service is available and how to access those services. (42 CFR Section 438.10(d)(5)(i), (iii).)
- iii. The Contractor shall inform beneficiaries that information is available in alternate formats and how to access those formats. (42 CFR Section 438.10.)
- j. Cultural Competency Plan: Upon request, Contractor shall provide each Client with a copy of its Cultural Competency/Linguistic Policy and Procedure. Contractor shall provide its Cultural Competency/Linguistic Policy to County, upon request.

16. Credentialing, Re-Credentialing, and Licensing:

- a. Contractor shall perform credentialing and re-credentialing activities per CCR Title 9, Sections 1810.435(a) and 1810.435(b), and DHCS Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice 18-019, (This and subsequent notices can be found at <https://www.dhes.ca.gov/formsandpubs/Pages/MHSUDS-Information-Notices.aspx>), shall review its providers for continued compliance with standards at least once every three years, and shall make proof of those credentials upon request.
- b. Required Licenses and Credentials: Contractor hereby represents and warrants that Contractor and any of its staff or subcontractors providing services under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor, staff, 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.

17. Enrollment, Provider Selection, and Screening:

- a. Comply with the provisions of 42 CFR, Sections 455.104, 455.105, 1002.203 and 1002.3, which relate to the provision of information about provider business transactions and provider ownership and control, prior to entering into a contract and during certification or re-certification of the provider.
- b. The Contractor shall ensure that all network providers are enrolled with the State as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 CFR part 455, subparts B and E. (42 CFR Section 438.608(b).)

- c. The Contractor may execute network provider agreements, pending the outcome of screening, enrollment, and revalidation, of up to 120 days but must terminate a network provider immediately upon determination that the network provider cannot be enrolled, or the expiration of one 120 day period without enrollment of the provider, and notify affected beneficiaries. (42 CFR Section 438.602(b)(2).)
- d. The Contractor shall have written policies and procedures for selection and retention of providers. (42 CFR Section 438.214(a).) Contractor's policies and procedures for selection and retention of providers must not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment. (42 CFR Section 438.12(a)(2), 438.214(c).)
- e. The Contractor may not discriminate in the selection, reimbursement, or indemnification of any provider who is acting within the scope of his or her license or certification under applicable State law, solely on the basis of that license or certification. (42 CFR Section 438.12(a)(1).)
- f. Contractor shall only use licensed, registered, or waived providers acting within their scope of practice for services that require a license, waiver, or registration. (CCR Title 9, Section 1840.314(d).)
- g. The Contractor is not located outside of the United States. (42 CFR Section 602(i).)
- h. A background screening of all employees who may access personal health information (PHI) or personal information (PI) must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each employee's background check documentation for a period of three (3) years.

18. Debarment and Suspension Certification:

- a. Federal funds may not be used for any contracted services if Contractor is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
- b. In accordance with Title 45 CFR Part 76.100, Title 42 CFR Sections 1128 and 1128A, Social Security Act; Title 42 CFR Sections 438.214 and 438.610; and Mental Health Letter No. 10-05 and DHCS MHSUDS Information Notice 18-020, Contractor will comply with the Federal Health and Human Services, Office of Inspector General's requirement that any provider excluded from participation in federal health care programs, including Medicare or Medicaid/Medi-Cal, may not provide services under this Agreement. Payment will be denied for any services provided by a person identified as excluded from participation in federal health care programs.
- c. Consistent with the requirements of 42 CFR part 455.436, the Contractor must confirm the identity and determine the exclusion status of all providers (employees and network providers) and any subcontractor, as well as any person with an ownership or control interest through checks of

federal and State databases at intervals identified in MHSUDS Information Notice 18-019 as may be amended or replaced. The following identifies these databases:

- i. Office of Inspector General List of Excluded Individuals/Entities (LEIE)
 - ii. DHCS Medi-Cal List of Suspended or Ineligible Providers
 - iii. Social Security Administration's Death Master File
 - iv. National Plan and Provider Enumeration System (NPPES)
 - v. Excluded Parties List System (EPLS)
- d. If the Contractor finds a party that is excluded, it must promptly notify the County (42 CFR Section 438.608(a)(2),(4)) and the County will notify the State, and take action consistent with 42 CFR Section 438.610((d) and cease billing for any services rendered by the excluded provider as of the effective date of the exclusion. The Contractor shall not certify or pay any excluded provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.
- e. Allowing staff listed in any State or federal database to provide services performed under this Agreement will result in corrective action.
- f. Contractor shall not assign or continue the assignment of any employees, agents (including subcontractors), students, or volunteers ("Assigned Personnel") who have been convicted or incarcerated within the prior ten (10) years for any felony as specified in Penal Code Sections 667.5 and/or 1192.7, to provide direct care to clients.
- g. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR part 3017, 45 CFR part 76, 40 CFR part 32, or 34 CFR part 85.
- h. The Contractor shall not knowingly have any prohibited type of relationship with the following:
- i. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 CFR Section 438.610(a)(1).)
 - ii. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this section. (42 CFR Section 438.610(a)(2).)
- i. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - ii. Have not within a period of three (3) years preceding this 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;

- iii. 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 Paragraph h(2) herein; and
- iv. Have not within a three-year period preceding this agreement had one or more public transactions (federal, State or local) terminated for cause or default.
- v. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
- vi. Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- j. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the County Contract Administrator, or successor.
- k. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order (FEO) 12549.
- l. The Contractor shall provide the County with its Data Universal Numbering System (DUNS) number, and will be required to register and maintain an active registration with the Federal Government's System of Award Management (www.sam.gov); evidence of registration renewal must be provided by the Contractor to the County within thirty (30) days of request.

19. Problem Resolution and Beneficiary Rights:

- a. Problem Resolution: Contractor shall ensure that each Client is aware of, and has access to the County's Problem Resolution process.
- b. Contractor shall comply with County written policies regarding the beneficiary rights, applicable laws and regulations relating to patients' rights, including but not limited to WIC 5325; CCR, Title 9, Sections 862 through 868; and 42 CFR Section 438.100. Should the Contractor receive approval to subcontract in accordance with Article X "Assignment and Delegation," Contractor shall ensure that its subcontractors comply with all applicable patient's rights laws and regulations; including the right to:
 - i. Receive information in accordance with 42 CFR 438.10 (42 CFR Section 438.100(b)(2)(i));

- ii. Be treated with respect and with due consideration for his or her dignity and privacy (42 CFR Section 438.100(b)(2)(ii));
- iii. Receive information on available treatment options and alternatives, presented in a manner appropriate to the beneficiary's condition and ability to understand (42 CFR Section 438.100(b)(2)(iii))
- iv. Participate in decisions regarding his or her health care, including the right to refuse treatment (42 CFR Section 438.100(b)(2)(iv));
- v. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation (42 CFR Section 438.100(b)(2)(v));
- vi. Request and receive a copy of his or her medical records, and to request that they be amended or corrected. (42 CFR Section 438.100(b)(2)(vi); 45 CFR Sections 164.524-164.526));
- vii. Be furnished services in accordance with 42 CFR Sections 438.206 through 438.210 (42 CFR Section 438.100(b)(3));
- viii. Freely exercise his or her rights without adversely affecting the way the Contractor, subcontractor, or provider treats the beneficiary (42 CFR Section 438.100(c)).

B. HHSA Responsibilities: HHSA responsibilities shall include, but not be limited to, the following:

- 1. CWS shall refer HHSA clients to peer partners.
- 2. Provide peer partners with appropriate desk space and office furniture (e.g., desk, chair, telephone) necessary to conduct business.
- 3. Provide peer partners with access to a copy machine.
- 4. Provide peer partners with identity and security badges to allow access to the building.
- 5. Provide janitorial services for staff space assigned to peer partners.
- 6. Provide peer partners access to restrooms and break rooms.
- 7. Provide peer partners with annual lists of approved County holidays.
- 8. Require the peer partners to sign the Health and Human Services Agency Confidentiality Statement, attached hereto as Exhibit D.
- 9. HHSA shall provide peer partners with access to a County computer to use as necessary and required in the performance of the duties described herein.
- 10. HHSA shall ensure that no peer partners are provided access to County computers without first having executed the County Network User Guide and the CWS/CMS Access Agreement. HHSA shall be responsible for retaining signed originals for every peer partner. HHSA shall make signed originals available upon request.

C. Contractor and HHSA Mutual Responsibilities: Contractor and County responsibilities shall include, but not be limited to, the following:

- 1. Sign a case agreement, defining the peer partner's relationship and outlining each person's responsibilities.
- 2. Create an action plan that identifies the family's needs, goals to be achieved, and specific tasks to reach the goals related to permanency, safety, and well-being.

D. MHSA General Standards: Contractor must adhere to and demonstrate compliance with MHSA General Standards for:

1. Community Collaboration: “Community Collaboration” means a process by which clients and/or families receiving services, other community members, agencies, organizations, and businesses work together to share information and resources in order to fulfill a shared vision and goals, in compliance with client confidentiality requirements.
 2. Cultural Competence: “Cultural Competence” means the provision of services in a manner that incorporates the diverse belief systems concerning mental illness, health, healing, and wellness that exist among different racial/ethnic, cultural, and linguistic groups. The Contractor shall participate in the County and State’s efforts to promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity.
 3. Client Driven Services: “Client Driven” means that the client has the primary decision-making role in identifying his/her needs, preferences, and strengths and a shared decision-making role in determining the services and supports that are most effective and helpful for him/her. Client driven programs/services use clients' input as the main factor for planning, policies, procedures, service delivery, evaluation and the definition and determination of outcomes.
 4. Family Driven Services: “Family Driven” means that families of children and youth with serious emotional disturbance have a primary decision-making role in the care of their own children, including the identification of needs, preferences, and strengths, and a shared decision-making role in determining the services and supports that would be most effective and helpful for their children. Family driven programs/services use the input of families as the main factor for planning, policies, procedures, service delivery, evaluation, and the definition and determination of outcomes.
 5. Wellness, Recovery, and Resilience Focused: “Wellness, Recovery, and Resilience Focused” includes the provision of services in a manner that focuses on the client’s wellness, increasing resiliency, and promoting recovery utilizing hope, personal empowerment, respect, social connections, self-responsibility, and self-determination.
 6. Integrated Service Experiences: “Integrated Service Experience” means the client, and when appropriate the client's family, accesses a full range of services provided by multiple agencies, programs and funding sources in a comprehensive and coordinated manner.
- E. PEI Program Requirements: Contractor must adhere to and demonstrate compliance with the requirements that PEI programs provide:
1. Outreach to families, employers, primary care health care providers, and others to recognize the early signs of potentially severe and disabling mental illnesses.
 2. Access and linkage to medically necessary care provided by mental health programs for children with severe mental illness, as defined in WIC Section 5600.3(a), and for adults and seniors with severe mental illness, as defined in WIC Section 5600.3(b), as early in the onset of these conditions as practicable.
 3. Reduction in stigma associated with either being diagnosed with a mental illness or seeking mental health services.
 4. Reduction in discrimination against people with mental illness.
- F. Parent Partner Outcome Measures: Contractor shall report on the following outcome measures:
1. Measurement 1: Increased family reunification rates.
 2. Measurement 2: Increased family maintenance and stability rates.

