

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and InTelegy Corporation having its principal place of business at PO Box 2578, Danville, CA 94560 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** Eddie Alanis at phone number 805 896-6824 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Vail Dutto at phone number 925 855 6601 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Eddie Alanis, Division Chief  
234 Camino del Remedio  
Santa Barbara, CA 93110

To CONTRACTOR: Vail Dutto, InTelegy  
PO Box 2578  
Danville, CA 94560

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance effective 11/1/07, or upon receiving approval of the Board of Supervisors, whichever is later, and end performance upon completion, but no later than 12/31/08 unless otherwise directed by COUNTY or unless earlier terminated. The County at the end of the original contract term has the option to negotiate a renewal without re-bidding, for a period not to exceed six months. The Director of the Department of Social Services may approve amendments to the proposed contract, provided that any such amendment to the contract is not in variance of ten percent (10%) of the contract's dollar amount and does not exceed a six month extension.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES.** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In accordance with Federal Government Accounting Standards, CONTRACTOR will only seek reimbursement from COUNTY for expenses that are allowable under the provisions of OMB Circular A-87. Additionally, CONTRACTOR is required to have an audit that complies with OMB Circular A-133. Within 60 days of the opinion date, CONTRACTOR will provide COUNTY with a copy of the single audit conducted in accordance with OMB Circular A-133.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. At the end of the notice period, CONTRACTOR shall immediately discontinue all services effected, and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not effect any right or remedy which COUNTY may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter

in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

30. **NONAPPROPRIATION CLAUSE.** In the event that funds are not appropriated, budgeted, or otherwise made available in the consecutive years of this Agreement, then COUNTY shall immediately notify CONTRACTOR of such occurrence and the Agreement may be terminated by COUNTY. Subsequent to the termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

31. **BUSINESS ASSOCIATE.** The County is considered to be a "Hybrid Entity" under the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq. and its implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, ("Privacy Rule and Security Rule"). The Contractor is considered to be a "Business Associate" under the Privacy Rule. Contractor must also comply with the Security Rule as a Business Associate, if under this Agreement, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of title 45 of the Code of Federal Regulations.

The County and Contractor acknowledge that HIPAA mandates them to enter into a business associate agreement in order to safeguard protected health information that may be accessed during the performance of this Agreement. The parties agree to the terms and conditions set forth in Exhibit E - HIPAA Business Associate Agreement.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and InTelegy Corporation.

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

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

CONTRACTOR

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

By: \_\_\_\_\_  
SocSec or TaxID Number: \_\_\_\_\_

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

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

By: \_\_\_\_\_  
Deputy County Counsel

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

APPROVED AS TO FORM:  
RISK MANAGEMENT

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

**EXHIBIT A**  
**STATEMENT OF WORK**

**I. Purpose/Term:**

The purpose of this agreement is for Contractor to provide consulting, training, and project management services in support of the County's goal of implementing a Medi-Cal and Food Stamp Benefits Service Center equipped with state of the art call center processes and technologies.

The term of this agreement is from 11/1/07 or the date of receiving approval of the Board of Supervisors, whichever is later, through 12/31/08 unless otherwise directed by County or unless earlier terminated.

**II. Background**

The County wishes to implement a Medi-Cal and Food Stamp Benefits Service Center (BSC) to support business process changes that will maximize resources and improve customer service.

Over time there has been a steady increase in the number of Medi-Cal and Food Stamp recipients, likely the result of a sustained economic downturn, an increasing number of workers in the private sector who are not afforded medical benefits, as well as the successful applicant outreach efforts. To address this increased demand for services, the County continues to explore new client service strategies that maintain a high level of customer service within budget constraints while meeting Medi-Cal and Food Stamp Performance Standards implemented by the State of California.

One such technological advancement is the development of telephone and computer software that allows for the implementation of service centers. Many counties are establishing call centers, or service center, as a way to manage increasing Medi-Cal and Food Stamp caseloads. The County has identified the creation of a Medi-Cal and Food Stamp Benefits Service Center as a strategy that would enable the Medi-Cal and Food Stamp programs to handle increased caseloads, leverage the technological advances with CalWIN and Document Imaging implementation, and maintain a high level of customer service.

In order to design a benefits services center model, the County will enter into an agreement with a vendor selected through a competitive bidding process. The Contractor, in business since 1996, offers the County the experience of designing and building eight (8) California county Medi-Cal and Food Stamp Call/Service Centers since 2003. Contractor is the leading expert in this environment and has proven success in building processes and infrastructure that improves client and employee satisfaction.

