

FIRST AMENDMENT

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "First Amended Contract") to the Agreement for Services of Independent Contractor, number **BC 10-063**, by and between the **County of Santa Barbara** (County) and **Echo Consulting Services of California, Inc.** (Contractor), for the continued provision of ShareCare Support and Maintenance Services.

Whereas, in August 2009, Contractor and County entered into a Support and Maintenance Agreement to provide for support and maintenance services for the ShareCare Software system for the period of August 2009 through June 2012;

Whereas, County intends to extend the term of the existing contract through Fiscal Year 14-15 and to compensate Contractor for the services to be provided during that period; and

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in August 2009, except as modified by this First Amended Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

I. Delete Section 1, Designated Representative, from the Agreement and replace with the following:

1. **DESIGNATED REPRESENTATIVE:** Assistant Director – Administration (telephone 805.681.5220) is the representative of County and will administer this Agreement for and on behalf of County. Debbie Angelico (telephone number 603.447.8600 x1264) is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

II. Delete Section 2, Notices, from the Agreement and replace with the following:

2. **NOTICES.** Whenever it shall become necessary for either party to serve notice on the other respecting the Agreement, such notice shall be in writing and shall be served by Registered or Certified Mail, Return Receipt Requested, addressed as follows:

A. To County:

Director
Santa Barbara County
Alcohol, Drug, and Mental Health Services
300 N. San Antonio Road, Bldg. 3
Santa Barbara, CA 93110

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To Contractor: Debbie Angelico, Chief Financial Officer
Echo Consulting Services of California, Inc.
1814 Franklin Street, Suite 1000
Oakland, CA 94612

With a copy to:

Fasi Siddiqui, President
Echo Consulting Services of California, Inc.
1814 Franklin St. Suite 1000
Oakland, CA 94612

B. Any such notice so mailed shall be deemed to have been served upon and received by the addressee five (5) days after deposit in the mail. Either party shall have the right to change the place or person to whom notice is to be sent by giving written notice to the other party of the change.

III. Delete Section 4, Term, from Agreement and replace with the following:

4. **TERM.** Contractor shall commence performance on July 1, 2012, and end performance upon completion, but no later than June 30, 2015, unless otherwise directed by County or unless earlier terminated.

IV. Delete Section 18.C.2, Termination for Rejection of Deliverables, from Agreement.

V. Delete Section 18.D, By Contractor, from Agreement, and replace with the following:

D. **By Contractor.** Contractor may, upon thirty (30) days written notice to County, terminate this Agreement in whole or in part at any time, whether for Contractor's convenience or because of the failure of County to fulfill the obligations herein.

VI. Delete Exhibit A, Statement of Work, and replace with the following:

Exhibit A Statement of Work

Terms by which Contractor will provide Support and Maintenance Services to County.

1. **SOFTWARE PRODUCTS COVERED.** The following Software products (hereafter "Software") as provided for in System Agreement BC 06-129 dated June 10, 2006 are covered under this agreement.

- A. ShareCare;
- B. Managed Care Option (MCO);
- C. Clinician's Gateway Interface;

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D. Crystal Reports (or Substitute).

2. SUPPORT.

A. **Support Hours.** For purposes of this Agreement, Support Hours are categorized as follows:

- i. Contractor's Standard Support Hours are Monday through Friday from 8:00 AM to 5:00 PM Pacific Time excluding Contractor Holidays, as set forth below.
- ii. Off-Hours Support is defined as time outside of Contractor's Standard Support hours described in Section 2.A.i.
- iii. Standby/On Call Support is defined as time outside Standard Support hours, during which County and Contractor staff have pre-arranged a time for Contractor to provide assistance to County.

iv. **Contractor Holidays.**

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day (actual day)
Presidents Day	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
Fourth of July	Christmas and Christmas Eve after 12 PM
Labor Day	

B. **Response Time.**

- i. **First Tier Support.** Contractor shall respond within thirty (30) minutes to any call from County that is labeled as "Urgent" and Contractor shall give such Urgent request its highest priority. This response shall consist of Contractor contacting County to report on the status of the error and taking steps to correct the error. For purposes of this agreement, an Error shall be defined as any material failure of the Software to perform in accordance with its documentation, specifications or release notes. First Tier Support issues shall include those which have or may lead to a system failure, delay in claiming for services, adversely affect client care or failure of the System to provide mandated reporting.
- ii. **Second Tier Support.** Contractor shall make a good faith effort to respond to all County telephone or electronic mail requests which do not fall into the First Tier Support category within three (3) hours during Contractor's Standard Support Hours. Contractor shall respond to all such Second Tier Support requests no later than one (1) business day from receipt of the request.
- iii. Outside of Contractor's Standard Support Hours, the County may submit requests for support via voice message at the Contractor support line. County

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may also submit requests for support via electronic mail twenty-four (24) hours per day, seven (7) days per week. Contractor shall respond to County's requests within the timeframe described in Section 2.B.i, First Tier Support, and 2.B.ii, Second Tier Support.

