



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Services Agency



DATE: September 16, 2011
BOARD MEETING DATE: September 27, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Beverly Beasley Johnson, J.D., Director, Human Services Agency

SUBJECT: **Executive Summary** Asking the Boards permission to improve Human Services Agency Intake Process through an Agreement with InTelegy Corporation

RECOMMENDATION:

Adopt a Resolution: (1) Requesting the Board's permission to improve the Human Services Agency's intake process by; (2) waiving the Request for Proposals Process; (3) authorizing the president of the Board to execute an Agreement with InTelegy Corporation for the purpose of redesigning the Human Services Agency's intake delivery system for the term of August 1, 2011 to December 31, 2012, in the amount of \$380,530, \$68,495 is Net County Cost; and (4) authorizing the Director of the HSA or the Director's designee to execute amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term of services is/are within the current or revised fiscal provisions.

BACKGROUND:

HSA has experienced an increase in applications. There is currently a 35% increase in applications as compared to prior fiscal years. Due to the continued economic downfall, HSA is expecting the rise in applications to continue for Medi-Cal and aid payment programs. Due to the increase in applications HSA is currently behind in reviewing applications for eligibility and must depend on overtime to keep the backlog at a minimum.

In addition to the increasing number applications and eligible applicants, HSA is tasked with implementing the Low Income Health Program, potential transfer of Healthy Families to Medi-Cal, increased CalFresh outreach and Healthcare Reform. Given the additional tasks and backlog of applications HSA must find a solution that will streamline its processes and result in a more efficient service delivery system, the process used for application intake, eligibility determination and to issue benefits,

DISCUSSION:

San Mateo County will enhance its Economic Self-Sufficiency service delivery model in order to maximize service to San Mateo County’s growing Medi-Cal, CalFresh, General Assistance and CalWORKs populations through a revised intake process.

It is anticipated that with this enhanced service delivery system, HSA will be able to screen a higher number of applications for benefits resulting in an increased number of eligible individuals. Additionally this will significantly reduce the overtime required to keep up with the demand. This delivery system will be rolled out in three phases. Phase I will include the Contractor’s analysis of the intake service system and recommendations for a more efficient system, phase II will include the intake service system design and implementation and phase III will include post launch support. It is anticipated that the new intake system will be fully implemented by January 2013.

This processing of this Agreement has been delayed due to negotiations and determination of what the final product should accomplish

Approval of this Agreement contributes to the Shared Vision 2025 outcome of a Prosperous Community by increasing access to benefits and services within San Mateo County that lead to self-sufficiency. It is anticipated that the percent of applications not being processed within the required time frames will remain at 7% by the end of FY 2011-12 as the new intake delivery system will not be implemented until January of 2013. However, it is anticipated that once the system has been implemented that the number of application not processed timely will decrease to 5% and continue to decrease in future fiscal years.

Performance Measure(s):

Measure	FY 2010-11 Actual	FY 2011-12 Projected	FY 2012-13 Projected
The percent of applications not being processed within the required time frames	7%	*7%	**5%

*It is anticipated that the backlog in cases being reviewed for eligibility will stay the same in FY2011-12 due to the increasing number of applications and require overtime hours to meet the demand. The new intake system will not be implemented until January 2013. ** It is anticipated that after implementation of the new system, overtime hours will be significantly reduced and backlog will decrease.

FISCAL IMPACT:

The term of the Agreement is August 1, 2011 through December 31, 2012. The total obligation of the Agreement is \$380,530. Of this amount, \$312,035 or 82% is reimbursable and will be claimed against both state and federal allocations and \$68,495 or 18% is Net County Cost. Funding for this Agreement is included in the FY 2011-12 tentatively Adopted Budget and will be included in the FY 2012-13 Recommended Budget.



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Services Agency



DATE: September 20, 2011
BOARD MEETING DATE: September 27, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors
FROM: Beverly Beasley Johnson, J.D., Director, Human Services Agency
SUBJECT: Agreement with InTelegy Corporation

RECOMMENDATION:

Adopt a Resolution:

- A. Waiving the Request for Proposals (RFP) process and authorizing the President of the Board to execute an Agreement with InTelegy Corporation for the purpose of redesigning the Human Services Agency's intake delivery system for the term of August 1, 2011 to December 31, 2012, in the amount of \$380,530, \$68,495 is Net County Cost; and
- B. Authorizing the Director of the Human Services Agency (HSA) or the Director's designee to execute amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term of services is/are within the current or revised fiscal provisions.

