

PROFESSIONAL SERVICES AGREEMENT

Contractor: Anne M. Taylor
Description: Crisis Intervention Services
Department: Health and Human Services Agency
Division/Program: Behavioral Health Services – Mental Health Program
Cost Coding: Org: 10620010 Obj: 5271 Amount: \$100,000
Agreement Term: July 1, 2016 through June 30, 2018

THIS AGREEMENT is made and entered into by and between Calaveras County (hereinafter referred to as “County”), and Anne M. Taylor (hereinafter referred to as “Contractor”).

WHEREAS, County, through its Health and Human Services Agency – Behavioral Health Services Mental Health Program, is responsible for providing emergency psychiatric evaluation and crisis intervention services per Welfare and Institutions (W&I) Code 5150 and California Code of Regulations, Title 9; and

WHEREAS, County is authorized by Government Code § 31000 to enter into Agreements with persons specially trained, experienced, expert and competent to perform special services; and

WHEREAS, Contractor is qualified to provide emergency psychiatric evaluations and crisis intervention services as specified herewith on behalf of the County and has represented to the County that it has the necessary training, experience, expertise, and competency to provide the services described in this Agreement, and that it will do so in a manner consistent with County’s goals; and

WHEREAS, in the judgment of County, it is necessary and desirable to employ Contractor to perform the described services; and

NOW, THEREFORE, County and Contractor agree as follows:

1. DESCRIPTION OF SERVICES

1.1. Contractor’s Specified Services: Contractor shall provide emergency psychiatric evaluation and crisis intervention services on behalf of the County in accordance with Exhibit A: Scope of Work.

Contractor shall meet with County at periodic intervals for orientation, training, and on-going monitoring at mutually-agreed upon times. Trainings which require annual attendance by Contractor shall be provided by County and shall include, but are not limited to Cultural Competency, Consumer and Family Culture, Compliance, and Law and Ethics.

In the event of any conflict between any provisions of this Agreement and any Exhibit(s) to this Agreement, the provision that requires the highest level of performance from the Contractor for the County's benefit shall prevail.

1.2. Cooperation with County: Contractor shall cooperate with County and County staff in the performance of all work under this Agreement. Contractor shall sign a separate Business Associate Agreement as required by Federal Law for said services provided.

1.3. Performance Standard: Contractor shall perform all work under this Agreement in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor agrees to provide all services under this Agreement in accord with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accord with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Section 7; or (d) pursue any and all other remedies at law or in equity.

When serving as the primary worker, Contractor shall only request coverage or callout from the secondary worker in the event of illness or multiple emergency room responses, without exception. Approval by the Deputy Director of Health and Human Services or designee for callout of the secondary worker is required, without exception.

2. COMPENSATION AND PAYMENT

2.1. Total Compensation: For the services described in Section 1 above, and subject to the condition that the specified task has been completed as set forth in Section 1.3 above, Contractor shall be Contractor shall be paid at the following rates. Contractor may bill in pro-rated 15 minute increments for hourly services.

<u>Description</u>	<u>Rate</u>
Crisis Callout/Response	\$35.00 per hour
Mandatory Meetings and Trainings	\$25.00 per hour
Primary Standby	\$ 5.00 per hour
Secondary Standby	\$ 5.00 per hour
Travel Time	\$17.50 per hour
Travel – Mileage paid at current County Rate	\$ 0.54 per mile

Contractor shall only be in one pay status at any time. Contractor shall claim callout/response and meeting/training rates once they reach the worksite. Voluntary attendance at optional trainings or other activities are unpaid. Attendance at mandatory meetings and trainings shall be at the direction of the Deputy Director of Health and Human Services or designee. Contractor shall be paid for travel time at the current County mileage rate.

The maximum amount of compensation to be paid Contractor for the services described in Section 1 shall not exceed fifty thousand dollars (\$50,000) per County fiscal year (July 1 through June 30), while the total maximum amount payable under this Agreement shall not exceed one hundred thousand dollars (\$100,000) during the two year term.

2.2. Expense Reimbursement: Contractor shall not be entitled to reimbursement for any expenses other than those described in Section 1.

2.3. Overpayment: If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County or at County’s option, permit County to offset the amount of overpayment against future payments owed to Contractor under this Agreement or any other Agreement.

3. TERM

The term of this Agreement shall be from July 1, 2017 through June 30, 2018 unless terminated earlier as set forth in Section 7: Termination and Severability.