3. Measurement 3: Improved child's safety as it relates to addressing child abuse and maltreatment risk factors. Children/youth will be safe and will not experience violence, abuse, and/or neglect.
 4. Measurement 4: Increased overall well-being in the child and family functioning.
- G. Youth Advocate Outcome Measures: Contractor shall report on the following outcome measures:
1. Measurement 1: A reduction in seven-day notices.
 2. Measurement 2: An improvement in foster care placement stability.
 3. Measurement 3: Behavior tracking shows a decrease in maladaptive behavior.
 4. Measurement 4: Behavior tracking shows increase in strengths.
 5. Measurement 5: Increase in discharges to permanency.
- H. Additional Parent Partner and Youth Advocate Outcome Measures: In addition to the Outcome Measures outlined separately for Parent Partner and Youth Advocate, Contractor also shall report on the following Outcome Measures:
1. Briefly report on how implementation of the Peer Partner services is progressing (e.g., whether implementation activities are proceeding on target and as described in the County's MHSA Plan), and any major accomplishments or challenges.
 2. Identify the methods used to reach out and engage Clients, and the methods used for the Clients and Contractor to identify and respond supportively to signs and symptoms of potentially serious mental illness.
 3. Identify whether Clients are parents or youth and if possible, identify if Clients are an underserved population. Underserved is defined in California Code of Regulations 3200.300 as "clients of any age who have been diagnosed with a serious mental illness and/or serious emotional disturbance and are receiving some services but are not provided with the necessary opportunities to support their recovery, wellness, and/or resilience. These clients include, but are not limited to, those who are so poorly served that they are at risk of homelessness, institutionalization, incarceration, out-of-home placement, or other serious consequences."
 4. Provide total expenditures and type and dollar amount of leveraged resources and/or in-kind contributions.

Contractor shall provide ongoing monitoring and evaluation of the program services. Contractor bears sole responsibility for obtaining the authorization for and cost of use of all survey, assessment, and evaluation tools.

- I. Reporting: Contractor shall collect and provide data as required, including the information identified in the PEI regulations to the extent it is available, and in a format approved by the Behavioral Health Division (BHD) to document the services provided and demonstrate the outcomes of the peer partners project. Contractor must maintain the ability to, and utilize, transmission of data electronically and securely via high-speed internet. Further, County will notify Contractor in writing of any reporting requirement or reporting component changes during the term of the Agreement. Contractor will provide the requested reports within thirty (30) days of notification of any additional reporting.

Reports must include, but are not limited to, the following:

1. Monthly: Within thirty (30) days after the end of each month, Contractor shall submit to BHD documentation of services provided with the monthly invoice.

2. Quarterly: Within thirty (30) days after the end of each quarter, Contractor shall submit to BHD quarterly unduplicated totals of the number of clients served, client demographics, services performed, and service locations. Outcome Measures for the quarter are to be reported. The quarters shall be defined as January through March, April through June, July through September, and October through December.
3. Fiscal Year Reports: Within thirty (30) days of the end of each fiscal year, defined as ending June 30 of each calendar year, during the term of this Agreement and within thirty (30) days of the termination of this Agreement, Contractor shall submit to BHD unduplicated totals of the number of clients served, client demographics, services performed, and service locations for the term of this Agreement. Outcome Measures for the fiscal year are to be reported. This report shall include, at a minimum, the information identified in Exhibit E, marked "MHSA Year-End Progress Report," incorporated herein and made by reference a part hereof.
4. Demographics: Client demographic data is necessary for outcome measurement documentation and reporting to the State, and includes at a minimum:
 - a. Client name or unique identifier
 - b. The following age groups:
 - i. 0-15 years old (children/youth)
 - ii. 16-25 years old (transition age youth)
 - iii. 26-59 years old (adult)
 - iv. ages 60+ years old (older adults)
 - v. Number of respondents who declined to answer the question
 - c. Race by the following categories:
 - i. American Indian or Alaska Native
 - ii. Asian
 - iii. Black or African American
 - iv. Native Hawaiian or other Pacific Islander
 - v. White
 - vi. Other
 - vii. More than one race
 - viii. Number of respondents who declined to answer the question
 - d. Ethnicity by the following categories:
 - i. Hispanic or Latino as follows:
 - 1) Caribbean
 - 2) Central American
 - 3) Mexican/Mexican American/Chicano
 - 4) Puerto Rican
 - 5) South American
 - 6) Other
 - 7) Number of respondents who declined to answer the question
 - ii. Non-Hispanic or Non-Latino as follows:
 - 1) African
 - 2) Asian Indian/South Asian
 - 3) Cambodian
 - 4) Chinese
 - 5) Eastern European

- 6) Filipino
 - 7) Japanese
 - 8) Korean
 - 9) Middle Eastern
 - 10) Vietnamese
 - 11) Other
 - 12) Number of respondents who declined to answer the question
- iii. More than one ethnicity
 - iv. Number of respondents who declined to answer the question
- e. Primary language used listed by threshold languages for the individual county
- f. Sexual orientation
 - i. Gay or lesbian
 - ii. Heterosexual or Straight
 - iii. Bisexual
 - iv. Questioning or unsure of sexual orientation
 - v. Queer
 - vi. Another sexual orientation
 - vii. Number of respondents who declined to answer the question
- g. Disability, as defined as a physical or mental health impairment or medical condition lasting at least six (6) months that substantially limits a major life activity, which is not the result of a severe mental illness
 - i. Yes, report the number that apply in each domain of disability(ies)
 - 1) Communication domain separately by each of the following
 - a) Difficulty seeing
 - b) Difficulty hearing, or having speech understood
 - c) Other (specify)
 - 2) Mental domain not including a mental illness (including but not limited to a learning disability, developmental disability, dementia)
 - 3) Physical/mobility domain
 - 4) Chronic health condition (including, but not limited to chronic pain)
 - 5) Other (specify)
 - ii. No
 - iii. Number of respondents who declined to answer the question
- h. Veteran status
 - i. Yes
 - ii. No
 - iii. Number of respondents who declined to answer the question
- i. Gender
 - i. Assigned at birth
 - 1) Male
 - 2) Female
 - 3) Number of respondents who declined to answer the question
 - ii. Current gender identity

- 1) Male
 - 2) Female
 - 3) Transgender
 - 4) Genderqueer
 - 5) Questioning or unsure of gender identity
 - 6) Another gender identity
 - 7) Number of respondents who declined to answer the question
- j. City of residence
- k. Economic status (extremely low income, very low income, low income, moderate income, high income);
- l. Health insurance status (e.g., Private, Medi-Cal, Medicare, uninsured).

For programs serving children or youth under 18 years of age, the demographic information required in this section shall be collected and reported only to the extent permissible by California Education Code, Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act of 1996 (HIPAA), California Information Practices Act, and other applicable state and federal privacy laws.

Except for sexual orientation, current gender identity, and veteran status, Contractor shall collect the demographic information required in this section from a minor younger than 12 years of age. Information that cannot be obtained directly from the minor may be obtained from the minor's parent, legal guardian, or other authorized source.

Contractor will be notified in writing of any additional reporting requirements identified to meet County, State and/or Federal reporting needs.

Reports shall be sent as follows, or as otherwise directed in writing by County:

<i>Please Send Reports to:</i>
County of El Dorado Health and Human Services Agency Attn: MHSA Team 768 Pleasant Valley Road, Suite 201 Diamond Springs, CA 95619

ARTICLE II

Term: This Agreement shall become effective upon final execution by all parties hereto, and shall cover the dates March 1, 2019 through June 30, 2020 unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article(s) titled "Default, Termination, and Cancellation" or "Fiscal Considerations."

ARTICLE III

Compensation for Services:

- A. 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 HHSa 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.” Each invoice shall be accompanied by supportive documentation to verify all costs identified on the monthly invoice.
- B. Reimbursable Expenses: In addition to the services specifically addressed in the Article contained herein titled, “Scope of Services,” reimbursable expenses may also include reimbursable travel (mileage originating from assigned HHSa worksite and returning to assigned HHSa worksite), computer licenses, training, recruitment, mobile phones, supplies, and flexible funding for family needs. Original receipts, invoices, or other proof of payment must be submitted with any monthly invoice that includes a claim for Reimbursable Expenses. Any expenses not outlined in the Article titled, “Compensation for Services,” and any single Reimbursable Expense in excess of \$500 must be approved by HHSa/BHD in writing, in advance of incurring the cost to be eligible for reimbursement under this Agreement.

Reimbursable travel shall be in accordance with the County of El Dorado, California, Board of Supervisors, Travel Policy (D-1), located at www.edcgov.us¹

- C. Staff Rates: For the purposes of this Agreement, the hourly rate paid to Contractor shall be all inclusive (i.e., wages and benefits).

Staff	Rate
Parent Partner	\$42.19/hour
Youth Advocate	\$37.50/hour
Supervisor	\$70.03/hour

Misc. Expenses	Not-to-Exceed
Mileage	\$25,000/Fiscal Year
Administrative Expenses	\$25,000/Fiscal Year
Reimbursable Expenses	\$25,000/Fiscal Year

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- D. Annual Not-to-Exceed Compensation:

¹ <https://www.edcgov.us/Government/BOS/Policies/Documents/d-1%20travel%20policy%20amended%2012-13-16.pdf>

Parent Partner	Fiscal Year	Not-to-Exceed
	Fiscal Year 2018/19	\$180,000
	Fiscal Year 2019/20	\$180,000
Youth Advocate	Fiscal Year	Not-to-Exceed
	Fiscal Year 2018/19	\$95,000
	Fiscal year 2019/20	\$95,000

During the term of this Agreement, the maximum not-to-exceed for “Mileage,” “Administrative,” and “Reimbursable Expenses” may not exceed \$75,000 during a fiscal year. All unutilized “Mileage,” “Administrative,” and “Reimbursable Expenses” may be utilized in staffing costs.

In no event shall County be obligated to pay Contractor for any amount in excess of the not-to-exceed amount of this Agreement.

- E. Invoices: For all satisfactory 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. Invoices shall be sent as follows, or as otherwise directed in writing by County:

Please Send Invoices to:

County of El Dorado
 Health and Human Services Agency
 Attn: Finance Unit
 3057 Briw Road, Suite B
 Placerville, CA 95667-5321

Article IV

Maximum Obligation: The maximum contractual obligation under this Agreement shall not exceed \$550,000 for all of the stated services during the term of the Agreement.

ARTICLE V

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 VI

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

ARTICLE VII

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

ARTICLE VIII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. In the event that County provides prior written consent for subcontracting under this Agreement, Contractor shall comply with the item titled "Subcontracting."

ARTICLE IX

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

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

ARTICLE X

Fiscal Considerations: 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 XI

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 XII

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 XIII

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

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite 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 Court, Bldg. C
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

STANFORD YOUTH SOLUTIONS, INC
8912 Volunteer Lane
Sacramento, CA 95826
ATTN: Dr. Laura Heintz, Chief Executive Officer

or to such other location as the Contractor directs.

ARTICLE XIV

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 XV

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

ARTICLE XVI

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. 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.
- E. 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.
- F. 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.

- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- M. 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.
- N. 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 XVII

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 XVIII

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 XIX

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 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 David Brownstein, Program Manager, 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

Additional Terms and Conditions:

- A. **Mandated Reporter Requirements:** California law requires that certain persons are mandated to report suspected child abuse, suspected dependent adult abuse, and suspected domestic violence. Contractor acknowledges and agrees to comply with the following state-required mandated reporter regulations as they apply to the services being rendered by Contractor: California Penal Code Sections 11160-11163, which covers suspected domestic violence; California Penal Code, Article 2.5 (commencing with Section 11164) of Chapter 2 of Title I of Part 4, also known as the Child Abuse and Neglect Reporting Act; and Welfare and Institutions Code Section 15630, which covers suspected dependent adult abuse.