C. Telephone Support. Contractor shall provide telephone support services that will include assistance either via telephone or the use of online diagnostic tools related to routine questions regarding use of the products, assistance in identifying and verifying the causes of suspected Errors or malfunctions in the products, advice on detours for identified Errors or malfunctions, where reasonably available, and advice on the best means for correcting operator error.

- i. **Included Telephone Support.** Contractor shall provide telephone support, free of charge, to County in the following circumstances:
 - a. Resulting from any failure of the Software to operate without Operating System Errors or compiler errors.
 - b. Resulting from the installation process of Software and/or Software updates.
 - c. Concerning the Errors resulting from appropriate operation and use of the Software.
 - d. Failure of Software to interface with third party products, including, but not limited to, Cold Fusion™, Crystal Reports™, SQL, Java, VMS, rdb, dBASE™, INFORMIX™, Clipper™, COBOL, Oracle, and BASIC™.
 - e. Including "how to" type questions.
- ii. **Telephone Support Exclusions.** Contractor's provision of telephone support, free of charge, to County excludes any problems arising from:
 - a. Products not listed in Section 1, Software Products Covered.
 - b. County failure to back-up data files routinely and systematically following significant data entry and/or editing.
 - c. System administration performed by the County as it relates to the operating environment.
 - d. Implementation or training services, other than as described in Section 4, Training, or the development of new programs by County.
 - e. Correction of County operator error.
 - f. Malfunctions in third party products including, but not limited to, Cold Fusion™, Crystal Reports™, SQL, Java, VMS, rdb, dBASE™, INFORMIX™, Clipper™, COBOL, Oracle, and BASIC™.
 - g. Modifications to Software by persons other than Contractor personnel.

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- h. Hardware malfunctions, e.g. Web server, Crystal Reports server, and SQL server.
 - i. County operating system, telecommunications and/or hardware products.
- iii. **Billable Telephone Consultations.** Contractor shall notify County caller when the nature of what was initiated as a free telephone support call becomes a billable consultation call. County shall provide a list of representatives authorized to incur billable consultations on behalf of County. Notation will be made of the time the consultation rates begin, and notation will be made on the total time spent on the consultation call, as verbally agreed upon by both parties, at the termination of the consultation call. Contractor will not bill for consultation services until it is established that the nature of the call did not fall in part or in full within the scope of free telephone support as described in Section 2.C.i. In the event the nature of the call falls within both the scope of the free telephone support and billable consultation services, the time shall be prorated between the two and the County charged accordingly.
- D. **On-Site Support.** Contractor shall use its best efforts to promptly correct any Errors, as described in Section 2.C, Telephone Support, in the Software and when necessary, develop temporary workarounds until permanent corrections can be effected. If Contractor or County determines that the Error cannot be resolved through telephone consultation (including online diagnostic tools), and determines that resolution is likely by means of an on-site visit, Contractor will dispatch the appropriate technical Staff to County site at negotiated costs. All such On Site Support shall be approved in advance by County Authorized Representative. In the event Contractor dispatches Staff to County site and the issue addressed lies outside the scope of this Agreement, the County will be responsible for Contractor's time and travel expenses as described in Exhibits B and B-1.
- E. **Standby/On-Call and Off-Hours Support Reimbursement.**
- i. Standby/ On-Call, and Off-Hours Support shall be billed at the rates set forth in Exhibit B-1. Support provided during Contractor Holidays shall be billed at the Standby/ On-Call or Off-Hours Support rate as negotiated by Contractor and County, upon completion of a properly executed amendment. All such support will be made available solely by mutual agreement and will be based on the availability of County and Contractor staff resources.
 - ii. County shall not be responsible to reimburse Contractor for any Support and Maintenance services performed by Contractor support Staff outside Standard Support hours as a result of Software Error.
- F. **Error Correction Timeframe.** In the event a previously unreported Contractor Software Error is reported and Contractor cannot provide a resolution or temporary workaround within three (3) business days, Contractor shall provide County with an estimated completion date and a deadline by which the problem will be corrected within eight (8) business days of the date Error is reported.
- G. **Contact Log.** Contractor shall maintain a log of all support requests received from the County and the status and/or resolution of each request. Contractor will

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provide an electronic report of all maintenance request items and their current status to County on a monthly basis and by request.