BACKGROUND:

HSA has approximately 84,000 residents in San Mateo County on Medi-Cal or an aid payment program. Over the last few years HSA has experienced an increase in applications. There is currently a 35% increase in applications as compared to prior fiscal years. Due to the continued economic downfall, HSA is expecting the rise in applications to continue for Medi-Cal and aid payment programs. With the rise of applications, there is also an increase in eligible applicants, putting an extra burden on staff that is already experiencing a heavy workload. Due to the increase in applications HSA is currently behind in reviewing applications for eligibility.

In addition to the increasing number applications and eligible applicants, HSA is tasked with implementing the Low Income Health Program, potential transfer of Healthy Families to Medi-Cal, increased CalFresh outreach and Healthcare Reform. Given the additional tasks and backlog of applications HSA must find a solution that will streamline its processes and result in a more efficient service delivery system, the process used for application intake, eligibility determination and benefit issuance. While HSA is managing

to keep the backlog at a minimum, we continue to use overtime to keep up with the demands.

DISCUSSION:

San Mateo County will enhance its Economic Self-Sufficiency service delivery model in order to maximize service to San Mateo County's growing Medi-Cal, CalFresh, General Assistance and CalWORKs populations through a revised intake process. The enhanced process will create a streamlined application system while increasing the number of channels in which an application can be submitted such as by web, phone and mail in addition to applying at one of HSA's regional offices, thus reducing the number of individuals visiting HSA offices.

It is anticipated that with this enhanced service delivery system, HSA will be able to screen a higher number of applications for benefits resulting in an increased number of eligible individuals. This will also reduce the amount of overtime required. Additionally, the new process will increase management's ability to report and analyze work being performed and closely monitor application processing timeframes. This delivery system will be rolled out in three phases. Phase I will include the Contractor's analysis of the intake service system and recommendations for a more efficient system, phase II will include the intake service system design and implementation and phase III will include post launch support. It is anticipated that the new intake system will be fully implemented by January 2013.

HSA is requesting that the Board of Supervisors waive the RFP process based on Santa Clara County's sole source justification for new business model consulting services (see Attachment A) and based on the Contractor's unique experience of providing similar plans in nine Bay Area Counties. The Contractor's rates have increased since Santa Clara County's justification due to rising costs to do business.

The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits. County Counsel has approved the Agreement and Resolution as to form and Risk Management has approved the Contractor's insurance. This processing of this Agreement has been delayed due to negotiations and determination of what the final product should accomplish.

Approval of this Agreement contributes to the Shared Vision 2025 outcome of a Prosperous Community by increasing access to benefits and services within San Mateo County that lead to self-sufficiency. For FY 2010-11 the County received 4,845 applications for aid of which 7% were not processed on time. It is anticipated that the percent of applications not being processed within the required time frames will remain at 7% through the end of FY 2011-12 as the new intake delivery system will not be implemented until January of 2013. However, it is anticipated that once the system has been implemented that the number of application not processed timely will decrease to 5% and continue to decrease in future fiscal years.

Performance Measure(s):

Measure	FY 2010-11 Actual	FY 2011-12 Projected	FY 2012-13 Projected
The percent of applications not being processed within the required time frames	7%	*7%	**5%

*It is anticipated that the backlog in cases being reviewed for eligibility will stay the same in FY2011-12 due to the increasing number of applications and require overtime hours to meet the demand. The new intake system will not be implemented until January 2013. ** It is anticipated that after implementation of the new system, overtime hours will be significantly reduced and backlog will decrease.

FISCAL IMPACT:

The term of the Agreement is August 1, 2011 through December 31, 2012. The total obligation of the Agreement is \$380,530. Of this amount, \$312,035 or 82% is reimbursable and will be claimed against both state and federal allocations and \$68,495 or 18% is Net County Cost. Funding for this Agreement is included in the FY 2011-12 tentatively Adopted Budget and will be included in the FY 2012-13 Recommended Budget.