Failure to comply with these reporting requirements may lead to a fine of up to \$1,000 and/or up to six months in jail. A person who makes a report in accordance with these mandates shall not incur civil or criminal liability as a result of any report required or authorized by the above regulations.

- B. **Monitoring for Compliance:** County shall monitor the Contractor's operations for compliance with the provisions of this Agreement as well as applicable Federal and State laws and regulations. When monitoring activities identify areas of non-compliance, County shall issue reports to the Contractor detailing findings, recommendations, and corrective action. Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to California Code of Regulations, Title 9, Sections 1810.380 and 1810.385.
- C. **Mental Health Services Act Special Terms and Conditions:** By signing this Agreement, Contractor acknowledges that, as a sub-recipient of federal and state funding, Contractor is obligated to adhere to all terms and conditions defined in effect at the time services are provided, as defined in the Agreement between County and California Department of Health Care Services, available at www.edcgov.us,² and the MHSA Plan available at www.edcgov.us³ Health and Human Services, Contractor Resources, "Mental Health Services Act (MHSA)."
- D. **Audits:** From time to time, the County or state may inspect the facilities, systems, books, and records of the Contractor to monitor compliance with this Agreement. The Contractor shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the County or state in writing. The fact that the County or state inspects, or fails to inspect, or has the right to inspect, the Contractor's facilities, systems and procedures does not relieve the Contractor of its responsibilities to comply with this Agreement. The County or state's failure to detect or detection, but failure to notify the Contractor or require the Contractor's remediation of any unsatisfactory practice, does not constitute acceptance of such practices or a waiver of the state's enforcement rights under this Agreement.

² <https://www.edcgov.us/HHSAForContractors/>

³ <https://www.edcgov.us/Government/MentalHealth/Pages/mhsa.aspx>

The Contractor shall maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors.

The Contractor, auditors performing monitoring, or audits of the Contractor or its subcontracting service providers shall immediately report to the County or state any incidents of fraud, abuse or other criminal activity in relation to this Agreement, federal, state, and County laws, rules, regulations, and ordinances.

- E. **Patients' Rights/Grievances:** Contractor shall give to all patients written notice of their rights pursuant to and in compliance with California Welfare and Institutions Code Section 5325 et seq.; California Code of Regulations Title 9, Section 860 et seq.; Title XIX of the Social Security Act; and Title 42, Code of Federal Regulations. In addition, in all facilities providing the services described herein, Contractor shall have prominently posted in the predominant language of the community a list of the patient's rights.

As a condition of reimbursement, Contractor shall provide the same level of treatment to beneficiaries served under this Agreement as provided to all other patients served.

Contractor shall not discriminate against any beneficiary of services provided under this Agreement in any manner.

Contractor agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services, including affording recipients notice of adverse determination and a hearing thereon to the extent required by law.

- F. **Fingerprinting:** If required by state law or County ordinance, pursuant to California Penal Code Section 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 Section 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:
1. 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.
2. 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.
 3. 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 by Contractor shall be retained or disposed of pursuant to current Department of Justice directives.
 4. **Background Checks:** A background screening of all employees who may access PHI or PI, a background screening of that employee must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each employee's background check documentation for a period of three (3) years.

G. **Drug-Free Workplace:** Contractor agrees to maintain a drug-free workplace and remain in compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. Chapter 10) and the California Drug-Free Workplace Act of 2000 (Government Code Section 8350 et seq.) and any subsequent amendments to either Act thereto. A "drug free workplace" means the site(s) for the performance of work done by Contractor at which Contractor and employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance. A list of controlled substances can be found in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in Regulation 21 Code of Federal Regulations (CFR) 1308.11 – 1308.15.

H. **Federal Equal Opportunity Requirements:** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or

veteran of the Vietnam era. Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age, or status as a disabled veteran of the Vietnam era. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and career development opportunities and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government Federal Rehabilitation Act of 1972 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin, physical or mental handicap, disability, age, or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical or mental handicap, disability, age, or status as a disabled veteran of the Vietnam era.

Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Federal Government or State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR Part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' as supplemented by regulation at 41 CFR Part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1972, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of Contractor's noncompliance with the requirements herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with the procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR Part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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, must comply with the provisions contained in this Agreement.

- I. **Non-Discrimination:** Assurance of compliance with the County of El Dorado Health and Human Services Agency non-discrimination in state and federally assisted programs requirements as follows:

Contractor hereby agrees that they shall comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code Sections 11135-11139.5, as amended; California Government Code Section 12900 et seq., and 12940 (c), (h) (1), (i), and (j); California Government Code Section 4450; Title 22, California Code of Regulations Section 98000 – 98413; California Code of Regulations Section 72850.0 et seq., and the applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84 and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are non-discriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby give assurance that it shall immediately take any measures necessary to effectuate this Agreement.

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

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

- J. **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.

1. Permitted Uses and Disclosures of PII by Contractor.
 - a) 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.
 - b) Specific Uses and Disclosures provisions. Except as otherwise indicated in the Agreement, Contractor shall:
 - i) 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
 - ii) 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.
2. Responsibilities of Contractor.
 - a) Contractor agrees to safeguards:
 - i) 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

- ii) Employee Training and Discipline: Contractor shall train its employees and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose individually identifiable health information.
 - iii) Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
 - iv) Contractor shall implement a system to identify appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.
- b) Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - i) Network based firewall or personal firewall; and
 - ii) Continuously updated anti-virus software; and
 - iii) Patch-management process including installation of all operating system/software vendor security patches.
 - c) Mitigation of Harmful Effects. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors.
 - d) Agents and Subcontractors of Contractor. The same restrictions and conditions that apply through this Agreement to Contractor, shall also apply to Contractor's subcontractors and agents.
 - e) Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII or data, where the information or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within two (2) 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.

K. Certifications / Assurances:

1. In the event any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected hereby.
2. Contractor acknowledges that this Agreement meets the requirements for the distribution of Mental Health Act Services funding in a Performance Contract as required in Chapter 2 of the Welfare & Institutions Code beginning with Section 5650 and agrees to comply with the provisions in Section 5650 through 5667.

L. **Confidentiality Requirements:** Acknowledging the Contractor’s continuing obligation to follow existing legal mandates regarding protection and/or release of information maintained by the County, the following Confidentiality Requirements apply:

General Requirements: The Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without express permission of the Contract Administrator.

Permission to disclose information or documents on one occasion or at public hearings held by the County or state Departments of Mental Health relating to the same shall not authorize the Contractor to further disclose such information or documents on any other occasions.

The Contractor shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this Agreement, or the County or state Departments of Mental Health staff, the Contractor’s own personnel involved in the performance of this Agreement, at a public hearing, or in response to the questions from a legislative committee.

If requested by the County or state, the Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the state and shall supply the state with evidence thereof.

Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.

After any data or documents submitted has become a part of the public records of the County or state, the Contractor may, if it wishes to do so at its own expense and upon approval by the County Contract Administrator, publish or utilize the said data or documents but all such published items shall include the following legend:

LEGAL NOTICE: This report was prepared as an account of work sponsored by the County of El Dorado and State Department of Health Care Services, but does not necessarily represent the views of the County or Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the County and State of California at:

COUNTY	STATE DEPARTMENT OF HEALTH CARE SERVICES
Health and Human Services Agency 3057 Briw Road, Suite A Placerville, CA 95667	P.O. Box 997413 Sacramento, CA 94252-2050

Neither said County nor State Department of Health Care Services / State of California, nor any officer or employee thereof, or the Contractor or any of its subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document, nor does any party represent that use of the data contained herein would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

“Data” as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or be used to define a design or process, or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical models, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

“Proprietary data” is such data as the Contractor has identified in a satisfactory manner as being under Contractor’s control prior to commencement of performance of this Agreement and which has been reasonably demonstrated as being of a proprietary force and effect at the time this Agreement is commenced.

“Generated data” is that data, which a Contractor has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model, or software system developed or substantially modified by the Contractor in the performance of this Agreement at Contractor’s expense, together with complete documentation thereof, shall be treated in the same manner as generated data. “Generated data” shall be the property of the state unless and only to the extent that it is specifically provided otherwise herein.

“Deliverable data” is that data which under terms of this Agreement is required to be delivered to the County or state. Such data shall be the property of the County and state.

The title to the Contractor’s proprietary data shall remain in the Contractor’s possession throughout the term of this Agreement and thereafter. As to generated data which is reserved to the County by express terms of this Agreement and as to any preexisting or proprietary data which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, the Contractor shall preserve the same in a form which may be introduced in evidence in a court of competent jurisdiction at the Contractor’s own expense for a period of not less than five (5) years after receipt by the County and state of the final report or termination of this Agreement and any and all amendments hereto, or for three (3) years after the conclusion or resolution of any and all audits or litigation relevant to this Agreement, whichever is later.

Prior to the expiration of such time and before changing the form of or destroying any such data, the Contractor shall notify the County and state of any such contemplated

action; and the County or state may within thirty (30) days after said notification determine whether it desires said data to be further preserved and, if the state so elects, the expense of further preserving said data shall be paid for by the state. The Contractor agrees that the County and state shall have unrestricted reasonable access to the same during said three (3) year period and throughout the time during which said data is preserved in accordance with this Agreement, and the Contractor agrees to use best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding said data.

Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the County's Information Security/Privacy Officer is as follows:

COUNTY
Information Security/Privacy Officer County of El Dorado 330 Fair Lane Placerville, CA 95667

Confidentiality Requirements relating to the Health Insurance Portability and Accountability Act: The Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 d et seq. of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).

M. **Termination Process:** The County may terminate this Agreement in whole or in part when it has determined that the Contractor has substantially violated a specific provision of the MHSA regulations or implementing state legislation. The County shall provide a termination notice in writing to the Contractor.

Upon Contractor's receipt of notice of termination from the County, and except as otherwise directed in the notice, Contractor shall:

1. Stop work on the date specified in the notice;
2. Place no further orders nor enter into any further subcontracts for materials, services or facilities except as necessary to complete work under the Agreement up to the effective date of termination;
3. Terminate all orders and subcontracts;
4. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts;
5. Deliver or make available to the state all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been

accumulated by the Contractor under this Agreement, whether completed, partially completed, or in progress.

In the event of termination, an equitable adjustment in the funds provided by this Agreement shall be made. Such adjustment shall include reasonable compensation for all services rendered, materials, supplies, and expenses incurred pursuant to this Agreement prior to the effective date of termination.

In the event an adjustment is made as specified above, the Contractor shall promptly return to the County all unexpended distributions advanced pursuant to this Agreement.

Notices to the Contractor shall be addressed in accordance with the Article titled "Notice to Parties."