**III. Project Summary**

Contractor will provide consulting services for the strategic planning and design of a Medi-Cal and Food Stamp Benefits Service Center. Contractor will guide the design development of the benefits service center by providing project management services and identifying infrastructure needs such as facilities, telecommunications, systems, software, data management, operations workflow, performance management, training planning, and post-launch ongoing operations support. These services will be accomplished via the detailed Contractor Service Description included in Exhibit A1.

The services provided by the contractor will assist the County in attaining their goal of implementing a Medi-Cal and Food Stamp Benefits Services Center equipped with state of the art call center processes and technologies as well as supporting business process changes that will maximize resources and improve customer service.

#### **IV. General Contract Provisions**

- A. Budget Variances – Contractor shall obtain the expressed written consent from the County for any variation in the budget costs by phase, and/or budgeted cost for travel as described in Exhibit B1 Schedule of Fees. Reasonable and necessary changes will be considered, but in no event will the overall budget amount be exceeded without a formal amendment to the contract.
- B. Contractor will obtain prior written approval from County, prior to purchasing any furniture, equipment, EDP hardware or software funded through this contract. Contractor will return to County upon expiration or termination of this contract all furniture, equipment, EDP hardware or software purchased or provided to Contractor under this contract.
- C. Training Materials- County obtains the rights to duplicate the Contractor training materials for use with subsequent client service representative training classes. This right does not extend outside of the County Medi-Cal and Food Stamp Benefits Service Center.

#### **V. Performance Measures**

- A. Performance measures and timeline requirements have been negotiated with Contractor and are set forth in Exhibit A2. Contractor payment will be tied to these deliverables.
- B. County and Contractor may evaluate the effectiveness of the measures established in the statement of work within 90 days of the effective date of this agreement. If necessary to obtain meaningful data about service delivery, the benchmarks may be amended by mutual agreement between the Designated Representatives of this agreement.
- C. For the term of this contract, a maximum amount of \$45,382.50 or 15% of amount invoiced will be withheld from payment. Upon achievement of the agreed upon measures, the corresponding holdback amount will be released to the Contractor. Benchmark performance will be determined in February 2008, May 2008, September 2008, and December 2008. Funds will be withheld from payment as detailed in Exhibit B1 Schedule of Fees. Each measure in a particular phase is worth the same dollar amount. Measures across contract phases may not be worth the same dollar amount. Travel expenses are not subject to holdback provisions.
- D. Performance standards are met by collaboration between Contractor and the County Management Team and committees. Contractor intends to manage this project to meet and/or exceed stated milestones. There are, however, milestones and unexpected circumstances that are out of Contractor's control that can significantly impact the accomplishment of these stated performance measures. Based on this, Contractor has the right to provide County ample written notice of the circumstance that is expected to impact the meeting of these performance measures and associated progress payments. At that point Contractor would expect to work with County to come to agreement on revised timelines and associated milestone payments. If it is mutually agreed between Contractor and County that the milestone delay was beyond Contractor's control then the County will consider paying the milestone payment to the Contractor.





## EXHIBIT A1

### CONTRACTOR SERVICE DESCRIPTION

#### A. **Provide Public Assistance Call Center Expertise**

##### **Project Management**

Contractor will:

- Work with County Leadership Team to confirm the baseline project plan and associated committee workgroups for Service Center Design and Implementation project. Contractor's successful process assumes collaboration and support from many parts of the County organization.

##### **Ongoing Project Management**

Contractor will:

- Provide input and guidance on the utilization of the project plan.
- Maintain responsibility for consolidating and updating ongoing project plans to ensure timely completion of all related tasks.
- Follow up with County and escalate as necessary to ensure completion of tasks on time and on budget.
- Coordinate weekly implementation meetings, ensure the project plan is updated and communicated to all participants.
- Ensure that all sub-committee meetings are conducted and that the dependencies and information flow between subcommittees is communicated.

Based on what has been successful in other county implementations, Contractor has identified committees required for a typical county service center build.

Contractor will:

- Work with the project sponsors to identify committee members and timing and frequency of ongoing committee meetings, which include:
  - Executive Oversight
  - Business Process & Operations (BPO)
  - Service Center Technology
  - Communications
  - Training
  - Facilities

##### **Design and Build Detail**

Contractor will:

- Lead the design and build phase through the work accomplished at the committee level. The specific roles and responsibilities are listed by the committees set forth below.