Attachment A

Santa Clara County – Sole Source Justification for New Business Model Consulting Services

Project Description: Santa Clara County will change the way SSA delivers service to its clients. There are 4 major phases involved in this transition. They are:

Part 1: Centralized Mail and IDM– scan documents at the point of entry. Centralize scanning of incoming documents at central mail and maintain scanning at the district offices but increase efficiency through enhanced capture software and scanners at the receptions area.

October 2009 – June 2010

Part 2: Centralized Client Contact- Intake Service Center– investigates and documents the strategy to facilitate client contact at the Intake process. The plan will detail the resources and processes required to implement a call center to increase the efficiency of processing an intake application by allowing prospective clients to call and ask questions, discuss eligibility and set an appointment for an eligibility worker. Eligibility workers will staff the intake call center.

May 2010-December 2010 (month 9-16)

Part 3: DEBS Service Center Roll Out to all Programs: Case based program support planning – similar to the intake call center, the case based programs would offer a call center front end to clients. The case based programs are programs that will maintain a caseworker to case relationship vs a banked case (no specific case worker) model. The plan will detail the resources and processes required to implement a call center that will answer questions and facilitate work not requiring an onsite visit between client and caseworker. If an onsite visit is required or the caseworker needs to complete the process, a task will be established in the task management tool (TMT) and an appointment will be set.

January 2010-June 2011 (month 17-22)

Part 4: DEBS Service Center Ongoing Operations– maintain support to ensure transfer of knowledge and the implementation of the new business model processes

July 2011-June 2012 (month 18-34)

Consultant experience and requirements: Santa Clara County requires a consultant with experience in Social Services, Call Center strategy, technology and operations, Imaging , Business Process Design and project management. Ideally the consultant would be local to avoid travel costs and associated time.

The work required of the consultant is :

- Development of a Strategy and Plan to execute the project in phases.
- Onsite consulting to facilitate the county resources to implement the plan.
- Review County work and deliver call center expertise in the design and implementation of the plan.

Sole Source justification: After investigation through speaking with other Social Services Agencies (San Mateo, San Francisco, Sacramento, Tulare), drawing upon industry experts from outside of social services and Santa Clara County satisfaction with the work performed by InTelegy it is our belief that InTelegy is uniquely qualified to implement the consulting services work required.

InTelegy has implemented similar plans in 9 Bay Area Counties (San Mateo, Santa Cruz, San Francisco, Sonoma, Tulare, Sacramento, Santa Barbara County, Contra Costa County, Monterrey) They are Call Center experts with a deep understanding of Social Services, InTelegy has worked closely with the technology infrastructure in Santa Clara County; Filenet, VOIP,IVR, ACD and Task Tracking as well has experience with the technology required for the new business model such as appointment setting software, image capture and multi site disaster recovery requirements. Due to the large amount of work that InTelegy performs with the County organizations, their bill rates have remained low and relatively consistent from county to County.

No other firm that we are able to identify has the unique set of qualifications of InTelegy.

Financial Comparison

The following are bill rate comparisons of InTelegy work with other counties and the rate they charge Santa Clara County.

<u>County</u>	<u>Current Bill Rate</u>
San Francisco	\$200/hour
Santa Cruz	\$200/hour
Riverside	\$225/hour
Sacramento	\$200/hour
Santa Clara	<u>\$180/hour</u>

Bill rates of other local consulting firms:

M Squared	\$220/hour - \$300/hour
Merit Resources	\$250/hour
Accenture	\$200/hour - \$350/hour

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION (A) WAIVING THE REQUEST FOR PROPOSALS (RFP) PROCESS AND AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT WITH INTELEGY CORPORATION FOR THE PURPOSE OF INTAKE SERVICE CENTER CONSULTING FOR THE TERM OF AUGUST 1, 2011 AND DECEMBER 31, 2012 IN THE AMOUNT OF \$380,530, \$68,495 IS NET COUNTY COST; AND (B) AUTHORIZING THE DIRECTOR OF THE HUMAN SERVICES AGENCY (HSA) OR THE DIRECTOR'S DESIGNEE TO EXECUTE AMENDMENTS WHICH MODIFY THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE), AND/OR MODIFY THE CONTRACT TERM AND/OR SERVICES SO LONG AS THE MODIFIED TERM OF SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, HSA has approximately 84,000 residents in San Mateo County on Medi-Cal or an aid payment program and over the last few years Human Services Agency (HSA) has experienced an increase in applications; and