- N. **Termination for Cause:** Upon the County or state's knowledge of a material breach of this Agreement by the Contractor, the County or state shall:
1. Provide an opportunity for the Contractor to cure the breach or end the violation and terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by the County or state; or
 2. Immediately terminate this Agreement if the Contractor has breached a material term of this Agreement and cure is not possible; or
 3. If neither cure nor termination is feasible, the state Information Security Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services.
 4. Judicial or Administrative Proceedings: The County or state may terminate this Agreement, effective immediately, if (i) the Contractor is found liable in a civil matter or guilty in a criminal matter proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws is made in an administrative or civil proceeding in which the Contractor is a party.
 5. Effect of Termination: Upon termination or expiration of this Agreement for any reason, the Contractor shall return or destroy all IHI received from the state that the Contractor still maintains in any form, and shall retain no copies of such IHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IHI to those purposes that make the return or destruction of such IHI infeasible. This provision shall apply to IHI that is in the possession of subcontractors or agents of the Contractor.
- O. **Transfer of Records:** In the event that Contractor ceases operation, all 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. Records not transferred to custody of County shall be properly

destroyed by Contractor, and Contractor shall provide documentation of proper destruction of all such records to County.

P. Miscellaneous Provisions:

1. **Disclaimer:** The state makes no warranty or representation that compliance by the Contractor with this Agreement, HIPAA or the HIPAA regulations shall be adequate or satisfactory for the Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor is, or will be, secure from unauthorized use or disclosure. The Contractor is solely responsible for all decisions made by the Contractor regarding the safeguarding of IIHI.
2. **Assistance in Litigation or Administrative Proceedings:** The Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting the Contractor in the performance of its obligation under this Agreement, available to the County or state at no cost to the County or state to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the state, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where the Contractor or its subcontractor, employee or agent is named adverse party.
3. **No Third-Party Beneficiaries:** Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the County or the state, or the Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.
4. **Interpretation:** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state or local laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable laws.
5. **Regulatory References:** A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.
6. **Survival:** The respective rights and obligations of the Contractor under herein this Agreement shall survive the termination or expiration of this Agreement.
7. **No covenant, condition, duty, obligation, or undertaking continued or made a part of this Agreement shall be waived except by written agreement of the parties hereto, and forbearance or indulgence in any other form or manner by either party in regard whatsoever will not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply. Until performance or satisfaction of all covenants, conditions, duties, obligations, and undertakings is complete, the other party shall have the right to invoke any remedy available under this contract, or under law, notwithstanding such forbearance or indulgence.**
8. **No Waiver of Obligations:** No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of

performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

9. Signatures: This Agreement is of no force and effect until signed by both of the parties hereto. The Contractor shall not commence performance prior to the beginning of this Agreement or upon final approval.

- Q. **Conflict Resolution:** Should a dispute arise between the Contractor and the County relating to services provided under this Agreement governed by the dispute resolution process set forth in California Code of Regulation (CCR) Title 9, Division 1, Chapter 14, Section 5845(d)(10), County and Contractor shall follow the California Department of Mental Health Issue Resolution Guidance dated October 2011 available at http://www.dmh.ca.gov/Prop_63/MHSA/Issue_Resolution.asp and incorporated by reference herein.

For any disputes other than those governed by the dispute resolution process set forth in California Code of Regulation (CCR) Title 9, Division 1, Chapter 14, Section 5845(d)(10), the Contractor and County shall follow the County of El Dorado MHSA Issue Resolution Process available at: www.edcgov.us⁴ and incorporated by reference herein.

- R. **Review, Inspection and Record Retention:** Contractor agrees to make all of its books and records pertaining to the goods and services furnished under the terms of the contract available for inspection, examination, or copying by authorized County, state or federal agencies, or their duly authorized representatives, at all reasonable times at Contractor's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping. Upon expiration or termination of this Agreement all client records shall be kept for a minimum of seven (7) years from the date of discharge and in the case of minors, for at least one (1) year after the minor client's eighteenth (18th) birthday, but in no case less than seven (7) years from the date of discharge. Service and financial records shall be retained by Contractor, for a term of at least five (5) years from the close of the County's fiscal year in which the contract was in effect, or any longer period as may be required by federal or state law including, but not limited to any record retention laws pertaining to minors, psychiatric health facilities, psychology clinics, psychologists and/or other licensed professionals. If at the end of the applicable retention period, there is litigation or an audit or other investigation involving those books or records, Contractor shall retain the books or records until the resolution of such litigation, audit, or investigation.

The County or their designee shall have access to and right to examine, monitor, and audit all records, documents, conditions, and activities related to programs funded by this Agreement. For purposes of this section "access to" means that the Contractor shall at all times maintain a complete set of records and documents related to programs funded by this Agreement and shall make these records available to the state or County, or their respective designee in a central location.

⁴ http://www.edcgov.us/Government/MentalHealth/MHSA_Issue_Resolution_Process.aspx

- S. **Release of Information:** Contractor shall ensure that County Health and Human Services Agency is included as a receiving party on all Release of Information forms used in the performance of services under this Agreement.
- T. **Standards of Conduct:** The following standards apply to Contractor and, in the event County agrees in writing to Contractor subcontracting services under this Agreement, pursuant to the Article titled "Assignment and Delegation," Contractor shall ensure the following standards are included in any subcontract hereto:
1. Every reasonable course of action shall be taken to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement shall be administered in an impartial manner, free from efforts to gain person, financial or political gain.
 2. Any executive or employee of the Contractor shall not solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole or part by the County or the state. Supplies, materials, equipment, or services purchased with Agreement funds shall be used solely for purposes allowed under this Agreement. No member of the Contractor's Board will cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.
 3. The County, by written notice to the Contractor, may terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the County or state, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County or state with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such Agreement, provided that the existence of the fact upon which the County or state makes such findings that shall be an issue may be reviewed in any competent court.
 4. In the event this Agreement is terminated as provided in the paragraph above, the County or state shall be entitled:
 - a. To pursue the same remedies against the Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and
 - b. As a predetermined amount of liquidated damages in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three (3) times the cost incurred by the County or state in providing any such gratuities to any such officer or employee.
 5. The rights and remedies of the Contractor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement upon a contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of the Contractor, for the purpose of securing business. For breach or violation of this warranty, the

state shall have the right to annul this Agreement without liability, paying only for the values of the work actually returned or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

6. Contractor, and any subcontractors and/or consultants retained by the Contractor with funds provided under this Agreement must comply with the provisions of California Government Code Section 19990, et seq.

U. **Subcontracting:** In addition to the Article titled, "Assignment and Delegation," the Contractor certifies that:

1. Any work or services specified in this Agreement which will be performed by other than the Contractor shall be evidenced by a written Agreement specifying the terms and conditions of such performance.
 2. The Contractor shall maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of contracts that contain acceptable standards for insuring accountability.
 3. The system for awarding contracts will contain safeguards to ensure that the Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds.
 4. Subcontractors shall comply with the Confidentiality requirements set forth in the Article titled "Confidentiality Requirements" of this Agreement.

V. **HIPAA Compliance:** By signing this Agreement, Contractor agrees to comply with the Exhibit F marked, "Business Associate Agreement," attached hereto and incorporated by reference herein.

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
2. Have not within a three year period preceding this 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;
3. 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;
4. 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;
5. Shall not knowingly enter in to any lower tier or subrecipient covered transaction with any person(s) who are proposed for debarment under federal regulations or

are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the state; and

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

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

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

- X. **Compliance with All Federal, State and Local Laws and Regulations:** Contractor shall comply with all federal, state and local laws including, but not limited to, the Americans with Disabilities Act (ADA) of 1990 (42USC12101 et. seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from County's Health and Human Services Agency.

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

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

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

Z. **Disallowed Costs:** The Contractor shall use funds provided under this Agreement only for the purposes specified in this Agreement and in the MHSA Plan available at www.edcgov.us⁵

ARTICLE XXXI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
David Brownstein, Social Services Program Manager
Health and Human Services Agency

Requesting Department Head Concurrence:

By: _____ Dated: _____
Patricia Charles-Heather, Ph.D., M.P.A, Director
Health and Human Services Agency

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⁵ https://www.edcgov.us/government/mentalhealth/mhsa/pages/mhsa_plans.aspx

Z. **Disallowed Costs:** The Contractor shall use funds provided under this Agreement only for the purposes specified in this Agreement and in the MHSA Plan available at www.edcgov.us⁵


ARTICLE XXXI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By:  Dated: 1-18-19
David Brownstein, Social Services Program Manager
Health and Human Services Agency

Requesting Department Head Concurrence:

By:  Dated: 1/22/19
Patricia Charles-Heather, Ph.D., M.P.A, Director
Health and Human Services Agency

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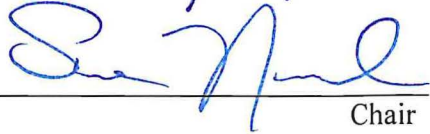
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⁵ https://www.edcgov.us/government/mentalhealth/mhsa/pages/mhsa_plans.aspx

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

-- COUNTY OF EL DORADO --


Dated: 2/26/19
By: 
Chair
Board of Supervisors
"County"

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

By:  Dated: 2/26/19
Deputy Clerk

-- CONTRACTOR --

STANFORD YOUTH SOLUTIONS
A NON-PROFIT CALIFORNIA CORPORATION

By:  Dated: 1/23/19
Dr. Laura Heintz
Chief Executive Officer
"Contractor"

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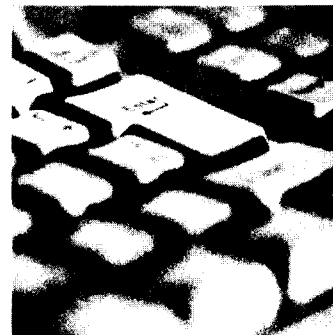
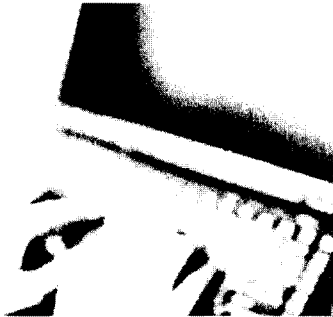
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El Dorado County

Computer and Network Resource Usage Policies and Standards Guide

General Use



Approved by the Board of Supervisors August 18, 2009

INTRODUCTION

This Computer and Network Resource Usage Policies and Standards Guide has been created to assist El Dorado County employees in understanding their responsibilities when using County computer workstations, printers, peripherals, software, and network resources. The Guide is intended to comply with Board Policy A-19 and applies to all County employees.

There are a number of changes to this latest revision of the Computer and Network Usage Policies and Standards Guide. The majority of these changes are driven by new regulations from various government agencies that necessitate an increased focus on security and the protection against loss or theft of data in protected classes. These classes include the Health Insurance Portability and Accountability Act (HIPAA), Personally Identifiable Information (PII) and Protected Health Information (PHI), Sarbanes-Oxley, etc.)

Page 12, "El Dorado County Computer and Network Resource Usage Policies Agreement" must be signed by all County employees indicating they have read and understood the General Usage Policies, "1.1 – Background" through "1.14 – Remote Access Policies".

It is mandatory that the employee sign the Agreement on an annual basis. It is suggested that the employee re-sign the Agreement at the time of their annual evaluation.

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GENERAL USAGE POLICIES

1.1 Background

El Dorado County has an extensive communication infrastructure with network and computing resources for use by County employees, contractors, vendors, quasi-governmental employees (fire departments, community services districts, etc.) and temporary workers, hereafter referred to as "County User". In addition, the County provides a large and continuously growing number of computer workstations, printers, peripherals, software, training, and supplies to all County sites. These items are provided by El Dorado County to allow County Users to perform tasks efficiently to meet the goals established by the El Dorado County Board of Supervisors.