### **Executive Oversight Committee**

The Executive Oversight committee will be comprised of the executive sponsors, directors and managers from the County. The goal of this committee will be to provide overview and direction to the design and build effort and to identify and provide required resources and budget approval.

Contractor will:

- Lead this group through monthly meetings which will be supported by a detailed review of the progress from each committee and an updated high level timeline.

### **Communications Committee**

The Communications Committee will be responsible for developing internal and external marketing/communication materials to promote the new service center. These materials may include employee newsletters, client mailings, press articles, presentations, facility open house events and more.

Contractor will:

- Participate in this committee providing guidance and examples from other county implementations, and ensuring the appropriate communication is provided to ensure client and employee satisfaction.

### **Facilities Committee**

Contractor will:

- Form a Facilities committee to address the facility requirements specific to the Service Center project. This may include customization of an existing facility or the identification and build out of a new facility to support the new operations.

Contractor will:

- Participate in this committee to provide service center expertise and to relay the requirements to the facility manager, ensuring that the facility designed supports the planned operation.

## **B. Provide Interactive Voice Recognition (IVR)/Phone System Expertise**

### **Service Center Technology Committee**

IVR/Phone System Expertise/ Phone System/IVR Process Customization:

Contractor will:

- Be responsible for creating the customization plan for the IVR phone tree and scripting to support the required workflow processes and Service center operations requirements. This may include a voice selection process to identify the resource for the actual programming of the technology.

### **Technology Implementation**

Contractor will:

- Work with the county IT support team to review the current phone systems and to identify other vendor provided solutions required the service center.
- Work with the IT team on the request for proposal (RFP) process. The Service Center Technology committee will be responsible for the procurement, implementation, customization and/or programming of any technology required to support the service center.
- Work with County on the Document Imaging Project as it relates to the Benefits Service Center implementation.

### **Automatic Call Distribution Procurement and Implementation (ACD)( if required):**

Contractor will:

- Work with the County Department of Information Technologies to solicit bids from the top vendors in each area of technology.
- Participate in the review and vendor selection for the technology purchases.
- Participate in the review and implementation for the ACD technology purchase.

### **IVR/Voice Response Unit (VRU) Programming and Implementation:**

A deliverable from the BPO IVR subcommittee will be a detailed script and call flow diagram for the IVR/VRU technology. The Service Center Technology committee will be responsible for the programming and testing of this technology.

*Reporting:* A deliverable from the BPO Reporting subcommittee will be a detailed reporting plan and requirements for reports from the ACD and phone system and to support case maintenance task management. The Service Center Technology committee will be responsible for developing and delivering these reports.

Contractor will:

- Support this effort by communicating the requirements and working with the technology resources to identify the appropriate reports, programming and testing.

### **Technology Implementation:**

Contractor will:

- Guide the testing of all systems to ensure readiness for the Service Center, and work with vendor and internal IT team to make necessary changes in support of Service Center strategy.

**C. Provide Process Documentation Expertise and Deliverables**

**Business Process and Operations (BPO) Committee**

The Business Process and Operations committee will have the responsibility of building all of the service center processes, reporting and support tools. This committee will be comprised of key managers, supervisors and eligibility staff. This committee will be divided into sub-committees with very specific design and build responsibilities, which will roll up to the high level committee for approval and direction.

**Workflow Subcommittee**

**Workflow Business Processes**

Contractor will:

- Provide templates for the documentation of all work flow processes required for the Service center functions.

County will:

- Write the workflow processes. Special attention will be paid to adapting existing business requirements to the Service center environment.

**Case File Management/Imaging**

Contractor will:

- Document how case files are accessed, used and updated in the service center.

**Contact Flows and Call Guides**

Contractor will:

- Write prototype “map” documents to standardize call and email handling, to ensure consistent opening, response, trouble shooting and close.

County will:

- Provide language and final editing.

**Service Center Operating Procedures**

The workflow committee will document “Day in the Life” guidelines for all Service center representatives. This committee will also document business process regarding staff scheduling and management and workload distribution.

**Call Routing**

Contractor will:

- Develop and deliver the initial call routing table/phone tree and associated scripting.

County will:

- Document business rules for call routing and implementation.

## **FAQ and Job Aides Subcommittee**

### **FAQ's**

Contractor will:

- Structure the documentation of current frequently asked questions and define how new FAQ's will be nominated by representatives, approved and implemented on an ongoing basis. The committee members will provide the questions and answers.

### **Job Aides**

This subcommittee will also identify any other desk top or intranet based job aides required by the eligibility staff to ensure access to all necessary information.