WHEREAS, there is currently a 35% increase in applications as compared to prior fiscal years and due to the continued economic downfall, HSA is expecting the rise in applications to continue for Medi-Cal and aid payment programs; and

WHEREAS, San Mateo County wishes to contract with InTelegy Corporation in the amount of \$380,530 and for the term of August 1, 2011 and December 31, 2012 for the purpose of enhancing its Economic Self-Sufficiency intake service delivery model in order to best serve San Mateo County's growing Medi-Cal, CalFresh, General

Assistance and CalWORKs populations through a revised intake process which will create a streamlined application system while increasing the number of channels in which an application can be submitted such as by web, phone and mail in addition to applying at one of HSA's regional offices; and

WHEREAS, it is anticipated that this enhanced system will reduce the number of individuals visiting HSA offices, increase application processing efficiency and reduce the number of overdue applications; and

WHEREAS, HSA is requesting that the Board of Supervisors waive the RFP process based on Santa Clara County's sole source justification for new business model consulting services and the fact that the Contractor should be considered a sole source based on their unique experience of providing similar plans in nine Bay Area Counties; and

WHEREAS, this Board has been presented with a form of such an Agreement and has examined and approved it as to both form and content and desires to enter into same.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that

A. The RFP process is waived and the President of this Board of Supervisors is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto; and

(B) The Director of the Human Services Agency (HSA) or the Director's designee is hereby authorized execute amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term of services is/are within the current or revised fiscal provisions.

* * * * *

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
INTELEGY CORPORATION**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and InTelegy Corporation, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of Intake Service Center model consulting that will enable the Human Services Agency (HSA) to meet their goals for a Medi-Cal, CalFresh, General Assistance and CalWORKs Intake Service Center model equipped with the state of the art Intake Service Center processes and technology.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Scope of Services
Exhibit B—Payments for Services Rendered
Attachment H—HIPAA Business Associate requirements
Attachment I—§ 504 Compliance
Attachment J — Contractors Declaration Form

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit “B,” Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit “A.”

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County’s total fiscal obligation under this Agreement exceed **three hundred eighty thousand five hundred thirty dollars, [\$380,530].**

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 1, 2011 through December 31, 2012.

This Agreement may be terminated by Contractor, the Human Services Agency Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County’s prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability \$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment “H,” and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment “I,” which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. E. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

- (a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY

makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United State mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

**In the case of County, to: Lorena Gonzalez, Manager
Human Services Agency
2500 Middlefield Road
Redwood City, CA 94063
(650) 599-3887**

**In the case of Contractor, to: Vail Dutto, CEO
InTelegy Corporation
P.O. Box 2578
Danville, CA 94506
(925) 855-6601**

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

InTelegy Corporation

Contractor's Signature

Date: _____

Long Form Agreement/Business Associate v 8/19/08

EXHIBIT A

PROGRAM/PROJECT DESCRIPTION

New Service Delivery Model; Intake Service Center Model

I. SITUATION OVERVIEW

The County of San Mateo Human Services Agency is enhancing its service delivery model in order to best serve San Mateo County's growing Medi-Cal, CalFresh, General Assistance and CalWORKs clients through revised Intake processes. The County of San Mateo has identified key issues which require a new model for conducting business:

- Reducing the high numbers of individuals that visit the Human Services Agency's lobbies to obtain benefits.
- Increase the access to County of San Mateo's offices and increase the penetration rate of eligible individuals on benefits.
- Create a process that will stream line application processing while increasing the number of channels (lobby, web, phone, mail) that clients have to submit applications.
- Increase management's ability to report and analyze work being performed and application processing timeframes.