3. MAINTENANCE.

A. **Software Updates/Modifications.** Contractor will provide County with updated, enhanced versions of all Software at no additional cost to County. The interval of other updates and new features of updates will be at Contractor's sole discretion, but will include consideration of all County requests, and will be no later than when Contractor makes such updates available to Contractor's other customers receiving support. Updates will include a Readme file that lists all corrections and Enhancements that are part of the update. The cost of third party products required for the System to be operational will not be the responsibility of Contractor.

B. Identifying Changes.

- i. The Parties acknowledge that Contractor was selected, in part because of its expertise, experience, and knowledge concerning applicable Federal, State and/or County laws, regulations, codes, policies, or guidelines that affect the performance of the services and software.
- ii. In keeping with County's reliance on Contractor's knowledge, experience, and expertise, Contractor will be responsible for identifying changes in applicable Federal or State legislative enactments and regulations and the impact of such changes on the performance of the Software or services or County's use of the Software or services. Contractor must timely notify County of such changes and must work with County to identify the impact of such changes on how County uses the Software or services. If Contractor provides a written request for assistance from County, County will cooperate with Contractor to obtain clarification/interpretation from the State regarding required changes.
- iii. Notwithstanding the provisions described in Section 3.B.ii, in the ordinary course of business, if County becomes aware of any material changes in applicable law, regulation, codes, policy, or guidelines affecting the Agreement, County will promptly notify Contractor of the changes.

C. **Government Mandates.** The parties acknowledge that government programs supported by this Agreement will be subject to continuous change during the term of this Agreement. Except as provided in this Section 3, Contractor has provided for or will provide for adequate resources, to reasonably research, discover, implement, and accommodate such changes during the term. Contractor shall maintain Software so that it remains in compliance with applicable State and Federal rules, regulations, and statutes, the Federal Medicare and Medicaid Programs, and State of California mandates included in rules, regulations and statutes of the California Department of Health Care Services, and the California Office of Statewide Health Planning and Development.

- i. That portion of the Federal mandates, which is not modified or interpreted by State or third party, shall be performed by Contractor at Contractor's sole expense.

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- ii. For other State-mandated requirements, County will reimburse Contractor for the cost of development at the rates set forth in Exhibit B-1. County shall be responsible for a share of the cost of development proportionate to the number of Counties using the Software, up to a maximum of 15% or \$35,000, whichever is lower, per fiscal year. If the development period for a given State-mandated compliance requirement extends beyond one fiscal year, County shall not be required to reimburse Contractor more than the 15% or \$35,000 fiscal year maximum.
 - iii. **State-Mandate Timeframe.** Contractor shall provide County with an estimated completion date for such Software updates within 14 days of the release of State mandated requirements. Contractor shall complete all necessary updates or services, including testing, that are required to make Software compliant by the date the State-mandated requirement becomes effective. The date the State-mandated requirement becomes effective shall be defined as the first date of required submission and/or collection of new data elements, whichever comes first. Should Contractor be unable to bring the Software into compliance by the date the State mandate requirement becomes effective, Contractor shall provide to County a justification for the delay, an estimated date of completion, and be subject to withholding and/or reduction of payment, as described in Exhibit B, Section 4, Penalties.
- D. **Update Shipment.** Shipment of updates, corrections, or other software by Contractor will be by electronic submission except by prior arrangement with County to utilize the next lowest cost carrier. Request by County for faster shipment will result in the difference of the shipping cost utilizing the lowest cost carrier to the shipping cost utilizing a faster carrier being borne by County.
- E. **County-Specific Enhancements.** County may, at its discretion, engage Contractor to provide consulting services or other County-specific enhancements, to be provided at the rates described in Exhibit B-1 or as negotiated between County and Contractor. Any work shall commence only upon execution of a proper contract.
- F. **Compatibility.** Contractor shall ensure the Software is compatible with no more than three (3) versions of third party software products required for the operations of Software. Contractor will publish a schedule for the retirement of versions and release of new versions for County planning purposes. Any related costs to maintain compatibility will be the sole responsibility of Contractor.
- G. **Electronic Data Interchange (EDI).** Contractor will provide EDI network Support and Maintenance. The EDI network will link County to external services. The EDI network fee and Electronic Data Services Maintenance fees are included in the quarterly maintenance charges set forth in Exhibit B-1.
4. **TRAINING.** County may at its discretion ask Contractor to provide onsite or over the phone training at a mutually agreeable time, at a cost negotiated between Contractor and County. Any such training shall commence only upon execution of a proper amendment.