## **Quality Assurance Subcommittee**

The Quality Assurance committee will determine appropriate quality monitoring standards and create performance benchmarks.

Contractor will:

- Deliver customized monitoring forms that assist in managing agent quality, productivity and attendance, based on input and guidance provided by Santa Barbara County. This committee will also identify CalWIN case management processes and related supervisor case review processes required for the operation.

## **Reporting Subcommittee**

Key Metrics Management:

In conjunction with this subcommittee, Contractor will:

- Develop key metrics against which success will be measured in the service center. Service center metrics typically include contact volume, service level, average speed of answer, average contacts per hour, average handle time,. Case Maintenance Metrics will include adherence to state standards, task distribution by team/EW, task "aging" and completion times and more.

Reporting:

Contractor will:

- Create "Key Performance Indicators ("KPI") report templates and distribution schedules. This will include a Dashboard report and a detailed description of reports required from the phone system, CalWIN and any other supporting technologies.

### **Service Center Ongoing Operations:**

Contractor shall work with County's service center clients throughout the first months of the service center operation. Contractor shall provide a consistent and proactive approach to project management to ensure that the service center implementation is smooth, that all plans are executed successfully and that the service center exceeds expectations by the end of the first year.

### **On Site Service Center Deployment:**

Contractor will:

- Continue with the initiatives outlined in the project plan for the implementation of the service center.
- Manage and participate in weekly post launch meetings to ensure adherence to the design and build plan for the service center process and procedures designed in phase II.
- Provide input to prioritize, change and enhance the newly launched service center, collect and analyze feedback on process and technology functions that may require adjustment and ensure adjustments are implemented.
- Provide continued service center expertise through interaction with the service center management team.

**Ongoing Operations:** After the initial training and launch of the service center, it will be critical that the service center management team has a resource to support them as they learn new skills and processes.

Contractor will:

- Be responsible for ensuring adherence to process and the continued process update and enhancement effort.
- Participate in weekly meetings with the service center supervisor and management team to review weekly reports from the service center.
- Review representative productivity metrics.
- Provide input on coaching and counseling for individual representatives.
- Provide feedback on Service center enhancements.
- Provide coaching for Service center supervisors and managers.
- Work side by side with the management team to ensure a transfer of knowledge as they assume their new roles as service center managers.
- Review and update all workflow processes, gaining input from worker representatives and communicating all changes throughout the organization.

#### **D. Provide Training and Curriculum**

##### **Training Committee**

Working with county staff development, program management and supervisor representation, Contractor will:

- Create a comprehensive training agenda to cover all of the aspects of performing the ongoing eligibility duties in a service center environment. This training plan will also

incorporate the logistics required to train the required staff while also maintaining appropriate levels of client service.

**Training Curriculum Development and Training Delivery**

Contractor will:

- Lead the development and delivery of the service center training utilizing Contractor client service skills training curriculum and incorporating extensive customization based on Santa Barbara County's unique requirements.
- Customize the following skills training modules for delivery to the service center staff:

Class	Details
Eligibility Worker Service Center Training	Max 20 participants per class; 2.5 day
Overview of Client Service	
Operations, Goals and Expectations	
Questioning and Listening Skills	
Service Center Workflow Processes	
Service Center Technology	
Handling Difficult Situations	
Time Management	
Stress Management	
Clerical Service Center Training	Max 20 participants per class; 1 day
Service Center Workflow Processes	
Service Center Technology	
Supervisor Development Series	Max 15 participants per class; 2 days
Effective leading and Motivating	
Quality Call Review and Feedback	
Managing by Metrics	
Coaching and Counseling	
Managing Service Center Stress	

**\*\*Train the Trainer:** After completion of the client service representative skills training, assuming that the Santa Barbara County designated trainer is in attendance at all classes, Contractor will conduct a train-the-trainer instruction session to certify the Santa Barbara County trainer to deliver the skill training to subsequent training classes. The train-the-trainer session would include review of all Leader Guides, Classroom role-play and mock training scenarios and certification.