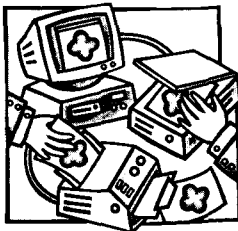


While most are familiar with the term "computer", it is only one of the resources that are collectively known as network resources. Network resources consist of computers and their associated peripherals. These network resources, applications, and data provide the means to deliver services to El Dorado County residents.

While much of the data used by El Dorado County is "public" information, with legislative changes (HIPAA, PII, PHI, Sarbanes-Oxley, etc.) there is a need to safeguard the data the County uses and to maintain the security and privacy of that data. Automatic and procedural security controls are in place to prevent or reduce unauthorized access to these resources. The primary responsibility for maintaining the integrity, security, and privacy of this information and its resources lies with the County User.

All computer systems furnished by the County, including but not limited to computer equipment, software, operating systems, storage media, and network accounts providing electronic communication, file storage, Internet access ("www" browsing, use groups, etc.) and FTP (File Transfer Protocol), are the property of El Dorado County. These systems are to be used for business purposes in serving the interests of the County in the course of normal operations. Improper use of any of these resources can result in lost or degraded services to some or all County Users. Violation of local, State and Federal laws, rules and policies may call for prosecution under the law, including fines and imprisonment and disciplinary action.

County Users are responsible for reading, understanding, and following the appropriate use of County equipment and the release of County data. This document summarizes policies and offers standards and guidelines regarding the integrity, security, and privacy of County data, network resources and computers. County Users should contact their supervisors for any necessary clarification.



1.2 Purpose

The purpose of these policies is to define the acceptable use of computer equipment and networked resources throughout El Dorado County. These policies are in place to protect the County User and El Dorado County. Inappropriate use exposes El Dorado County to risks including but not limited to virus attacks, compromising network systems and services, and potential civil or criminal litigation. These

policies apply to all computer equipment that is used by County Users or any device connected to the El Dorado County network.

Deviations from these policies may occur based on specific departmental technical needs. Deviations must be reviewed and approved by the Director, Information Technologies (I.T.) or designee. I.T. decisions may be appealed to the IT Steering Committee.

1.3 General Use and Ownership

The County's business information, telephone, network, computer and software resources, peripherals and supplies are County property and are intended to be used to conduct County business. They do not belong to individuals and are used by County Users for the purpose of completing the work required for their position while employed or contracted by the County.



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

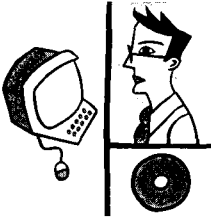
It is the responsibility of the County User to safeguard confidential information from unauthorized disclosure or use. County Users shall not seek to use personal or confidential information for their own use or personal gain. County Users must take all reasonable precautions to ensure privacy is maintained under the law while handling information in any form, including but not limited to voice, electronic (disk file, diskette, CD ROM, DVD, magnetic tape, electronic communication, etc.), paper, photograph, and microfiche information.

New regulatory requirements dictate computers processing protected classes of information (HIPAA, PII, PHI Sarbanes-Oxley, etc.) have their hard drives encrypted. Additionally portable media devices used to store protected classes of information must also be encrypted (USB storage devices, etc.). Portable computers (laptops, notebooks, cellular based personal digital assistants (CPDA)) must be encrypted, contain software designed to recover lost or stolen devices, and have the ability to be remotely incapacitated and able to destroy all data on the device).

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

County Users are responsible for exercising good judgment regarding the reasonableness of personal use on personal time. County Users may engage in reasonable incidental personal use of the County's computer systems, to the extent permitted by the County User's department head, as long as such use does not degrade overall system performance (such as streaming media, i.e. music or video files), detract from a County User's productivity, duties, service to the public or to the County, violate any law, or any County policy, procedure, or regulation or tarnish the image of the County or contribute to the disrepute of the County.

For security and network maintenance purposes, I.T. staff members may monitor equipment, systems and network traffic at any time. This monitoring shall be done under the auspices of this policy, which is incorporated into Board Policy A-19.

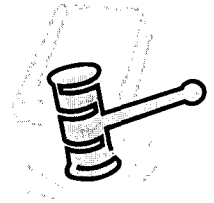


1.4 Use of Personally Owned Software and Equipment

Personally owned software may not be installed on County computers, nor shall personally owned computer hardware or peripheral equipment be connected to County computers or attached to the County network.

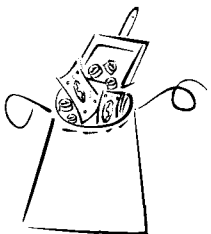
1.5 Compliance with Software Copyright Laws

A copyright violation exposes the County to substantial risk of legal liability. County Users may not:



- Install any software without having proof of licensing; or
- Install software licensed for one workstation on multiple machines; or
- Install or distribute "pirated" or other software products that are not appropriately licensed for use by El Dorado County; or
- Install personal or non-County standard software or peripherals.

County Users may not make unauthorized copies of copyrighted material including, but not limited to, photographs from magazines, books or other copyrighted sources, copyrighted music, or any copyrighted software for which the County or the County User does not have a valid license.

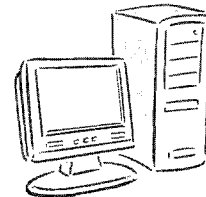


1.6 Disposal of Copyrighted Software Material

All copyrighted material must be disposed of in such a way as to render it useless and to minimize the potential liability to the County. The media on which the copyrighted material was obtained must be physically destroyed (for example, CDs, DVDs or floppy disks, will be broken in half or shredded) and any license keys or any other information that is required in order to use the software legally must be destroyed.

1.7 Use of Computer Resources

County computer resources are used by hundreds of County Users. To ensure that these resources are available and working properly, personal use of these resources must not negatively impact others.



No County User may attempt to access computer systems, or their resources, unless proper authorization has been granted by the department head. Any attempt to maliciously alter, erase, damage, destroy or make otherwise unusable or inaccessible any data, software, computer, or network system may constitute a felony and may result in any combination of

disciplinary action and/or prosecution and fines, including litigation costs and payment of damages under applicable Local, State, and Federal statutes.

No County User shall willfully or through negligence introduce a malicious program into the network, any server or computer, (e.g. virus, worm, Trojan horse, electronic communication bomb etc.), nor shall any County User use port scanners or other intrusive software intended to undermine the stability and integrity of the County network and attached resources.

No County User shall use a County computing resource to engage in procuring, viewing or transmitting material that is pornographic in nature or is in violation of sexual harassment or hostile workplace guidelines. In general, any material that may be considered objectionable or may tend to bring the County into disrepute may not be sent via the County's computer systems.

El Dorado County has a significant investment in network server hardware and associated data storage capacity. Please see General Usage Standards and Guidelines – 3.3 Server Storage Utilization for options and recommendations for the file storage options, directory structure and back-ups to maximize available server storage space.



1.8 Use of Electronic Communication

The need to manage electronic communication systems properly can be viewed the same as other records keeping systems; namely, to ensure compliance with laws concerning the creation, retention, or access to such electronic communication documents and to manage resources storing such electronic communication documents.

El Dorado County government agencies that use electronic communications have an obligation to make County Users aware that electronic communication messages, like paper records, must be retained and destroyed according to established records management procedures. They should deploy, or modify, electronic communication systems to facilitate electronic records management. Specific procedures and processes will vary according to departmental needs and the particular requirements placed on them via specific governmental agency rules or applicable law.

Please see General Usage Standards and Guidelines – 3.1 Electronic Communication for detail standards in support of these policies.

1.8.1 Definitions

Electronic communication **systems** transport messages (store and deliver) from one computer user to another. Electronic communication systems range in scope and size:

- From a local area network electronic communication system that delivers messages within an agency or office.
- To a wide area network electronic communication system that carries messages to a variety of physical locations.
- To Internet electronic communication that allows users to send and receive messages from around the world.

- All County e-mail shall include a disclaimer as part of the e-mail signature, and shall consist of the following language that is automatically inserted by Lotus Notes / Domino server at the end of each message that is sent outside the County:

CONFIDENTIALITY NOTICE: This electronic communication with its contents may contain confidential and/or privileged information. It is solely for the use of the intended recipients(s). Unauthorized interception, review, use, or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, or authorized to receive for the intended recipient, please contact the sender and destroy all copies of the communication. Thank you for your consideration.

Electronic communication **messages** are documents sent or received by a computer system. This definition includes: 1) the contents of the communication, 2) any transactional information, and 3) any attachments associated with such communication. Thus, electronic communication messages are similar to other forms of communicated messages, such as correspondence, memoranda, and circular letters.

1.4.4 Personal Use

Incidental personal use, if authorized by the appropriate department head, of the County's electronic communication system is permitted as long as it is not excessive and does not degrade the performance of services or interfere with the County's normal business practices and the performance of the County User's business tasks. County Users should exercise sound judgment and sensitivity to others when exchanging personal messages in the workplace.

Lotus Notes is the County standard e-mail system.

- All incoming e-mail must be addressed to the County User's County-supplied electronic communication address such as John.Smith@edcgov.us. firstname.lastname is the Standard Naming Convention.
- Receipt of non-County addressed e-mail via Internet based Internet Service Providers (ISP's) (jsmith@hotmail.com or comcast.com for example) is allowed; however, such email must be accessed via the Internet. Personal attachments may not be stored on County storage devices.
- Examples of County incoming e-mails include those ending with edcgov.us, co.el-dorado.ca.us, edso.org, or /PV/EDC or /SLT/EDC (Lotus Notes addresses).
- The use of Internet-based commercial instant messaging products such as AOL Instant Messaging, Windows Instant Messaging, MIRC, IRC, etc. is prohibited over the County's network.
- Some electronic communication clients allow the use of downloadable plug-ins, allowing the computer user to add "emoticons" and other animations to their electronic communication. The downloading, installation and use of any of these items is prohibited on County computer systems.

1.4.5 State and Federal Laws

Use of the County's electronic communication system is subject to all applicable Federal and State communications and privacy laws. In particular, County Users need to be aware that

attaching programs, sound, video, and images to electronic communication messages may violate copyright laws, and data files containing County User or citizen information are subject to all privacy laws.

1.3.4 Restrictions

Electronic communication may not be used for:

- Unlawful activities.
- Advertising (unsolicited electronic communication commonly referred to as "Spam").
- Mail "bombs".
- Uses that violate departmental, County, State or Federal policies, such as, but not limited to, obscenity, sexual harassment, hostile work place, etc .
- Any other use which interferes with computing facilities and services of the County.

The list of restrictions is indicative rather than inclusive of restrictions and electronic communication may not be used for reasons other than those specifically mentioned.

1.3.5 False Identity

County Users shall not employ a false identity in sending electronic communication or alter forwarded electronic communication out of the context of its original meaning.

1.3.6 Representation

County Users shall not give the impression that they are representing, giving opinions, or otherwise making statements on behalf of the County unless they are appropriately authorized, explicitly or implicitly, to do so.

1.3.7 Network Capacity

The County's electronic communication system shall not be used for purposes that could reasonably be expected to cause, either directly or indirectly, excessive use of network service or capacity, or cause interference with other County Users use of electronic communication systems, or any computing facilities or services.