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5. **INFRASTRUCTURE RESPONSIBILITY.** County agrees to assume responsibility for procuring, installing and maintaining all Equipment, telephone lines, communications interfaces and other hardware necessary for Contractor to provide modem and telephone support. County must have a 56K dedicated digital line and/or other mutually agreed upon data connection and will provide Contractor with a County e-mail address.
6. **POSSESSION OF SOURCE CODE.**
- A. At any time during the term of this Agreement, Contractor shall provide to County a copy of all ShareCare source code and technical documentation under the following conditions:
- i. Declaration of bankruptcy by Contractor.
 - ii. Contractor ceases to support ShareCare product.
 - iii. Contractor fails to correct ShareCare Errors classified as First Tier issues, described in Section 2.B.1 of this Exhibit A, within three (3) Correction Cycles. A correction cycle begins with County notification to Contractor's Designated Representative that County is invoking the "Correction Cycle." Contractor will have thirty (30) days to correct the Error. County shall have thirty (30) days following installation of corrections to notify Contractor of additional problems.
- B. Contractor will provide County with a complete copy of ShareCare source code and technical documentation as soon as practicable but no later than ninety (90) days from receipt of County's written request. County will pay Contractor the actual and reasonable cost of media and reproduction for ShareCare source code.
- C. Contractor shall provide such source code in an electronic or other media format acceptable to County.
- D. Contractor shall allow County access to Contractor's proprietary source code using the process described in Section 6.B and C. At its option and expense, County may request that the completeness and accuracy of any such source code and/or associated technical documentation be verified. Such verification will be conducted by, upon at least ten business days' prior notice to Contractor, a representative from the County, after full disclosure to Contractor of information reasonably requested by Contractor about such representative. Unless otherwise agreed in writing by Contractor and County, verification will be performed on-site at Contractor's premises, utilizing Contractor's equipment and Software, at a time reasonably acceptable to Contractor. Contractor shall make technical and support personnel available as reasonably necessary for the verification. In the event the source code and/or associated technical documentation is not accurate or complete, Contractor shall promptly correct such inaccuracies within 10 days.
- E. County may use, modify and reproduce the source code only for the purpose of maintaining County's internal ShareCare installation, and not for any other purpose. Without limiting the foregoing, County shall not use the source code to modify or maintain the ShareCare Software or any other software program for any other entity, or to create new software programs or functions.

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F. County shall maintain the secrecy of the source code and shall not disclose it to anyone outside of the County. However, County may allow a third party access to the source code for the purpose of maintaining County's internal ShareCare installation, as long as the third party signs an agreement protecting the confidentiality of the source code.

G. County may enter into a third party escrow agreement with an outside entity and Echo for deposit of the source code.

VII. Delete Exhibit A-1, Definitions, in its entirety.

VIII. Delete Exhibit B, Payment Arrangements and Schedule of Rates, and replace with the following:

EXHIBIT B

PAYMENT ARRANGEMENTS

1. **Maximum Contract Amount.** For Support and Maintenance Services rendered under this Agreement, Contractor shall be paid a Maximum Contract Amount not to exceed **\$509,878**, as described in Exhibit B-1. The Maximum Contract Amount shall be inclusive of Support and Maintenance Fees in an amount not to exceed \$404,878 and Contingency Fund in an amount not to exceed \$105,000, which shall only be available to reimburse Contractor for County's share of the cost of development of State Mandated Updates described in Exhibit A, Section 3.C.
2. **Invoices.** Contractor shall submit invoices to County that identify the fees and reimbursable expenses in connection with the services provided by Contractor and identifying the specific services provided by Contractor to which the fees apply. If applicable, Contractor will account in such invoices for charges against County's retainer (if any) during such period.
 - A. **Support and Maintenance Fees:** Quarterly, Contractor shall submit to the County-Designated Representative an invoice or certified claim on the County Treasury for the Support and Maintenance Fees for the period specified, as described in Exhibit B-1.
 - B. **Time and Materials Invoices:** Monthly, Contractor shall submit to County-Designated Representative an invoice or certified claim on the County treasury for the service performed over the period specified. The invoice will specify each reimbursable expense by category and state the total number of hours worked by billable labor category. County's representative shall evaluate the quality of the service performed, and if found to be satisfactory, shall initiate payment processing. Payment for services and/or reimbursement of costs shall be made upon Contractor's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A. Payment for services shall be based upon the expenses and hourly rates for personnel, as defined in EXHIBIT B-1 (Schedule of Rates) or as negotiated between Contractor and County. For expenses related to County's share of State Mandated Updates, Contractor shall include the total cost of the Update, based on the rates in Exhibit B-1, or as otherwise agreed, and