InTelegy Corporation is proposing to supply the County of San Mateo with Intake Service Center consultants that will enable the Human Services Agency to meet their goals for a Medi-Cal, CalFresh, General Assistance and CalWORKs Intake Service Center model equipped with state-of-the-art Intake Service Center processes and technology. The benefits of working with InTelegy are:

- Ability to leverage InTelegy's core competencies in Intake Service Center services
- InTelegy's significant experience with Medi-Cal, CalFresh and CalWORKs Intake Service Center development. InTelegy has implemented ten County Intake Service Centers within the last seven-year timeframe; including 2 intake Service Centers currently under development.
- By-pass painful learning curves and costly mistakes – utilize InTelegy's proven operations methodology
- Speed of implementation – leverage InTelegy's resources and experience to meet aggressive deadlines

Proposed Solution:

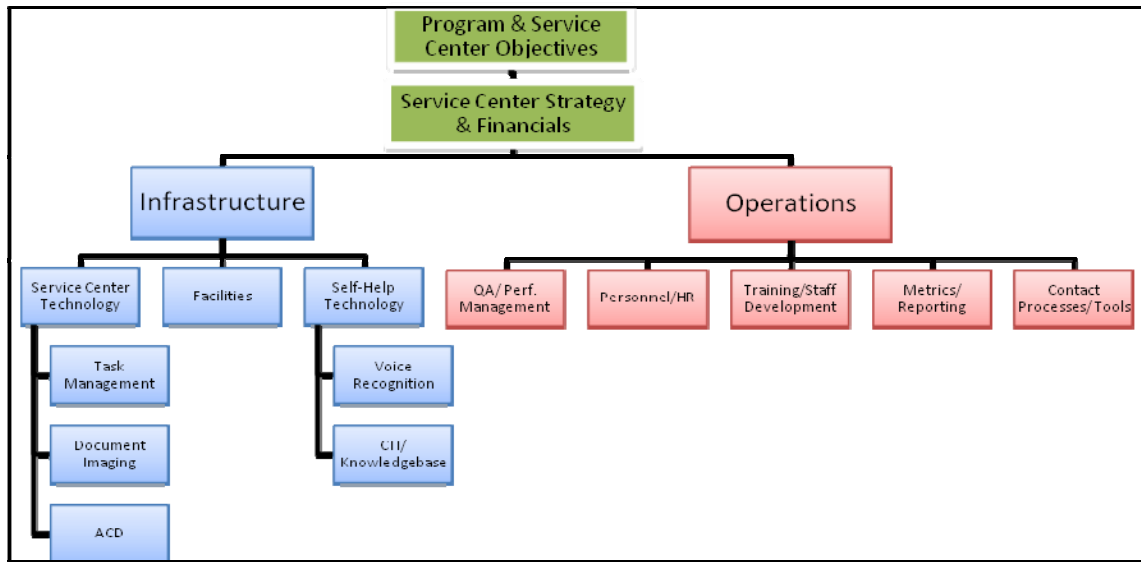
InTelegy proposes to partner with the County of San Mateo Human Services Agency to assess the current operations for Medi-Cal, CalFresh, General Assistance and CalWORKs intake, and to identify areas for immediate and long term improvement in process, efficiencies and effectiveness. InTelegy's key experts in Intake Service Center design and implementation will perform the work outlined in this proposal through a combination of onsite and offsite consultants. In order to leverage experts in specific areas such as Intake Service Center process, technology and training, InTelegy will utilize different consultants at different times while fulfilling the requirements of the following Scope of Work.

II. SCOPE OF WORK

InTelegy's methodology for a new Intake Service Center model is executed in three phases: Phase I- Strategy & Plan, Phase 2-Design & Implementation and Phase 3-Ongoing Operations Management.

Phase I- Strategy & Plan:

In this initial phase, InTelegy senior consultants meet with the County of San Mateo Human Services Agency's management team to review business objectives and define the role of the Intake Service Center model in achieving them. The following areas are examined:



Program & Intake Service Center Objectives:

- Review & define the desired client experience and the role of the Intake Service Center in ensuring the positive experience
- Define Intake Service Center role/integration with other HSA benefit programs
- Review the opportunity and document a recommended phased approach

Intake Service Center Strategy & Financials:

- Document and Analyze application activity and volumes
- Determine / apply service level and Intake Service Center goals
- Benchmark productivity assumptions and goals with other County Intake Service Center models
- Review current and future budget(s), state allocation standards and federal requirements for case management turnaround time
- Create an operating budget/proforma with major milestones and expense associated
- Create a two-year workload volume projections and staffing assumptions. The workload analysis will be conducted using the InTelegy Staff Planning Tool. Through the process of consulting, this tool will be customized for the County of San Mateo and the County will have the opportunity to purchase user licenses for this tool for future use.