4. PAYMENT

4.1. **Invoice:** Contractor shall deliver hospital/crisis paperwork by 8:00 AM on the day following the provision of service. Contractor shall submit Exhibit B: Staff Activity Form (SAF) with written notes and required paperwork attached to an Exhibit C: Invoice for the scheduled provision of services to County twice per month, within 48 hours after scheduled work period, unless there is a two-week period which was not scheduled. Contractor shall provide clear documentation of actual hours worked and shall identify hours during the pay period in which call-out or standby were covered by another crisis worker. Once documentation is approved by County billing staff as complete and accurate, Contractor's invoice shall be submitted to the County Auditor for payment. It is Contractor's sole responsibility to maintain detailed payment information for tax and/or personal purposes. Invoicing shall be consistent with Section 2 above.

4.2. **Payment:** Unless otherwise stated in this Agreement, upon submittal of an invoice as set forth in Section 4.1. above, payment shall be within forty-five (45) days of receipt of Contractor's invoices provided Contractor submits complete invoices and required deliverables. Payment shall only be made upon the satisfactory completion of the services as determined by the County. Contractor shall send all invoices to the following address:

Calaveras Behavioral Health Services

Attention: Mental Health Fiscal Unit

891 Mountain Ranch Road

San Andreas, CA 95249

4.3. **Deliverables:** All deliverables required under this Agreement shall be completed and submitted to the County for the period of time being invoiced, prior to invoice being submitted. Should any required documentation not be received by County prior to Contractor invoicing for services, County shall hold the invoice and not process for payment until such time as required documentation is received.

5. NOTICES

5.1. **Address:** All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective address as follows:

Contractor: Anne M. Taylor

11435 Columbia Village Drive

Sonora, CA 95370

(209) 588-6452

County: Calaveras Health and Human Services Agency

Attention: Director of Health and Human Services

509 East St. Charles Street

San Andreas, CA 95249

(209) 754-6452

Any party may change the address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

5.2. **Effective Date:** All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

6. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The services and compensation received by County and Contractor pursuant to this Agreement are based on the continued receipt of funding for this purpose. In the event that funding is terminated, in whole or in part, for any reason, this Agreement and all obligations of the parties arising from this Agreement may be terminated. County agrees to inform Contractor no later than ten (10) calendar days after receiving notification that funding will be terminated and provide the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by Contractor arising out of performance of this Agreement must be submitted to County within ten (10) calendar days of the final date for which funding is available.

7. TERMINATION AND SEVERABILITY

- 7.1.** At any time, without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving thirty (30) calendar days' notice to Contractor. Effective on the date of termination, County shall have no further liability to Contractor other than for payment of actual costs incurred for services provided under this Agreement prior to the date of termination and not previously paid by County. Payment shall be limited to actual, reasonable, and verifiable costs incurred by Contractor in the performance of services prior to the termination date.
- 7.2.** If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, both Parties shall be relieved of all obligations arising under such provision and the remainder of this Agreement shall not be affected by such declaration or finding and each provision not so affected shall be enforced to the fullest extent permitted by law.

8. INDEMNIFICATION

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to defend and indemnify, hold harmless, and release County, its elected representatives, officers, agents, and employees, from and against any actions, claims, damages, demands, losses, liabilities, disabilities or expenses, defense costs (including reasonable attorney fees), of any kind or nature, that may be asserted by and person or entity, including Contractor, that arise out of, pertain to, or related to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to Contractor's performance or obligations under this Agreement. Contractor's obligations under this section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This Indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Acts.

The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- 9.1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 9.2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 9.3. **Workers’ Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if Contractor provides written verification it has no employees.)**
- 9.4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.
- 9.5. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.
- 9.6. **Other Insurance Provisions:** **The insurance policies are to contain, or be endorsed to contain, the following provisions:**

- 9.6.1. **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 9.6.2. **Primary Coverage:** For any claims related to this Agreement, the Contractor's insurance coverage shall be primary with coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 9.6.3. **Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be cancelled, except with notice to the County.
- 9.6.4. **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 9.6.5. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

9.6.6. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

9.6.7. **Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:

9.6.7.1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

9.6.7.2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

9.6.7.3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

9.6.8. **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9.6.9. **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

9.6.10. **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. RIGHT TO AUDIT, INSPECT AND COPY RECORDS

Contractor agrees to permit County and any authorized State or Federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the services provided by Contractor

under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the documents requested by County within the requested time frame indicated may result in County withholding payments due under this Agreement.