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County's portion of those costs, subject to the limitations described in Exhibit A, Section 3.C.

- C. Travel: County will reimburse Contractor for travel expenses, subject to the conditions described in Exhibit A and Contractor's Travel Policy, except as follows:
1. Contractor will provide County with an estimate of travel expenses in advance and obtain prior authorization from County. Travel expenses shall include: airfare or other transportation cost, car rental/mileage, lodging, meals at the rates specified in Exhibit B-1.
 2. County will reimburse Contractor for actual Staff time worked at the rates specified in Exhibit B-1. In no event will County reimburse Contractor for time Contractor Staff spends travelling to County's site from Contractors' location.
 3. Invoices submitted for payment that are based upon Exhibit B-1 must contain sufficient detail and provide supporting documentation to enable an audit of the charges. These invoices or certified claims must cite the assigned BC Number and if found to be satisfactory and within the cost basis of Exhibit B-1, County shall initiate payment processing. County shall pay invoices or claims for satisfactory work within thirty (30) days of approval. Payments shall be made in United States Dollars, by check sent to Contractor at the address specified in Section 2 of the Agreement, Notices, or by wire transfer of funds to an account designated in writing by Contractor.
 4. Penalties. In the event a Software modification published by Echo is determined to impact the functionality of Software such that the Software fails to accurately process the exchange of data between the County and the State for more than 45 days after the month of service, resulting in: i) a financial loss to County; ii) an adverse affect on client care; or iii) failure of the System to meet State or Federal mandated requirements specified in Exhibit A, Section 3.C, County will implement penalties for the period that the System is out of compliance. The minimum penalty shall be a deduction equal to the value of one (1) month's Maintenance and Support Fees, as depicted in Exhibit B-1 and will continue until the Error is resolved to County's satisfaction up to the Maximum Amount during the applicable Fiscal Year as set forth in Exhibits B and B-1. In the case of rejected Medi-Cal claim(s) due to Software Errors, penalties will continue until the claim(s) are accepted by the State. The penalty amount will be deducted from the next quarterly payment.
 5. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or to seek any other legal remedy.
 6. The County-Designated Representative:

Alcohol, Drug and Mental Health Services
Attn: Marianne Garrity, Assistant Director - Administration
300 N. San Antonio Road, Bldg. 3
Santa Barbara, CA 93110
 7. Overpayments to Contractor. Contractor shall promptly, but in all cases within thirty (30) days, pay to County the full amount of any erroneous payment or overpayment

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upon Notice of an erroneous payment or overpayment to which Contractor and County mutually agree Contractor is not entitled.

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IX. Delete Exhibit B-1, Schedule of Rates and Contract Maximum, and replace with the attached.

**EXHIBIT B-1
SCHEDULE OF FEES**

July 1, 2012 – June 30, 2015

Support and Maintenance Fees

80 Concurrent ShareCare Administrative/Fiscal Licenses
200 Concurrent ShareCare Clinical Licenses
16 Concurrent MCO Module Licenses

Quarter	Period	Due	Amount Due			Contract Maximum
			FY 12-13	FY 13-14	FY 14-15	
Qtr 1	Jul. 1 to Sep. 30	Jul. 31	\$ 30,000	\$ 35,000	\$ 36,220	
Qtr 2	Oct. 1 to Dec. 31	Sep. 30	\$ 30,000	\$ 35,000	\$ 36,220	
Qtr 3	Jan. 1 to Mar. 31	Dec. 31	\$ 30,000	\$ 35,000	\$ 36,220	
Qtr 4	Apr. 1 to Jun. 30	Mar. 31	\$ 30,000	\$ 35,000	\$ 36,220	
Total SMA Fees FY 12-15			\$ 120,000	\$ 140,000	\$ 144,878	\$404,878
Contingency Fund Maximum Fees						
State Mandated Update Fees			\$35,000	\$35,000	\$35,000	\$105,000
Maximum Contract Amount			\$155,000	\$175,000	\$179,878	\$509,878