**EXHIBIT A2**

**PERFORMANCE MEASURES AND TIMELINE FOR PERFORMANCE**

TIMELINE	DELIVERABLES & MILESTONES	PERFORMANCE MEASURE	MILESTONE GOAL	TIME OF MEASUREMENT	GOAL REQUIREMENT
	<b>Design and Implementation</b>				
November 2007	<b>Design and Build Kick Off</b> <ul style="list-style-type: none"> <li>o Committee Outline</li> <li>o Project Kick Off presentation</li> <li>o Committee Kick Off presentations</li> <li>o Committee agenda and minutes template</li> </ul>	1. Committee Kick-Off Complete	100% of Committees a Formed and Recurring Schedule Set	Measured 12/07 Holdback Released 2/08	FAILED=Milestone Goal (<100%) ACHIEVED=Milestone Goal (100%)
November 2007 August 2008	<b>Project Management</b> <ul style="list-style-type: none"> <li>o Master project plan</li> <li>o Best practices templates</li> </ul>	2. Completion of Baseline Project Plan	100% of Baseline Plan Completed	Measured 12/07 Holdback Released 2/08	FAILED=Milestone Goal (<100%) ACHIEVED=Milestone Goal (100%)
November 2007 August 2008	Service center Design and Build- Committee Work Operations Manual <ul style="list-style-type: none"> <li>o Organization structure, roles and responsibilities and "in the life" documents</li> <li>o Scheduling and Forecasting Process</li> <li>o Workflow Processes-encompassing every call type and related on and off phone work to be conducted by the case worker</li> <li>o Call Routing and Self Service Process- documented through the IVR scripting and phone tree</li> <li>o Call Flow Processes- to ensure consistent opening, response, trouble-shooting and close of every client call</li> </ul>	3. Workflow Documentation 50% Complete  4. Operations Manual Delivered and approved  5. Project Completed Timely	50% of Workflow Documentation  100% of Workflow Documentation Complete  Launch BSC on or Before 9/2/08	Measured 5/08 Holdback Released 5/08  Measured 7/08 Holdback Released 9/08  Measured 9/08 Holdback Released 9/08	FAILED=Milestone Goal (<50%) ACHIEVED=Milestone Goal (50%)  FAILED=Milestone Goal (<100%) ACHIEVED=Milestone Goal (100%)  FAILED=Milestone Goal (Yes/No) ACHIEVED=Milestone Goal (Yes/ No)

TIMELINE	DELIVERABLES & MILESTONES	PERFORMANCE MEASURE	MILESTONE GOAL	TIME OF MEASUREMENT	GOAL REQUIREMENT
November 2008 August 2008 Cont.	<ul style="list-style-type: none"> <li>o Escalation Process - to address, process, track and ensure timely closure on all unresolved client inquiries</li> <li>o Case File Management: Processes related to monthly quarterly and annual reports and renewals, and how the flow between mail room, clerical and the continuing EV staff is facilitated to ensure timely completion of all tasks</li> <li>o Call Center Operations Processes- covering roles and responsibilities for EW, supervisor and manager employees in the call center</li> <li>o Call Center Quality and Performance Management Processes- including call monitoring and coaching, service level and performance benchmarks</li> </ul> <p>Technology Integration Process and Templates- scripts, phone tree, routing and technology customization templates</p> <p>Training Curriculum and Skills Development Modules- customer service skills training specific to call center work will be customized for Santa Barbara County</p>				
August 2008	<p>Service Center Training Delivery</p> <ul style="list-style-type: none"> <li>o Training curriculum in participant and lead guides</li> <li>o Training plan and agendas</li> </ul>	<p>6. EW Training conducted with trainer evaluation scores of 3.5 or better. (Scale 1-5)</p> <p>7. Clerical Training conducted with trainer evaluation scores of 3.5 or better. (Scale 1-5)</p>	<p>Training Completed with evaluation scores of 3.5 or better (scale 1-5)</p>	<p>Measured 9/08</p> <p>Holdback Released 9/08</p>	<p>FAILED=Milestone Goal (Scores &lt;3.5)</p> <p>ACHIEVED=Milestone Goal (Scores 3.5+)</p>
TIMELINE	DELIVERABLES & MILESTONES	PERFORMANCE MEASURE	MILESTONE GOAL	TIME OF MEASUREMENT	GOAL REQUIREMENT

August 2008 Cont.		8. Supervisor Training conducted with trainer evaluation score of 3.5 or better. (Scale 1-5)  9. Train the Trainer Training conducted with trainer evaluation scores of 3.5 or better. (Scale 1-5)			
August 2008	<b>Ongoing Operations Consulting</b> <ul style="list-style-type: none"> <li>o Revise/review processes post launch</li> <li>o Train management on use of service center reports</li> <li>o Supervisor meeting agenda and facilitation</li> </ul>	10. Service Center Launch and Staff are knowledgeable on how to perform their job in a service center environment	Service Level Targets Met within 60 Days of Launch	Measured 11/08  Holdback Released 12/08	FAILED=Milestone Goal (Yes/No) ACHIEVED=Milestone Goal (Yes/ No)

Note: Please refer to Section V. of the Statement of Work for more details regarding Performance Measures

## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation at Selected Milestones (with attached Schedule of Fees)

A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$334,040.