For example, attaching files larger than 5 MB to an e-mail message and sending the e-mail to multiple recipients. Files meant to be shared or accessed by multiple County Users should be stored on a shared drive and a file path (link) to the file should be sent to the intended recipients.

1.3.8 Possession

County Users are not responsible for "electronic communication in their possession" when they have no "reasonable" knowledge of its existence or contents.

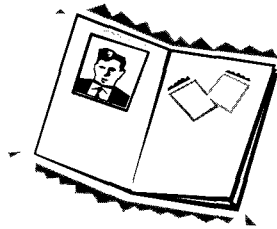
Preservation of electronic communication (subject to litigation) is required when an individual knows or should reasonably know, by official notification or other communications that the probability of litigation exists or the process of discovery pursuant to litigation exists. Electronic communication and any associated attachments shall be preserved by all reasonable means until notified in writing by County Counsel that the litigation period has

passed and that electronic communication pertaining to litigants no longer needs to be preserved. Preservation may include any and all electronic communication relating to possible litigation being copied onto readable media and delivered (with signed receipt) to County Counsel for later use. By not exercising reasonable and prudent precautions in preserving potential evidence, including electronic communication, you may subject yourself to criminal liability.

Every County User has a duty to preserve evidence in litigation. Destroying documents relevant to threatened or ongoing litigation may result in legal actions against that County User and against the County.

1.9 Use of the Internet

County User's incidental personal use of the Internet, if authorized by the appropriate department head, shall not encroach on or displace time spent performing their work duties. County Users shall not use the Internet in any way that may violate any other County rules, regulations, policies, procedures or practices, or bring civil or criminal liability or public reproach or any conduct tending to bring the County service into disrepute.



1.10 Computer User ID's and Password

All County Users shall be assigned "User ID's" and passwords. Based on a County User's responsibilities and his or her department head's authorization. The County User may be provided with access levels which allow him or her to view, create, alter, delete, print, or transmit information.

County Users are responsible for maintaining the security of their personal account passwords and may not release it for use by any other individual.

All user-level passwords (e.g., electronic communication, web, desktop computer, etc.) must be changed at least every six months. The recommended change interval is every four months. There are some systems, such as access for DMV records, that require passwords be changed more often. Please see Section 3.2, Passwords for the correct construction of passwords.

User accounts (e.g., root, enable, NT admin, application administration accounts, etc.) that have system-level privileges or administrative privileges must have strong unique passwords (8-12 character minimum) and will face regular mandatory password changes of no more than every four (4) months.

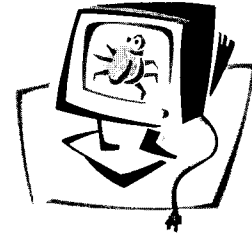
Passwords must not be inserted into electronic communication messages or other forms of electronic communication, including programming languages.

Any County User found to have violated this policy shall immediately have their access revoked and may be subject to disciplinary action.

Please see General Usage Standards and Guidelines – 3.2 Passwords in support of this policy. All user-level and system-level passwords must conform to the guidelines described in Section 3.2.1, Password Construction Guidelines.

1.11 Computer Viruses

The computer industry faces a continuing onslaught of malicious viruses, worms, malware and other damaging programs that attack computer and network resources. The County maintains equipment and software that reduces the potential impact of viruses, worms, spam, malware and phishing attacks in order to minimize impact of these invasions. It is the responsibility of the County User to take precautions to protect his/her computer and all network resources throughout the County.



Any computer or peripheral connecting to the El Dorado County network must use County approved anti-virus software. This software must be configured to receive regular software and virus signature file updates. All County computing equipment or peripherals, as applicable, shall run up to date versions of the County approved antivirus software or operating systems as approved for distribution by the I.T. department.

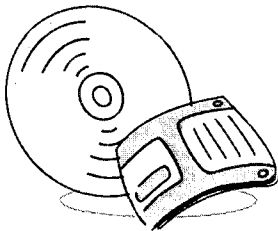
County Users should be cautious of opening electronic communication. Viruses can also be received from persons known to the recipient. If there is any doubt as to the validity of an attachment or the electronic communication, County Users shall delete the electronic communication and/or the attachment.

County Users may not download any software, including screensavers, from the Internet without prior authorization from the Director of I. T., or designee.

Computers may not simultaneously connect to the County Wide Area Network (WAN) and other networks such as commercial, private, personal or direct Internet connections via dial-up, DSL or broadband connections.

Critical data should be maintained on servers for security, anti-virus protection and to ensure data integrity through system tape back up.

All computers connecting to the County network are required to be current on all operating system, browser, Office Suite and application updates. These are the updates to the programs mentioned, not necessarily the most current release of the programs.

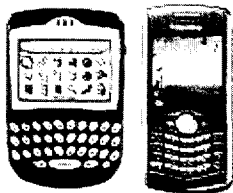
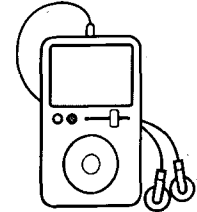


1.12 Removable Data Storage Devices

There are many forms of removable data storage devices in use today. These devices include, but are not limited to; floppy disk, CDs, DVDs, USB storage devices, MP3 players and cameras being the most common. These devices can easily spread malware (malicious software), viruses, worms, etc. to County computer equipment and network. To prevent the spread of malware adherence to the following guidelines is required:

- Floppy drive use has been permanently discontinued.

- Data on CDs and DVDs and USB devices are automatically scanned for malware upon insertion and opening of the files contained therein.
- County digital cameras connected to County computers via docking stations pose little risk and are authorized. Personal digital cameras used in the conduct of County business are authorized to upload digital images.
- MP3 players (IPOD's, etc) may not be connected to County computing equipment. The downloading of music from the Internet to County computers is prohibited. Downloading music at home to MP3 players and connecting to County computers is prohibited due to the very high risk of infection.
- Access to "shared resource" download sites and use of software such as LimeWire and others like it using County computers is prohibited as hackers have no problems obtaining any piece of data off your computer including Personally Identifiable Information (PII). Then they can and will use this information to destroy your credit record and life as reported by all major news agencies.
- All USB based storage devices shall be equipped with integral password protected encryption or Pointsec encryption. Departments processing protected classes of information shall use Pointsec Portable Media Encryptions (PME) to protect data. Implementation of this policy shall be incremental with the acquisition of new USB devices due to budget constraints.



1.13 Portable Computing Devices (WPDA, PDA, Laptops, Tablets)

Portable computing devices such as wireless and/or standard personal digital assistants and laptop computers are subject to every element of the Computer and Network Resource Usage Policies.

Due to their portable nature they are much more prone to loss or theft. Users of these devices are required to practice due diligence in loss prevention of the physical device and data contained within.

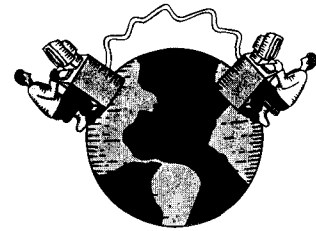
The following practices must be observed when transporting or using these devices at work or in the field:

- Physical security is one of the most important aspects of protecting these devices. Never let them out of your sight or leave them any place unattended.
- If these devices must be left in a vehicle, store them in the trunk or other secure location, camouflaging them as necessary to keep them out of sight.
- These devices should be protected with their integral security systems:
- Laptops with Biometric devices (finger print scanners, retinal scanners) or smart cards should be used whenever possible, especially equipment containing sensitive or regulatory protected data. All laptops must be equipped with Computrace theft and loss recovery software.

- Sensitive data should be stored on secured servers as much as possible. Data stored on local hard drives or portable media devices shall be encrypted and password protected.
- All portable computer devices must have appropriate County antivirus software installed and County approved firewall software for devices connecting to Internet services to protect data from hackers.
- Wireless Personal Digital Assistants may only communicate with the County e-mail system through the I.T. approved gateways into the Lotus Notes/Domino e-mail system. County approved devices include, Blackberry and Windows Mobile 5 or 6 digital assistants. Palm devices will be phased out as they reach end of life and will not be supported after that point as the gateway that supports Palm OS devices will be discontinued.
- Data from unknown sources may not be beamed to your portable devices via infrared ports.
- Devices that are lost or stolen must be immediately reported to your supervisor and I.T..

1.14 Remote Access

This policy applies to County Users utilizing remote services to access the El Dorado County network. This policy applies to all implementations of remote access that are directed through a VPN concentrator, firewall-to-firewall access, or dial-up service to access County network resources.



If approved by the appropriate department head or authorized representative (if user is not a County employee) and the County Security Officer, remote access users (County Users, outside government agencies, contractors, vendors, etc.) may utilize the benefits of remote access, which is a "user managed" service. Remote access users will be responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software, and paying associated fees. When connecting to County hosted remote access services, the remote access user is responsible for any and all toll charges associated with the use of remote access equipment.

The following policies apply to remote access users:

- It is the responsibility of remote access user with remote privileges to ensure that unauthorized users are not allowed access to El Dorado County internal networks.
- When actively connected to the County network through dial-up services, all other connections to non-County networks must be disconnected.
- Remote access accounts will be created and managed by El Dorado County I.T.
- All computers connected to El Dorado County internal networks via remote access are subject to the same security requirements as those connected to the County network.

- Remote access County Users will be automatically disconnected from El Dorado County's network after thirty minutes of inactivity. The user must then logon again to reconnect to the network.
- VPN connectivity will be through approved client software or other connectivity methods as defined by El Dorado County I.T.
- When authorized for remote access to the County network using personal equipment, County Users must understand that their machines are a de facto extension of El Dorado County's network, and as such are subject to the same rules and regulations that apply to El Dorado County-owned equipment, and their machines must be configured to comply with the security policies and standards of El Dorado County.
- When authorized for remote access to the County's network, County Users have unique access to sensitive resources. To insure network security, it is critical that all remote County Users actively support and fully comply with the measures described in these policies. Failure to comply can place the entire County network at serious risk and could lead to disciplinary action.
- Remote access users are required to complete a remote access request form, provided by I.T., which identifies security, antivirus and other computer protection requirements for the requesting party's access. The form must be signed by the department head, or authorized representative if not a County employee, and the Security Officer. After submission of the completed form, I.T. will ensure remote systems meet County specifications prior to granting access to the County network.

COUNTY USER AGREEMENT

**El Dorado County Computer and
Network Policies Agreement**

I have read and understand that:

- 1) As a user of the County's information technology resources, I may have access to sensitive resources that are connected through the County network. To assure security throughout the entire County network, it is critical that all users actively support and fully comply with the measures described in the Computer and Network Resource Usage Policies and Standards Guide. Failure to comply can place the entire County network at serious risk. Failure to comply may subject me to disciplinary action.

- 2) As a user of the County's information systems I shall at all times act in accordance with all applicable laws and County policies, rules or procedures. I shall not use County information technology resources in an improper or unauthorized manner.

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

User Name: _____

Signature: _____

Date: _____

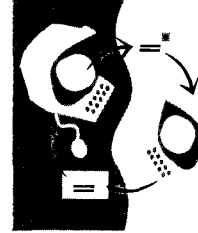
**This form shall be signed on an annual basis and be retained
in the department, district or agency file.**

GENERAL USAGE STANDARDS AND GUIDELINES

3.1 Electronic Communication

The County encourages the use of electronic communication to enhance communication and business activities. Standards are necessary to ensure the appropriate use of electronic communication and to prevent or limit disruptions to work activity and computer services.