Additional Fees

The following fees will apply during the period this Agreement is in effect. Reimbursement for services will be provided only upon execution of a proper Amendment between Contractor and County

Travel Expense Reimbursement

(As described in Exhibit B and Contractor's Travel Reimbursement Policy)

Expense	Rate	Increment
Mileage	IRS Maximum - Currently \$0.555/mile	Mile
Meals	Currently \$66.00	Day

Published Rates for Billable Consultation Services

Service	Rate	Increment
Technical Support (Including EDI/EDS Support and Training)	\$225.00	Hour
Standby/On Call Support	\$50.00	Hour
Data Analysis	\$225.00	Hour
Off-Hours Support	\$337.50	Hour
Custom Enhancement/ Product Development	\$225.00	Hour

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X. Delete Section 3, from Exhibit C, and replace with the following:

3. Damages Disclaimers and Limitations

- a. **County's Disclaimer of Damages.** Except for claims of breach of confidentiality or intellectual property infringement, County shall not be liable, regardless of the form of action, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT for consequential, incidental, indirect, or special damages, including without limitation lost profits and lost business opportunities.
- b. **County's Limitation of Liability.** Except for claims of breach of confidentiality or intellectual property infringement, IN NO EVENT SHALL COUNTY'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS AGREEMENT, regardless of the form of action, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT, EXCEED THE MAXIMUM AMOUNT DURING THE APPLICABLE FISCAL YEAR AS SET FORTH IN EXHIBITS B AND B-1.
- c. **Contractor's Limitation of Liability.** Contractor will not be liable to County to the extent of any loss, damage, or liabilities:
 - i. Caused by the failure of County, another County agency, or a County contractor to perform in connection with this Agreement and such nonperformance prevented Contractor from performing in accordance with this Agreement; or
 - ii. Resulting from Contractor acting prudently in accordance with instructions given by authorized representatives of County or other authorized County agencies.
 - iii. Except for claims of breach of confidentiality or intellectual property infringement, County agrees that Contractor's liability hereunder for damages, regardless of the form of the action, shall not exceed the sum of amounts earned and invoiced under this Agreement up to the Maximum Amount during the applicable Fiscal Year as set forth in Exhibits B and B-1.

IN NO EVENT WILL CONTRACTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOSS OF REVENUES OR LOSS OF PROFITS OR ECONOMIC LOSSES, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE REASONABLY FORESEEABLE, WHETHER IN AN ACTION BASED ON CONTRACT OR TORT.

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- XI. Delete Exhibit BAA, HIPAA Business Associate Agreement, and replace with the attached.

HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

This Business Associate Agreement (“BAA”) supplements and is made a part of the Agreement between COUNTY (referred to herein as “Covered Entity”) and CONTRACTOR (referred to herein as “Business Associate”).

RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (PHI) (defined below).

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA Regulations) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (C.F.R.) and contained in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

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- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

- a. **Permitted Uses.** Business Associate shall not use Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

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- b. **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the Protected Information, to the extent the third party has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].
- c. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Information 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 [42 U.S.C. Section 17935(a)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- d. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** Business Associate shall report to Covered Entity in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and this BAA, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 60 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** Business Associate shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing

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to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by paragraph (c) above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

- g. **Access to Protected Information.** To the extent that the Covered Entity keeps a designated record set then Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within ten (10) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI for Business Associate who is Required to Maintain a Record Set.** If Business Associate is required to maintain a designated record set on behalf of the Covered Entity the Business Associate shall within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of Protected Information, Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an 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 Business Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected

FIRST AMENDMENT

Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information 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. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in Sections 2.b. of this BAA [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

- j. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary of the U.S. Department of Health and Human Services (Secretary) for purposes of determining Business Associate's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. Business Associate shall provide to Covered Entity a copy of any Protected Information that Business Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Notification of Breach.** During the term of the Agreement, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- m. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of the Covered Entity that Business Associate believes constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement within five (5) days of discovery and

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shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- n. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether Business Associate has complied with this BAA; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the Agreement or this BAA, Business Associate shall notify Covered Entity within ten (10) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- a. **Material Breach.** A breach by Business Associate of any provision of this BAA, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall, at the option of Covered Entity, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by Covered Entity, Business Associate shall continue to extend the protections of Section 2 of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If Covered Entity elects

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destruction of the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

4. Certification

To the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA relating to certification of its security practices, Covered Entity or its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this BAA.