B. 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, EXHIBIT A1, and EXHIBIT A2** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **EXHIBIT B1** (Schedule of Fees). Invoices submitted for payment that are based upon **EXHIBIT B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation.

C. Based upon the contained schedule in EXHIBIT A1, and A2 for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory and within the cost basis of EXHIBIT B1, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.

Percentage of Total Amount or Maximum Chargeable	Contr Phase	Milestone Description
The value of each milestone is based on 15% of the cost of each phase divided by the number of milestones in each phase.	Design & Build Phase	1. Committee kick-off complete 2. Baseline Project Plan developed 3. Workflow documentation 50% complete 4. Operations manual delivered and approved 5. Project completed timely
	Training Delivery Phase	6. EW Training conducted with trainer evaluation scores of 3.5 or better. (Scale1-5) 7. Clerical Training conducted with trainer evaluation scores of 3.5 or better. (Scale1-5) 8. Supervisor Training conducted with trainer evaluation scores of 3.5 or better. (Scale1-5) 9. Train the Trainer Training conducted with trainer evaluation scores of 3.5 or better. (Scale1-5)
	Service Center Ongoing Operations Phase	10. Service Center staff are knowledgeable on how to perform their job in a service center environment

The final milestone payment above shall not be made until all services have been completed and item(s) as specified in **EXHIBIT A, EXHIBIT A1, and EXHIBIT A2** have been delivered and found to be satisfactory.

D. 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 seek any other legal remedy.

**EXHIBIT B1**

**SCHEDULE OF FEES**

Phase	Detail	FY07/08	FY08/09	Total	Performance Measure/ Deliverable	Holdback Applicable to Monthly Invoicing (15%Billed to Applicable Phase)	Holdback Amount (15% of Total)	Holdback Released (Approximate Date Subject to Completion of Deliverable)
<b>Design and Build Phase</b> Project Management 9 months- 180 hours (approx 20/hrs/month)	\$175/hr	11/07-06/08 \$28,000	7/08-8/08 \$3500	\$31,500		Yes		
Service Center Design and Build Consulting 10 months- 864 hours (approx 86hrs/month)	\$200/hr	11/07-06/08 \$138,200	7/08-8/08 \$34,600	\$172,800		Yes		
Subtotal- Design and Build		\$166,200	\$38,100	\$204,300	1. Committee kick-off complete 2. Baseline Project Plan developed 3. Workflow documentation 50% complete 4. Operations manual delivered and approved 5. Project completed timely	Yes	\$30,645  (204,300x 15%)  \$30,645/5= \$6129/ea)	2/08  2/08  5/08 9/08  9/08
<b>Training Delivery Phase</b> Eligibility Worker (EW) Training Delivery Estimate assumes 4 Training groups for a total of 12 training days	\$3,000/day		\$36,000	\$36,000		Yes		
<b>Phase</b>	<b>Detail</b>	<b>FY07/08</b>	<b>FY08/09</b>	<b>Total</b>	<b>Performance</b>	<b>Holdback</b>	<b>Holdback</b>	<b>Holdback</b>

					Measure/ Deliverable	Applicable to Monthly Invoice (15%Billed to Applicable Phase)	Amount (15% of Total)	Released (Approximate Date Subject to Completion of Phase Deliverable)
Clerical Training-Delivery Estimate assumes 1 class, 1 day/per	\$3,000/day		\$3,000	\$3,000		Yes		
Supervisor Training-Delivery Estimate assumes 1 class, 2 days/per	\$3,750/day		\$7,500	\$7,500		Yes		
Train the Trainer Estimate assumes 1 class, 1 day/per	\$3,750/day		\$3,750	\$3,750		Yes		
Subtotal- Service Center Train			\$50,250	\$50,250	6. EW Training conducted with trainer evaluation scores of 3.5 or better. (Scale1-5) 7. Clerical Training conducted with trainer evaluation scores of 3.5 or better. (Scale1-5) 8. Supervisor Training conducted with trainer evaluation scores of 3.5 or better. (Scale1-5) 9. Train the Trainer Training conducted with trainer evaluation scores of 3.5 or better. (Scale1-5)	Yes	\$7,537.50  (\$50,250x 15%= \$7,537.50/4= 884.375/ea)	9/08  9/08  9/08  9/08
Training Delivery Travel: Travel expenses related to training delivery will be billed at cost to Santa Barbara County			\$4,490	\$4,490		No		
Phase	Detail	FY07/08	FY08/09	Total	Performance Measure/ Deliverable	Holdback Applicable to	Holdback Amount (15%	Holdback Released