The nature of electronic communication at the present time makes it susceptible to misuse. County Users need to be aware that sensitive or private information can be easily forwarded to other individuals the originator never intended, both internal and external to the County.



Users of the County's electronic communication services need to be aware that use of these services is a privilege granted with the expectation that it will be used for business purposes and in a professional and courteous manner similar to other forms of communication. All electronic communication sent or received by individuals through County User's accounts is the property of the County and may be examined by County officials at the request of a County User's department head and with approval from the Director of Human Resources.

It is important to understand and use electronic communication appropriately within the County use policy and your specific departmental electronic communication use policy. Additionally, for a guide to safe electronic communication use please refer to the EDCNET, the County's intranet website:

http://edcnet/IT/PUBLIC/safe_computing.html.

All e-mail, whether it is a new e-mail or it is a response, shall contain the e-mail security disclaimer as defined in Section 1.8.1 of this document.

3.1.1 Security and Confidentiality

The confidentiality of electronic communication cannot be assured. County Users should exercise extreme caution in using electronic communication to communicate confidential or sensitive material. Any electronic communication that contains protected classes of information (HIPAA, PII, PHI Sarbanes-Oxley, etc.) must be encrypted before it is electronically communicated.

3.1.2 Anti-Spam Measures

Never respond to a spam electronic communication. Many spam electronic communications may contain instructions on how to remove your address from their address list. More often than not, your response only confirms they have a valid address. They will continue to send you spam and will sell or share the now confirmed active address to other spammers.

Never use your County electronic communication account for Internet purchasing, auction sites (EBay etc.) or supply your County Internet e-mail account address to suspicious or untrusted sites.

El Dorado County has made a significant investment in technologies designed to minimize our exposure to spam and viruses. This equipment will quarantine suspicious electronic communication. The equipment uses a series of anti-spam /antivirus measures to assign a point value to incoming e-mail. When an electronic communication hits these thresholds it

is normally quarantined. Often times, incoming electronic communication may be quarantined due to poor maintenance and/or security measures at the senders end, causing their electronic communication services to be "blacklisted" and resulting in quarantine at our servers. These actions are by design and meant to protect our systems and your County computers.

The process of e-mail quarantine may delay the delivery of electronic communication. I.T. staff checks quarantine areas regularly to minimize the impact on County staff members. Although this quarantine process may at times be inconvenient, it is necessary to prevent the entry of un-wanted and potentially dangerous electronic communication into the County system.

3.1.3 HZPA and Compliance with Electronic Communication Privacy Act

Standards are under development to comply with above regulations and acts. In general, electronic communication under the umbrella of these regulations requires data and electronic communication encryption. The County has adopted hard drive, USB portable media and e-mail encryption standards. The I.T. department will work with departments subject to these standards to ensure compliance shall be in place by July of 2010.

3.1.4 E-mail Retention

Formal e-mail retention policies are under review and will be complete in the near future; after the appropriate review and approval processes. E-mail retention policies differ from e-mail archiving. Archiving manages the size of e-mail files. Retention manages the age of e-mail and deletes e-mail that age past a certain date.

3.1.4.1 Account File Size Restrictions and E-mail Retention Standard

E-mail attachments can consume large amounts of storage space on County file servers. It is recommended that attachments be detached and stored on a local computer or stored on a server and deleted from electronic communication to preserve electronic communication server storage.

County User best practices should include proper management of their e-mail. Departments must develop guidelines pertinent to their business requirements that dictate how long specific electronic communications should be kept, what can be deleted and when. Departments undoubtedly have differing needs for retention based on Local, State, and Federal law as well as accepted best practices within their industries.

A departmental e-mail retention standard must be designed to reflect the need for each County User to manage his or her e-mail effectively and efficiently. This standard will help minimize the impact on County resources in storing and managing the County's enterprise e-mail system.

The maximum e-mail file size is set at 300 Mb. When a County User's file size reaches 250 Mb the user receives an e-mail notification that their e-mail file is reaching the maximum allowable size. If the file size reaches the 300 MB limit send\receive e-mail privileges are suspended until files are deleted or archived to bring the file size below the maximum allowable size. Contact I.T. for assistance with archiving your e-mail.

3.1.5 Managing E-mail

You may receive and manage your 'production' e-mail file and create folders as you wish and according to your department's policy.

You can manage your e-mail by:

- Deleting e-mail you no longer need.
- Saving only e-mail that you are required to save by department policy or based on legal requirements, to a designated archive folder(s). This process will move your 'archived' e-mail from your 'limited' production area to your archive storage location.
- Removing attachments from e-mail and store them on local computer and/or server storage.
- Printing your e-mail and saving the printed copy (or make Adobe 'PDFs') and then deleting the e-mail.
- Once a County User no longer needs an e-mail and moves the e-mail to the Trash folder the e-mail is held in the Trash folder for 96 hours then deleted. By deleting all e-mail in the Trash folder the County User ensures all messages are deleted. Reductions to the size of the County User e-mail account after deleting e-mails may not immediately reflect the accurate size for up to two days due to automated processes. If a County User requires the size change to take immediate effect due to reaching the 300Mb limit, contact the Help Desk.

These processes should help bring e-mail file sizes below the allowable limits.

3.1.3.1 Archiving E-mail

E-mail archiving guidelines are still under discussion at this time.

3.1.3.2 Backup Process for Production E-mail and Archived E-mail

- Production e-mail will be backed up daily (normal business day).
- Production e-mail will be backed up to tape on a weekly basis for 'off-site' disaster recovery purposes.

3.1.3.3 E-mail Account Deletion

All Internet electronic communication is forwarded to the County e-mail system, Lotus Notes. Upon notification by a department head or Human Resources that a County User is confirmed to have permanently left County service, the Internet account will be frozen or deleted. The County e-mail files are moved to "obsolete" and the County User's name is removed from the County e-mail list. Files placed in "obsolete" are retained for 60 days and then deleted. Departments requiring any deviation from this standard should immediately contact the Director of I. T. to avoid deletion of files intended for an extension of time prior to deletion.

3.1.3.4 Anti-Virus Programs and E-mail Attachments

Never open any file attached to an electronic communication from an unknown, suspicious or untrustworthy source. Delete these electronic communications immediately, then "double delete" them by emptying your Trash. One of our best lines of defense against malicious attacks is the computer user. Regularly check electronic communication for notifications sent to you by I.T. regarding viruses and electronic communication "scams". An informed computer user is an aware user and can better identify suspicious content in electronic communication.

Delete spam, chain, and other junk electronic communication without forwarding.

Never download files from unknown or suspicious sources or websites. Never visit "underground" sites, hacking sites, or any site that is not required in the execution of your duties as a County User. These sites can put the integrity of the County network at risk through malicious code, either intentionally or unintentionally.

Avoid direct disk sharing (peer to peer) with read/write access unless there is a business requirement to do so.

3.1.5 Electronic Communication via Instant Messaging

The County is using Lotus Instant Messaging as an additional form of electronic communication between County Users. All policies applicable to electronic mail apply to electronic messaging. Special precautions must be observed with the use of instant messaging due to the nature in which transcripts of instant messaging are logged. The default for Lotus Notes Instant Messaging is "not logged".

Should any County User receive objectionable, offensive or threatening content during an instant message session, it is important to follow these procedures:

- Do not close the instant message session or turn off your computer
- Contact your supervisor to report the behavior in question

As applicable, your supervisor will take the appropriate action, up to and including contacting the Human Resources department who will direct the collection of the data in question, following strict confidentiality guidelines.

3.2 Passwords



Passwords are an important aspect of computer security. They are the front line of protection for user accounts. A poorly chosen password may result in the compromise of El Dorado County's entire corporate network. As such, all El Dorado County Users are responsible for taking the appropriate steps, as outlined below, to select and secure their passwords.

The purpose of this standard is to establish criteria for creation of strong passwords, the protection of those passwords, and the frequency of change. This includes all County Users who have or are responsible for an account (or any form of access that supports or requires a password) on any system that resides at any El Dorado County facility, has access to the County network, or stores any non-public County information.

3.2.1 Password Construction Guidelines

Passwords are used for various purposes in El Dorado County. Some of the more common uses include: personal computer accounts, network server accounts, web accounts, electronic communication accounts, screen saver protection, voice electronic communication password, and mainframe accounts.

Poor or weak passwords have the following characteristics:

- The password contains less than eight characters.
- The password is a word found in a dictionary (English or foreign).
- The password is a common usage word such as:
 - Names of family, pets, friends, co-workers, fantasy characters, etc.
 - Computer terms and names, commands, sites, companies, hardware, software.
 - The words "El Dorado County", "County", "EDC", or any derivation.
 - Birthdays and other personal information such as addresses and phone numbers.
 - Word or number patterns like aaabbb, qwerty, zyxwvuts, 123321, etc.
 - Any of the above spelled backwards.
 - Any of the above preceded or followed by a digit (e.g., secret1, 1secret)

Strong or effective passwords have the following characteristics:

- The password contains at LEAST 8 characters.
- The password contains both upper and lower case characters (e.g., a-z, A-Z)
- The password has digits and punctuation characters as well as letters (e.g., 0-9, ! @ # \$ % ^ & * () _ + | ~ - = \ ` { } [] : " ; ' < > ? , . /)
- The password is not a word in any language, slang, dialect, jargon, etc.
- The password is not based on personal information, names of family, etc.

Try to create passwords that can be easily remembered. One way to do this is create a password based on a song title, affirmation, or other phrase. For example, the phrase might be: "This May Be One Way to Remember" and the password could be: "TmB1w2R!" or "Tmb1W>r~" or some other variation.

NOTE: Do **NOT** use either of the above examples as passwords!

3.3.2 Password Protection Standards

Do not use the same password for El Dorado County accounts as for other non-County access (e.g., personal ISP account, EBay, personal electronic communication accounts, etc.). Do not share El Dorado County passwords with anyone, including administrative assistants or secretaries. All passwords are to be treated as sensitive, confidential County information.

Here is a list of password "don'ts":

- Don't reveal a password over the phone to un-authorized personnel.

- Don't reveal a password in an electronic communication message.
- Don't reveal a password to the manager without a written request for such information from your manager.
- Don't talk about a password in front of others.
- Don't hint at the format of a password (e.g., "my family name").
- Don't reveal a password on questionnaires or security forms.
- Don't share a password with family members.
- Don't reveal a password to co-workers while on vacation.
- Don't use the "Remember Password" feature of applications (e.g., Internet Explorer, Outlook, Outlook Express, and Entourage).
- Don't write passwords down and store them anywhere in your office.
- Don't store passwords in a file on ANY computer system (including PDA's) without encryption.

All computing equipment deployed in El Dorado County shall have screen savers with password protection enabled and set to lock the computer after ten (10) minutes of inactivity. County Users should hit "Ctrl/Alt/Delete keys and lock their computers to protect against un-authorized access whenever leaving their work station.

If someone demands a password, refer them to this document or have them call the Director of I. T.. Departments needing authorized access should contact the Information Technology department to securely address this need.

If an account or password is suspected to have been compromised, report the incident to I.T. immediately and change all passwords.

3.3.4 Application Development Password Standards

Mainframe applications should use RACF security functionality. Client-server and web-based applications should use Active Directory Services security functionality.