5. Amendment to Comply with Law

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Covered Entity may terminate the Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Agreement or this BAA when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. Assistance in Litigation of Administrative Proceedings

Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement or this BAA, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is named adverse party.

7. No Third-Party Beneficiaries

Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and

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their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. Effect on Agreement

Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

9. Entire Agreement of the Parties

This BAA supersedes any and all prior and contemporaneous business associate agreements between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Covered Entity and Business Associate acknowledge that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

10. Interpretation

The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

11. Costs Related to Inappropriate Use, Access or Disclosure of PHI

If Business Associate fails to adhere to any of the privacy, confidentiality, and/or data security provisions set forth in this BAA or if there is a Breach of PHI in Business Associate's possession and, as a result, PHI or any other confidential information is unlawfully accessed, used or disclosed, Business Associate agrees to reimburse Covered Entity for any and all costs, direct or indirect, incurred by Covered Entity associated with any Breach notification obligations. Business Associate also agrees to pay for any and all fines and/or administrative penalties imposed for such unauthorized access, use or disclosure of confidential information or for delayed reporting if it fails to notify the Covered Entity of the Breach as required by this BAA.

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SIGNATURE PAGE

Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Echo Consulting Services of California, Inc..

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by County.

COUNTY OF SANTA BARBARA

By: _____
DOREEN FARR, CHAIR
BOARD OF SUPERVISORS
Date: _____

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy
Date: _____

By: _____
Tax Id No 02-0509855.
Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By _____
Deputy County Counsel
Date: _____

By _____
Deputy

APPROVED AS TO FORM :
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
ANN DETRICK, PH.D.
DIRECTOR

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By _____
Director
Date: _____

By: _____
Date: _____

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CONTRACT SUMMARY PAGE

BC 10-063

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form is not applicable to revenue contracts.

D1. Fiscal Year Multi
 D2. Budget Unit Number 043
 D3. Requisition Number N/A
 D4. Department Name Alcohol, Drug, & Mental Health
 D5. Contact Person Christina Toma
 D6. Telephone (805) 681-4090

K1. Contract Type (*check one*): Personal Service Capital
 K2. Brief Summary of Contract Description/Purpose ShareCare Support and
 K3. Contract Amount \$509878
 K4. Contract Begin Date 7/1/2012
 K5. Original Contract End Date 6/30/2012
 K6. Amendment History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	7/1/2012	509878		509878	6/30/2015	Renew for FY 12-15

B1. Is this a Board Contract? (*Yes/No*) True
 B2. Number of Workers Displaced (*if any*) N/A
 B3. Number of Competitive Bids (*if any*) N/A
 B4. Lowest Bid Amount (*if bid*) N/A
 B5. If Board waived bids, show Agenda Date N/A
 and Agenda Item Number

B6. Boilerplate Contract Text Unaffected? (*Yes / or cite*) Yes
 F1. Encumbrance Transaction Code 1701
 F2. Current Year Encumbrance Amount \$509878
 F3. Fund Number 0044
 F4. Department Number 043
 F5. Division Number (*if applicable*)

F6. Account Number 7510
 F7. Cost Center number (*if applicable*) 2500
 F8. Payment Terms Net 30
 V1. Vendor Numbers (A=Auditor; P=Purchasing) EID A=
 V2. Payee/Contractor Name Echo Consulting Services of
 V3. Mailing Address 1814 Franklin Street, Suite 1000.
 V4. City, State (two-letter) Zip (include +4 if known) Oakland, CA 94612
 V5. Telephone Number 6034478600
 V6. Contractor's Federal Tax ID Number (*EIN or SSN*) 02-0509855
 V7. Contact Person Debbie Angelico Chief Financial
 V8. Workers Comp Insurance Expiration Date 7/1/2012
 V9. Liability Insurance Expiration Date[s] 7/1/2012
 V10. Professional License Number N/A
 V11. Verified by (name of county staff) C. Toma
 V12. Company Type (*Check one*): Individual Sole Proprietorship Partnership Corporation

I certify information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: _____ Authorized Signature: _____