Infrastructure:

- Conduct an analysis of the current telecommunications and hardware/software tools available to support an Intake Service Center environment.
- Review the existing facilities and determine if there are additional requirements to support the desired Intake Service Center organization.
- Review the current lobby customer experience.
- Assess the document imaging processes related to the imaging of case documentation for intake and continuing cases.
- Assess the current flow of centralized mail operations and regional office mail and documenting handling operations that support intake and continuing case maintenance.
- Assess the overall functionality and operational integration of Access IVR and CalWIN.

Operations:

- Review current staff and management; define future staffing requirements including job profiles and roles/responsibilities
- Review and estimate time requirements of phone staff, intake staff, and clerical staff to define organization structure and staff requirements by position
- Review all current processes and customer service workflows
- Review language requirements and staff requirements to provide in -language service
- Review current staff development organization and capacity in order to identify training needs to support process and service objectives and transition of case workers to an Intake Service Center environment
- Review current reports and report availability, set key performance metrics and reporting matrices.
- Work with the Human Services Agency's management team to conduct an employee satisfaction survey and a client satisfaction survey and provide analysis and results as a benchmark for future Intake Service Center measurements
 - a. InTelegy Corporation will provide survey questions and templates. The Human Services Agency's management team will be expected to conduct the surveys and collect the results. InTelegy recommends that all eligibility workers from the select programs and at least 20% of the program clients are surveyed during this process.

Phase I Deliverable:

InTelegy's analysis and recommendations will be delivered in a detailed assessment PowerPoint presentation with back-up documentation to include a detailed excel workbook. This document will include:

- Recommendations for a new service delivery model based upon an Intake Service Center model
- Proposed Intake Service Center processes
- Proposed Intake Service Center technology
- Proposed benchmarks to measure progress and results of Intake Service Center
 - Analysis of survey results
 - Benchmarks from other county Intake Service Centers
- Budget and cost estimate milestones
- Productivity and staffing estimates for intake application management
- 2-Year Service Volume and Workload estimates

- Proposed implementation timeline
- Risk Analysis documentation
- Recommendations for the timing of a phased approach for intake operations
- A comprehensive project plan that details the information required functional responsibility and timelines for effective communication and coordination of the Intake Service Center implementation
- Subcommittee charters, roles, and members identified for Phase II Implementation

Phase II- Intake Service Center Design and Implementation:

High Level Milestone and Timeline

Milestone	
Phase I Strategy and Plan	2 months-
Phase II Design and Implement	9 months-
Phase II Design and Build Committee Kick Off	TBD
Committee Work	TBD
Technology Procurement Complete	TBD
Intake Service Center Training	TBD
Intake Service Center Launch #1	TBD in Strategy and Plan
Intake Service Center Launch #2	TBD in Strategy and Plan
Phase III Ongoing Operations	TBD

Note: Results of Phase I Strategy and Plan could impact training schedule and associated fees.

InTelegy is assuming a 9 month Design and implementation time which assumes San Mateo County will assign a decision maker/owner to the project and technology tools are in place. It is feasible to launch the Intake Service Center model earlier based upon findings in Phase I Strategy and Plan.

Project Management

InTelegy Corporation will work with the County of San Mateo’s Leadership Team to develop a project plan and associated committee workgroups for the Intake Service Center Design and Implementation project. InTelegy Corporation’s successful process, now implemented at 10 other counties, assumes collaboration and support from many parts of the HSA organization.

InTelegy Corporation will utilize the baseline project plan developed during the Intake Service Center Strategy phase to start the project. The project kick off effort will include:

Project Management:

InTelegy will provide the Intake Service Center expertise and project management responsibilities for the Intake Service Center build. In this role InTelegy 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 and escalate as necessary to ensure completion of tasks on time and on budget.

- Coordinate weekly implementation meetings, and 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.

The County of San Mateo’s project team members will be responsible for confirming initial project plan dates and assignments and will then be expected to meet specific dates throughout the course of the project. The County of San Mateo’s project team members will be expected to be in attendance at all assigned project plan meetings unless otherwise excused. Completion dates of all project plan items will be closely monitored.

Committee Planning:

Based on what has been successful in other county implementations, InTelegy Corporation has identified committees required for a typical county Intake Service Center build. Starting with these identified committees, InTelegy Corporation will work with the project sponsors to identify committee members and timing and frequency of ongoing committee meetings. Realizing that the County of San Mateo may have limited resources, InTelegy and the County will determine appropriate committees during the Phase I Strategy and Plan.