						to Monthly Invoice (15%Billed to Applicable Phase)	(15% of Total)	(Approximate Date Subject to Completion of Deliverable)
Consulting Travel - Travel expenses related to onsite consulting will be billed at cost Santa Barbara County		\$21,600	\$5,400	\$27,000		No		
Total Travel Expense				\$31,490		No		
Service Center Ongoing Operations Phase 3 months- 240 hours	\$200/hr		\$48,000	\$48,000	10. Service Center staff are knowledgeable on how to perform their job in a service center environment	Yes	\$7,200  (\$48,000x 15%= \$7,200/1= \$7,200)	12/08
Total		\$187,800	\$146,240	\$334,040				
Total Subject to Holdback							\$45,382.50  (\$334,060- \$31,490 travel expenses)  \$302,550x 15%= \$45,382.50)	

## EXHIBIT C

### STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts NOT requiring professional liability insurance

#### INDEMNIFICATION

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.
2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of



Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

*"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."*

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY'S Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

**EXHIBIT D  
YEAR 2000 DATE CHANGE COMPLIANCE WARRANTY  
FOR GOODS AND SERVICES**

**---- INTENTIONALLY OMITTED ----**

**REMOVED  
March 1, 2004**

**THIS AGREEMENT DOES NOT INCLUDE EXHIBIT D**

## EXHIBIT E

### HIPAA Business Associate Agreement

#### 1. Use and Disclosure of Protected Health Information

Except as otherwise provided in this Exhibit, the Contractor may use or disclose protected health information (“PHI”)<sup>1</sup> to perform functions, activities or services for or on behalf of the County, as specified in the underlying agreement, provided that such use or disclosure does not violate HIPAA or other law. The uses and disclosures of PHI may not exceed the limitations applicable to the County under the regulations except as authorized for management, administrative or legal responsibilities of the Contractor. PHI includes without limitation “Electronic Protected Health Information” (“EPHI”)<sup>2</sup>.

#### 2. Further Disclosure of PHI

The Contractor shall not use or further disclose PHI other than as permitted or required by the underlying Agreement, or as required by law.

#### 3. Safeguarding PHI

The Contractor shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the underlying Agreement. Contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI that Contractor creates, receives, maintains or transmits on behalf of County. The actions taken by the Contractor to safeguard EPHI shall include, but may not be limited to:

- a. Encrypting EPHI that it stores and transmits;
- b. Implementing strong access controls, including physical locks, firewalls, and strong passwords;
- c. Using antivirus software that is upgraded regularly;
- d. Adopting contingency planning policies and procedures, including data backup and disaster recovery plans; and
- e. Conducting periodic security training.

#### 4. Unauthorized Use or Disclosure of PHI

The Contractor shall report to the County any use or disclosure of the PHI not provided for by the underlying Agreement or otherwise in violation of the Privacy Rule or Security Rule. Contractor shall report to County any security incidents within 10 days of becoming aware of such incidents. For purposes of this paragraph, “security incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

#### 5. Agents and Subcontractors of the Business Associate

The Contractor shall ensure that any agent, including a subcontractor, to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, shall comply with the same restrictions and conditions that apply through the underlying Agreement to the Contractor with respect to such information. The Contractor shall ensure that any agent to whom it provides PHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such PHI. Contractor shall not use subcontractors or agents, unless it receives prior written consent from County.

E\_\_\_\_\_

<sup>1</sup> “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or 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 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.

<sup>2</sup> “Electronic Protected Health Information” means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

(Co of SB Std Terms Ver 03-15-05)

## **6. Access to PHI**

At the request of the County, and in the time and manner designated by the County, the Contractor shall provide access to PHI in a Designated Record Set to an Individual or the County to meet the requirements of 45 Code of Federal Regulations section 164.524.

## **7. Amendments to Designated Record Sets**

The Contractor shall make any amendment(s) to PHI in a Designated Record Set that the County directs or at the request of the Individual, and in the time and manner designated by the County in accordance with 45 Code of Federal Regulations section 164.526.

## **8. Documentation of Uses and Disclosures**

The Contractor shall document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by Contractor and its agents or subcontractors for at least six years prior to the request, but not before the compliance date of the Privacy Rule.