3.3.5 Pass Phrases

Pass phrases are generally used for public/private key authentication. A public/private key system defines a mathematical relationship between the public key that is known by all, and the private key, that is known only to the user. Without the pass phrase to "unlock" the private key, the user cannot gain access.

Pass phrases are not the same as passwords. A pass phrase is a longer version of a password and is, therefore, more secure. A pass phrase is typically composed of multiple words. Because of this, a pass phrase is more secure against "dictionary attacks."

A good pass phrase is relatively long and contains a combination of upper and lowercase letters and numeric and punctuation characters. An example of a good pass phrase:

"TheTrafficOn50WasTerribleThisMorning"

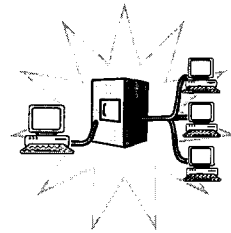
All of the rules above that apply to passwords apply to pass phrases.

3.2.3 Use of Passwords and Pass Phrases For Remote Access Users

Access to the El Dorado County networks via Virtual Private Networking (VPN) access and some networked resources are controlled using the username/password (challenge/response) mode of authentication. Access to the County network via VPN is tightly controlled.

3.3 Server Storage Utilization

To maximize server storage, County Users should properly manage their data and directory structures. There are several methods of file storage and associated back-up. The recommendations in the next section provide options and recommendations for file storage, directory structure and back-ups to ensure the availability of server storage space.



3.3.1 File Storage Options

- Operating system and applications are loaded on the desktop computer and all data files stored on the local machine hard drive. *This option provides local access to the computer data files, but offers no backup of those files. Hard drive failure will result in complete loss of data files. **This option is not recommended.***
- Operating system and applications are loaded locally and all data files are stored on a network server. *This option safeguards data in two ways: 1) data files reside on servers, 2) data files on servers are backed up to tape nightly. A possible drawback to this option is the inability to access data on the server in the event of server or network problems.*
- Operating system and applications are loaded locally. All data files are stored on the local hard drive and its directory structure configured to allow for scheduled copying of local data files to the server. *This option safeguards data in three ways: 1) data files reside on local drives, 2) data files reside on server hard drives, 3) data files are backed up to tape nightly. In the event of network or server problems, data files stored locally will be available. While this method requires the largest amount of user intervention due to regularly scheduled backups of local data files to server drives, it does provide maximum availability and protection of data files.*
- "Thin Client" computer; all files reside on a server. The operating system and applications run at the server level, data files are stored on server drives. Proper file management at the server level preserves hard drive space.

3.3.2 Server File Storage

- The majority of County computers are connected to Windows based servers. These servers store data files and send print jobs to networked printers. Storage must be managed to maximize storage capacity.

- Server hard drive arrays have finite capacity. NEVER copy the entire contents of local drives to server drives. This wastes server-based storage.
- County User-specific data files should be copied only to the County User's server home directory which is normally designated as the "H:" drive.
- Data files common to a group should only be copied to the "shared" server directory's appropriate sub-directory. Always store data files in the appropriate sub-directory as defined within your department and/or group. NEVER store data files at the root of shared directories.
- Do not store multiple copies of data files on a server. There is no need to have a copy of the same file in your home directory and a group directory. Do not decompress operating system or application service packs or updates to server hard drives.
- Clean up your directories at least monthly. Delete old data files or files no longer needed and remove unnecessary iterations or versions of data files. Server storage is not to be used for storing non-work-related music, video, or picture files.

CWS/CMS Access Agreement

Requestor Name (please print):

Date:

This agreement is specific to the CWS/CMS, Safe Measures, and SDM applications. Access is granted based on a business need to complete Child Welfare activities. Users access CWS/CMS through their County issued computer or through remote access via Server Based Computing (SBC) tokens.

User Responsibilities:

1. Only authorized personnel may access to CWS/CMS, Safe Measures, and SDM.
2. Access to CWS/CMS, Safe Measures, and SDM is to be used for work-related activities only. Users must not use CWS/CMS, Safe Measures, and SDM or other applications for purposes other than those that support official County business.
3. Users should not access CWS/CMS in settings where confidential CPS information would be in public view.
4. Each individual is responsible for maintaining security of their password in adherence to the County's Information Technology Security Policy "Password Construction Guidelines".
5. Should the SBC token be lost, stolen or broken, user agrees to contact CPS Administration immediately. Broken tokens must be returned.
6. Upon termination of employment or change in job function such that remote access to CWS/CMS is no longer required, SBC token is to be turned into CPS Administration.

I recognize and understand the purpose of the County's IT systems and services is to support County business. I agree not to use any application, access any file, retrieve or share any client records or information other than where authorized. I am aware that if I violate this policy or the laws regarding the confidentiality of CPS records, I will be subject to discipline.

I acknowledge that I have read and understand the County's Information Technology Security Policy and am aware of the other pertinent policies and guidelines related to confidentiality: Penal Code § 11167 and 11167.5 Confidentiality of CPS Reports; Welfare and Institutions Code §827 Disclosure of Records without a Court Order; Welfare and Institutions Code §10850 Privileged or Confidential Records not subject to informal release under Welfare and Institutions Code §827; Evidence Code § 1040 Official Information held in confidence, and County Policy 7-8 Incompatible Activities.

By signing this Agreement for access to CWS/CMS, user agrees to be bound by this Agreement and to use the services in compliance with this Agreement.

Signature

Date Signed

Serial Number of SBC Token Assigned (if applicable):

EXHIBIT C

LANGUAGE ASSISTANCE

English

ATTENTION: If you speak another language, language assistance services, free of charge, are available to you. Call _____ (TTY: _____).

ATTENTION: Auxiliary aids and services, including but not limited to large print documents and alternative formats, are available to you free of charge upon request. Call _____ (TTY: _____).

Español (Spanish)

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al _____ (TTY: _____).

Tiếng Việt (Vietnamese)

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số _____ (TTY: _____).

Tagalog (Tagalog – Filipino)

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa _____ (TTY: _____).

한국어 (Korean)

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. _____ (TTY: _____) 번으로 전화해 주십시오.

繁體中文 (Chinese)

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 _____ (TTY: _____)。

Հայերեն (Armenian)

ՈՒՇԱՂՐՈՒԹՅՈՒՆ ԵՐԵ խոսուի եր հայերեն, ապաձեզ անվճար կարող եմ տրամադրել լեզվական աջակցութիւն ծառայութիւններ: Ձանգահարեք _____ (TTY: _____).

Русский (Russian)

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните _____ (TTY: _____).

فارسی (Farsi)

توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با (TTY:) تماس بگیرید.

日本語 (Japanese)

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。
(TTY:)まで、お電話にてご連絡ください。

Hmoob (Hmong)

LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Hu rau (TTY:).

ਪੰਜਾਬੀ (Punjabi)

ਧਿਆਨ ਦਿਓ: ਜੇ ਤੁਸੀਂ ਪੰਜਾਬੀ ਬੋਲਦੇ ਹੋ, ਤਾਂ ਭਾਸ਼ਾ ਵਿੱਚ ਸਹਾਇਤਾ ਸੇਵਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਧ ਹੈ।
(TTY:) 'ਤੇ ਕਾਲ ਕਰੋ।

العربية (Arabic)

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم (رقم هاتف الصم والبكم:)

हिंदी (Hindi)

ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं।
(TTY:) पर कॉल करें।

ภาษาไทย (Thai)

เรียน: หากคุณพูดภาษาไทยคุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร
(TTY:).

ខ្មែរ (Cambodian)

ប្រយ័ត្ន: អ ស៊ើ ឱនជាអ្នកនិយាយ ភាសាខ្មែរ , រសវាជំនួយមននកភាសា រោយមិនគិត ្នន
គឺអាចមានសំរាប់ អុំ អុំ អុំ ឱន ក្នុង ្នន (TTY:)។

ພາສາລາວ (Lao)

ໂປດຊາບ: ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ,
ໂດຍບໍ່ເສັຽຄ່າ, ແມ່ນມີພ້ອມໃຫ້ທ່ານ. ໂທ (TTY:).

COUNTY OF EL DORADO

HEALTH & HUMAN SERVICES

Don Semon
Director

3057 Briw Road, Suite B
Placerville, CA 95667
530-642-7300 Phone / 530-626-7734 Fax

3368 Lake Tahoe Boulevard, Suite 100
South Lake Tahoe, CA 96150
530-573-3200 Phone / 530-541-6736 Fax



BOARD OF SUPERVISORS

JOHN HIDAHL
District I
SHIVA FRENTZEN
District II
BRIAN K. VEERKAMP
District III
LORI PARLIN
District IV
SUE NOVASEL
District V

Exhibit D

Health and Human Services Agency Confidentiality Statement

I understand that in connection with my position as a Parent Partner or Youth Peer Advocate with County of El Dorado Health and Human Services Agency, I may have access to confidential information. I understand that the confidentiality of this information is protected by law and that any breach of confidentiality is a misdemeanor punishable by up to six months in jail, or by a fine of \$500, or both.

In signing this document, I certify that I will not give information to unauthorized persons and to do so would be serious violation of my responsibility. I understand the conditions of confidentiality and will comply with Health and Human Services Agency policies with regard to client information.

Signature

Date

Printed Name

Stanford Youth Solutions

(Organization Employing Parent Partner or Youth Peer Advocate)

Exhibit E

Peer Partners MHSa Year-End Progress Report (Fiscal Year)

Program/Services Implementation – Prevention and Early Intervention (PEI)

Please provide the following information for this reporting period:

- 1) Briefly report on how implementation of the Peer Partner project is progressing (e.g., whether implementation activities are proceeding on target and as described in the County's MHSa Plan), and any major accomplishments and challenges.
- 2) Briefly report on how the Peer Partner project has improved the overall mental health of clients and their families, and how the Peer Partner project has addressed the negative outcomes that result from untreated mental illness (suicide, incarceration, unemployment, homelessness, prolonged suffering, school failure or dropout, and removal of children from home).
- 3) Provide a brief narrative description of progress in providing services through the Peer Partner project to unserved and underserved populations.
- 4) Provide a brief narrative description of how the Peer Partner services are provided in a culturally and linguistically competent manner, including activities to reduce racial/ethnic disparities.
- 5) Provide a brief description of activities performed related to local and county-wide collaboration, outreach, access/linkages to medically necessary care, stigma reduction and discrimination reduction.
- 6) Provide the outcomes measures of the services provided and of customer satisfaction surveys. Outcome measures for the Peer Partner project are:
 - Measurement 1: Unduplicated numbers of individuals served, including demographic data.
 - Measurement 2: The number of referrals to treatment, the kind of treatment to which person was referred.
 - Measurement 3: The number of persons who followed through on the referral and engaged in treatment, defined as the number of individuals who participated at least once in the Program to which the person was referred.
 - Measurement 4: If known, the average duration of untreated mental illness for individuals who have not previously received treatment.
 - Measurement 5: Average interval between the referral and engagement in treatment, defined as participating at least once in the treatment to which referred.
 - Measurement 6: Completion of Quarterly and Year End Reports.
 - Measurement 7: Implementation challenges, successes, lessons learned, and relevant examples.
 - Measurement 8: Any other outcomes and indicators identified.

Exhibit E

- 7) Provide total project expenditures and the type and dollar amount of leveraged resources and/or in-kind contributions.
- 8) Provide any additional relevant information.

Exhibit F

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”).

R E C I T A L S

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, 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 known, 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.