- 1. Executive Oversight**
- 2. Steering**
- 3. Intake Workflow & Lobby Re-design Process**
- 4. Operations Management**
- 5. Intake Service Center Technology**
- 6. Communications**
- 7. Training**
- 8. Facilities**

Committee Kick Off:

InTelegy Corporation will organize and facilitate a committee kick-off presentation/meeting. This meeting will be conducted using a PowerPoint presentation, summarizing the original Intake Service Center and Imaging Strategy and Plans, and identifying the ongoing roles and responsibilities of the committee members.

At the completion of this kick-off meeting, individual committee kick-off meetings will be scheduled and each committee member will have a full scope overview of the initiatives.

Design and Build Detail

InTelegy Corporation will lead the design and build phase through the work accomplished at the committee level. The specific roles and responsibilities are listed by the following committees:

Executive Oversight

The Executive Oversight committee will be comprised of the executive sponsors, directors and key managers from San Mateo 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. InTelegy

Corporation 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.

Steering

The Steering committee will be comprised of the committee leads from each of the design and build committees. The goal of this committee will be to provide direction to design and build effort and to identify allow sharing between the individual committees. InTelegy Corporation will lead this group through twice monthly meetings, which will be supported by a detailed review of the progress from each committee and an updated high level timeline.

Intake Workflow & Lobby Re-design Process

The Intake workflow and Lobby re-design committee will have the responsibility of building all of the Intake Service Center processes for intake operations. This committee will be comprised of key managers, supervisors and eligibility staff whose responsibility will be to develop the following:

- Call Handling processes related to clients calling for program information and to apply
- Application processing
- Interview scheduling and completion
- Lobby check in and self-help options
- Online application processing/Benefits CalWIN

Operations Management Committee:

This committee will define the role and responsibilities of the staff in an Intake Service Center environment and the tools, reports and management process requirements for operating in an Intake Service Center environment.

Productivity Management Reports:

- Key Metrics Management: will develop key metrics against which success will be measured in an Intake Service Center model. Intake Service Center metrics typically include contact volume, service level, average speed of answer, email response time; average contacts per hour, average handle time. Intake/Application Processing Metrics will include adherence to state standards & timelines, task quantities and completion timeframes and more.
- Reporting: InTelegy will create report templates and distribution schedules. This will include a Dashboard report and a detailed description of reports required from the phone system, Task Management, CIV and any other supporting technologies.
- Scheduling and adherence tools and processes will be developed to meet the demands of staffing to fluctuating call and work load volumes.

Management Processes:

- Daily operations procedures and tasks will be re-defined and customized to the needs of San Mateo County. Specific 'day in the life of' documents will reflect the expectations of the manager and Supervisor in their new roles in the Intake Service Center environment.
- Supervisor management plan and tools- a detailed supervisor management plan will be developed to include daily management duties for schedule adherence, individual and team productivity management and quality case and call responsibly. Tools will be developed to

support this process to include Supervisor and EW one:one meeting agendas, unit meeting agendas.

- This committee will determine quality monitoring standards and create performance benchmarks. The committee will deliver customized monitoring forms that assist in managing agent quality, productivity and attendance, based on input and guidance provided by San Mateo County. This committee will also identify CalWIN case maintenance processes and related supervisor task review processes required for the operation.
- Intake Service Center Operating Procedures: This committee will develop the Intake Service Center operating processes including scheduling, roles and responsibilities for staff, hours of operation and any other business process required for the running in an Intake Service Center environment.
- IVR Scripting: This committee will be responsible for creating the customization plan for the IVR phone tree and scripting to support the required workflow processes and Intake Service Center operations requirements. This may include a voice selection process to identify the resource for the actual programming of the technology.

Intake Service Center Technology:

Based upon the requirements determined in the Phase I Strategy and Plan, InTelegy will work with the IT team to develop the requirements and potentially a request for proposal (RFP) to procure and install the required technology. The Intake Service Center Technology committee will be responsible for the procurement, implementation, customization and/or programming of any technology required to support the Intake Service Center.