## **9. Accounting of Disclosure**

The Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with 45 Code of Federal Regulations section 164.528, to permit the County to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.

## **10. Records Available to Covered Entity and Secretary**

The Contractor shall make available records related to the use, disclosure, security and privacy protection of PHI received from the County, or created or received by the Contractor on behalf of the County, to the County or to the Secretary of the United State Department of Health and Human Services for purposes of investigating or auditing the County's compliance with the HIPAA privacy and security regulations, in the time and manner designated by the County or the Secretary.

## **11. Destruction of PHI**

a. Upon termination of the underlying Agreement for any reason, the Contractor shall:

- (1) Return all PHI received from the County, or created or received by the Contractor on behalf of the County required to be retained by the Privacy Rule; or
- (2) Return or destroy all other PHI received from the County, or created or received by the Contractor on behalf of the County.

This provision also shall apply to PHI in possession of subcontractors or agents of the Contractor. The Contractor, its agents or subcontractors shall retain no copies of the PHI. However, Contractor, its agents or subcontractors shall retain all protected information throughout the term of the underlying Agreement and shall continue to maintain the information required under Section 8 of this Exhibit for a period of six years after termination of the underlying Agreement.

b. In the event the Contractor determines that returning or destroying the PHI is not feasible, the Contractor shall provide the County notification of the conditions that make return or destruction not feasible. If the County agrees that the return of the PHI is not feasible, the Contractor shall extend the protections of this Exhibit to such PHI and limit further use and disclosures of such PHI for so long as the Contractor, or any of its agents or subcontractors, maintains such PHI.

## **12. Amendments**

*(Co of SB Std Terms Ver 03-15-05)*

The Parties agree to take such action as is necessary to amend the underlying Agreement as necessary for the County to comply with the requirements of the Privacy Rule and its implementing regulations.

**13. Mitigation of Disallowed Uses and Disclosures**

The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor in violation of the requirements of the underlying Agreement or the Privacy Rule.

**14. Termination of Agreement**

The County shall terminate the underlying Agreement upon knowledge of a material breach by the Contractor of which the Contractor fails to cure.

**15. Definitions**

Terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those in the Privacy Rule.

**16. Interpretation**

Any ambiguity in this Exhibit shall be resolved to permit County to comply with the Privacy Rule and Security Rule.

Contract Summary Form: Contract Number : \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

D1. Fiscal Year : FY07/08; FY 08/09  
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 044  
D3. Requisition Number :  
D4. Department Name : Social Services  
D5. Contact Person : Judy Doughty  
D6. Phone : 346-7302

K1. Contract Type (check one):  Personal Service  Capital Project/Construction  
K2. Brief Summary of Contract Description/Purpose :  
K3. Original Contract Amount : \$334,040  
K4. Contract Begin Date : 11/1/07  
K5. Original Contract End Date : 12/31/08  
K6. Amendment History (leave blank if no prior amendments):

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndtAmt</u>	<u>CumAmndtToDate</u>	<u>NewTotalAmt</u>	<u>NewEndDate</u>	<u>Purpose (2-4 words)</u>
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K7. Department Project Number : \_\_\_\_\_

B1. Is this a Board Contract? (Yes/No) : Yes  
B2. Number of Workers Displaced (if any): N/A  
B3. Number of Competitive Bids (if any) : 1  
B4. Lowest Bid Amount (if bid) : N/A  
B5. If Board waived bids, show Agenda Date :  
B6. ... and Agenda Item Number : #  
B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) :

F1. Encumbrance Transaction Code : 1701  
F2. Current Year Encumbrance Amount : \$  
F3. Fund Number : 0055  
F4. Department Number : 044  
F5. Division Number (if applicable) : 5810  
F6. Account Number : 7322  
F7. Cost Center number (if applicable) :  
F8. Payment Terms : Net 30

V1. Vendor Numbers (A=uditor; P=urchasing) :  
V2. Payee/Contractor Name : Intelegy Corporation  
V3. Mailing Address : PO Box 2578  
V4. City State (two-letter) Zip (include +4 if known) : Danville, CA 94560  
V5. Telephone Number : 925 855 6601  
V6. Contractor's Federal Tax ID Number (EIN or SSN) : 943248236  
V7. Contact Person : Vail Dutto  
V8. Workers Comp Insurance Expiration Date : N/A  
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) : 8/1/08  
V10. Professional License Number : N/A  
V11. Verified by (name of County staff) : Judy Doughty

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 : \_\_\_\_\_