11. CONFIDENTIALITY

Contractor agrees to protect the rights of consumers and shall comply with applicable laws and regulations, including but not limited to California W & I Code § 5328; and 45 Code of Federal Regulations, (C.F.R.) § 205.50; 42 C.F.R. Part 2 and 45 C.F.R. Parts 160 and 164 regarding the confidentiality of patient information.

Contractor shall not use identifying information for any purpose other than carrying out the obligation under this contract. Contractor shall not disclose, except as otherwise specifically permitted by the contract, or authorized by the client/patient, any such identifying information to anyone other than the State without prior written authorization from the State in accordance with State and Federal laws.

For the purposes of the above paragraphs, identifying information shall include, but not be limited to: name, identifying number, symbol, or other identifying particular assigned the individual. Contractor agrees to comply with the provisions of Public Law 104-191, known as The Health Insurance Portability and Accountability Act of 1996 (HIPAA), including Exhibit D: Business Associate Agreement, attached hereto and incorporated herein by this reference.

12. ETHICS AND STANDARDS OF CONDUCT

Contractor agrees to adhere to ethical standards. These standards shall include compliance with state and federal regulations for safeguarding client information. Contractor agrees to written policies and procedures that ensure compliance with ethical standards of conduct.

Every reasonable course of action shall be taken by Contractor in order to maintain the integrity of the expenditure of public funds to avoid favoritism and questionable or improper conduct. Contractor must attest that he or she has not been convicted of fraud or misappropriation of funds.

Furthermore, this Agreement shall be administered in an impartial manner, free from efforts to gain personal, financial, or political gain. Contractor shall not solicit or accept money or any other consideration with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of this Agreement. County, by written notice to Contractor, may terminate this Agreement if it is found that gratuities were offered or given by Contractor with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of this Agreement, provided that the existence of the facts upon which the County makes such findings may be reviewed in any competent court.

In the event this Agreement is terminated as provided in the paragraph above, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by Contractor, and as a predetermined amount of liquidated damages in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three times the cost incurred by County in providing such gratuities to any such officer or employee.

13. CULTURAL COMPETENCY

“Cultural Competence” means a set of congruent practice skills, behaviors, attitudes and policies in a system, agency or among those persons providing services that enables that system, agency or those persons providing services to work effectively in cross-cultural situations. Contractor shall use professional skills, behaviors, attitudes and policies in his/her services that ensure his/her services, or those utilizing his/her services, shall work effectively in a cross cultural environment.

14. SERVICE QUALITY AND IMPROVEMENT

Contractor shall perform these services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by each profession. Contractor shall comply with all applicable Federal, State, and Local laws, ordinances, codes, and regulations in performing its services.

15. NOTIFICATION TO COUNTY

Contractor shall notify County of all unusual or actual incidents (suspected abuse, injuries, deaths, etc.) affecting County clients within twenty-four hours (24) of occurrence and provide County with a copy

of all investigation reports concerning incidents and the disposition of, or corrective action taken to resolve the complaint.

16. NONDISCRIMINATION IN EMPLOYMENT

Contractor shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of Contractor or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability.

17. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

18. LICENSE AND PERMITS

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Calaveras and all other appropriate governmental agencies to provide agreed upon services. Failure to maintain the licenses,

permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County. Contractor shall have in effect and shall maintain appropriate licensure during the term of this Agreement, if applicable.

19. CONFLICT OF INTEREST

- 19.1. Applicable Law:** Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, § 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with § 1090, and Chapter 7 of Title 9 of said Code, commencing with § 87100 including regulations promulgated by the California Fair Political Practices Commission.
- 19.2. Covenant:** Contractor covenants that it 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 Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, Contractor will take reasonable care to ensure that no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.
- 19.3. Notification:** Contractor agrees that if any fact comes to its attention, which raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform County and provide all information needed for resolution of the question.

20. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

21. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the County. If any portion of the services required of Contractor is subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractor(s).

22. STATUS OF CONTRACTOR

22.1. Independent Contractor: It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

22.2. No Agency: It is further understood and agreed by all the parties hereto that (1) except as specifically authorized by this Agreement, neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent; and (2) neither Contractor nor Contractor's assigned personnel shall have any right to bind the County to any obligation whatsoever.

22.3. Taxes: It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

23. AMENDMENT

Notwithstanding any of the provisions of this Agreement, the parties may mutually agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in

writing and signed by the parties hereto. No oral understanding or amendment to said Agreement not incorporated herein shall be binding on any of the parties hereto.

24. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

25. ADDITIONAL PROVISIONS

25.1. No Waiver: Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be or have the legal effect of, a waiver in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

25.2. No Third Party Beneficiaries: Except where specifically stated otherwise in this Agreement, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other person (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any legitimate claim of entitlement with the meaning and rights that phrase has been given by case law.

26. APPLICABLE LAW AND VENUE

In the performance of the services required by this Agreement, Contractor shall take reasonable care to comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California.

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

All parties agree that this Agreement and all documents issued or executed pursuant hereto and the rights and obligations of the parties there under and hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon County unless agreed in writing by County and counsel for County.

Notwithstanding any other provisions of this Agreement, any dispute concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Calaveras County, unless the parties agree otherwise or are otherwise required by law.

Contractor shall adhere to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes, laws, and regulations that pertain to health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Contractor.

27. CAPTIONS

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

28. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the County and Contractor and supersedes all prior negotiations, representations, or Agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS THEREOF the parties hereto execute this Agreement this

_____ day of _____, 2016.

County of Calaveras

Contractor

By _____

By _____

Chair

Anne M. Taylor

Board of Supervisors

Approved as to Legal Form:

Attest:

By _____

By _____

David Sirias, Assistant County Counsel

Clerk to the Board of Supervisors

County of Calaveras

EXHIBIT A: SCOPE OF WORK

Contractor: Anne M. Taylor
Description: Crisis Intervention Services
Department: Health and Human Services Agency
Division/Program: Behavioral Health Services – Mental Health Program
Cost Coding: Org: 10620010 Obj: 5271 Amount: \$100,000
Agreement Term: July 1, 2016 through June 30, 2018

1. SERVICES

Contractor shall provide emergency psychiatric evaluation and crisis intervention services in accordance to the Welfare and Institutions Code 5150 and California Code of Regulations, Title 9 for the treatment of County persons, under the general supervision of the Deputy Director of Health and Human Services or designee (Crisis Coordinator).

2. SCHEDULING

Contractor shall coordinate with the Crisis Coordinator to develop a schedule. Crisis services shall be provided weekdays at 4:00 PM through the following morning at 7:00 AM, or 7:00 AM through 4:00 PM; weekends for 24-hour shifts; and holidays that fall on weekdays. The location for provision of services shall be the Emergency Room of Mark Twain Hospital, or at the Calaveras County Jail.

Contractor shall attend the mental crisis meeting as scheduled by the Crisis Coordinator to assist with treatment planning and team intervention strategies. Contractor shall attend any mandatory training.

Any planned time off shall be arranged at least two weeks in advance of leave, and preferably one month prior to leave.

In the event Contractor becomes unable to perform during a scheduled shift, Contractor shall contact the Crisis Coordinator to arrange shift coverage, notify the phone service, and leave a voice mail or message at (209) 754-6525.

In the event Contractor needs to make changes in the schedule once it has been approved, Contractor shall make arrangements with the Crisis Coordinator, for shift coverage coordination.

Contractor shall immediately notify the Crisis Coordinator in the event they are unable to perform during the scheduled hours agreed upon herein.

3. COORDINATION OF CARE

Daily Activity Logs with crisis narratives, client demographic form (required if client has not previously received services from County), client demographic update form (required if client is currently receiving services from County), and 5150 paperwork attached shall be turned in by 8:00 AM the first work day following a psychiatric evaluation. Documentation shall meet the Department of Health Care Services (DHCS) Medi-Cal standards.

Contractor and County mutually agree to fully communicate and cooperate in the provision of emergency psychiatric evaluation and crisis intervention and may exchange pertinent information as an active member of the treatment team in accordance with state and federal laws and regulations.

Contractor agrees to notify County immediately in the event inappropriate crisis referrals are made or problems arise with regards to the provision of psychiatric evaluations or crisis intervention services.

No personal vehicles shall be used to transport patients and/or clients under the terms of this Agreement. Transportation for a psychiatric hospital admission shall be arranged via ambulance or other appropriate mode of transportation.

EXHIBIT B: DAILY ACTIVITY LOG

Anne M. Taylor

Contractor Name

Date

Callout Services						
Client Name Last, First	Date Of Birth MM/DD/YYYY	Service Time (mins)	Documentation Time (mins)	Service Location	Insurance Coverage	Copy of Card?
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No

I HEREBY CERTIFY that all billed client services on this submission have been provided and are supported with the appropriate and necessary documentation, including assessment and client plans as applicable. Progress notes that reflect accurate time and services have been completed. To the best of my knowledge, services were provided in compliance with the requirements as established by the Calaveras County Mental Health Plan Contract with DHCS.

Contractor Signature

Date

Exhibit C: Invoice

Anne M. Taylor
11435 Columbia Village Drive
Sonora, CA 95370
myphotohabit@gmail.com

INVOICE FOR SERVICES

Service Dates	
From:	
To:	01/07/00

Crisis Response							
Date	Shift Status		Mileage	Travel	Standby	Callout	Total
Saturday, January 00, 1900	<input type="checkbox"/> Primary	<input type="checkbox"/> Secondary					
Sunday, January 01, 1900	<input type="checkbox"/> Primary	<input type="checkbox"/> Secondary					
Monday, January 02, 1900	<input type="checkbox"/> Primary	<input type="checkbox"/> Secondary					
Tuesday, January 03, 1900	<input type="checkbox"/> Primary	<input type="checkbox"/> Secondary					
Wednesday, January 04, 1900	<input type="checkbox"/> Primary	<input type="checkbox"/> Secondary					
Thursday, January 05, 1900	<input type="checkbox"/> Primary	<input type="checkbox"/> Secondary					
Friday, January 06, 1900	<input type="checkbox"/> Primary	<input type="checkbox"/> Secondary					
Saturday, January 07, 1900	<input type="checkbox"/> Primary	<input type="checkbox"/> Secondary					
Total							
Rate			0.540	17.50	5.00	35.00	
Amount							

Mandatory Meetings and Trainings				
Date	Description	Mileage	Travel	Hours
Total				
Rate		0.540	17.50	25.00
Amount				

Summary	
Callout	
Standby	
Travel	
Meetings	
Mileage	

Signature

Date

Total Due

EXHIBIT D: BUSINESS ASSOCIATE AGREEMENT

Contractor: Anne M. Taylor

Description: Crisis Intervention Services

Department: Health and Human Services Agency

Division/Program: Behavioral Health Services – Mental Health Program

Cost Coding: Org: 10620010 Obj: 5271 Amount: \$100,000

Agreement Term: July 1, 2016 through June 30, 2018

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Addendum (“Addendum”) supplements and is made a part of the contract (“Contract”) by and between Calaveras County Behavioral Health Services referred to herein as Covered Entity (“CE”), and Contractor referred to herein as Business Associate (“BA”), for the term of July 1, 2016 through June 30, 2018. This Addendum is effective upon execution of the attached Agreement.

RECITALS

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

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract 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 CE to enter into a contract containing specific requirements with BA 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 Addendum.

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

I. DEFINITIONS

- A. Business Associate** shall mean CONTRACTOR above and 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.
- B. Covered Entity** shall mean Calaveras County Behavioral Health Services and 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.
- C. Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- 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.
- 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 Health Record Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media. It shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921 **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.
- G. Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- H. 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].

- I. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- J. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- K. **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).

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- A. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. Further, BA 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 CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- B. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. BA 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 CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA 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 Addendum and only disclosed as required by law or for the purposes for which is was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it 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.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA 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)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- D. Appropriate Safeguards.** BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract 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)]. BA 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.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, 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.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA 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)]. BA 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.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE 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 BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- H. Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE 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 BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- I. Accounting Rights.** BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE 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 CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of 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 BA 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 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 BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

- J. Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- K. Minimum Necessary.** BA (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)]. BA 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. Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- M. Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Breaches shall be reported to either the Director or the Quality Management Supervisor of the CE. BA 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.

N. Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

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

III. TERMINATION OF CONTRACT RELATED TO BREACHES

A. Material Breach. A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of

the Contract, any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

B. Judicial or Administrative Proceedings. CE may terminate the Contract, effective immediately, if (i) BA 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 BA 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 Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA 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 CE, BA shall continue to extend the protections of Section 2 of this Addendum 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)(l)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

IV. DISCLAIMER

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

V. CERTIFICATION

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

VI. 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 Contract or Addendum 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 CE must receive satisfactory written assurance from BA that BA 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 Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

VII. ASSISTANCE IN LITIGATION OF ADMINISTRATIVE PROCEEDINGS

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, 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 BA or its subcontractor, employee or agent is named adverse party.

VIII. NO THIRD-PARTY BENEFICIARIES

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

IX. EFFECT ON CONTRACT

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

X. INTERPRETATION

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract 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 Addendum 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.