Automatic Call Distribution Procurement and Implementation (ACD)

- InTelegy will work with the county Department of Information Technologies to solicit bids from the top vendors in each area of technology.
- InTelegy will participate in the review and vendor selection for the technology purchases.

IVR/VRU Programming and Implementation

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

Reporting

- A deliverable from the Operations Management committee will be a detailed reporting plan and requirements for reports from the ACD and phone system and to support case maintenance task management. The Technology committee will be responsible for developing and delivering these reports. InTelegy will support this effort by communicating the requirements and working with the technology resources to identify the appropriate reports, programming and testing.

Task Management System

- The Technology committee will be responsible for assessing the existing task management tool and identifying configuration/customization required to support the intake service center model and the use of this tool at all regional offices.. InTelegy will support this effort by communicating the requirements and working with the technology resources to identify the appropriate tools and interpreting requirements for programming.

Technology Implementation

- The InTelegy consultant will participate the testing of all systems to ensure readiness for the Intake Service Center, and work with vendor and internal IT team to make necessary changes in support of Intake Service Center strategy.

Communications

InTelegy will participate in this committee providing guidance and examples from other county implementations, and ensuring the appropriate communication is provide to ensure client and employee satisfaction.

- The Communications Committee will be responsible for developing internal and external marketing/communication materials to promote the new Intake Service Center model. These materials may include employee newsletter, client mailing, press articles, presentations, facility open house events and more.
- Coordinate a panel of counties with Intake Service Centers to respond to questions from the County of San Mateo employees regarding working in an Intake Service Center environment.
- Plan for and implement ongoing employee satisfaction survey and a client satisfaction survey and provide analysis and results as a benchmark for future Intake Service Center measurements.
- FAQ's: InTelegy 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 and develop any other desk top or intranet based job aides required by the eligibility staff to ensure access to all necessary information.
- Intranet Site: This committee will develop (or modify) an intranet site specific to the Intake Service Center and ensure that all process documentation, frequently asked questions, useful links and any other resource for the Intake Service Center staff, is published and routinely updated.

Training

Working with county staff development, program management and supervisor representation, InTelegy will create a comprehensive training agenda, including skills enhancement, process/workflow overview, operation expectations, stress and time management. The agenda will cover the aspects of performing the ongoing eligibility duties in an Intake 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.

It is assumed that the County of San Mateo personnel working in the Intake Service Center have already received specific training on Medi-Cal and CalFresh policy and procedures. The training is not for new hires.

Training Curriculum Development: InTelegy will lead the development and delivery of the Intake Service Center training utilizing InTelegy's customer service skills training curriculum and incorporating extensive customization based on San Mateo County's unique requirements.

Mock Go-live coordination: InTelegy will work with the training committee and management team to plan for a mock-go-live effort to be scheduled immediately preceding the launch date. This 1 day

(projected) event tests the technology and business processes with scripted, staged phone calls to establish staff and technology readiness.

Facilities

InTelegy will form a Facilities committee to address the facility requirements specific to the Intake 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. InTelegy will participate in this committee to provide Intake Service Center expertise and to relay to the requirements to the facility manager, ensuring that the facility designed supports the planned operation.

Intake Service Center Training Delivery:

The InTelegy training staff will deliver the Intake Service Center training plan developed in Phase II. This scope of work assumes the following class size and time requirements:

Training Class	Class size limits	Days/Class	Staff Assumptions	Total Training Days
Intake Service Center eligibility worker class	Max 25 participants (class must include at least one supervisor)	2.5 days	75	3 classes x 2.5 days each = 7.5 days training
Intake Service Center Clerical	Max 20 participants	2 days	20	1 class x 2 day= 2 days training
Total Days - Clerical and Eligibility				9.5 days
Intake Service Center Supervisor	Max 15 participants	2 days	15	1 class x 2 day= 2 days training
Train the Trainer **	Max 5 participants	1 day	5	1 class x 1 day = 1 day
Total Days - Supervisor and Trainer				3 days

**Train the Trainer: After completion of the customer service representative skills training, assuming that the County of San Mateo designated trainer is in attendance at all classes, InTelegy will conduct a train-the-trainer instruction session to certify the County of San Mateo 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.

- With agreement to this train-the-trainer session, the County of San Mateo obtains the rights to duplicate the InTelegy training for use with subsequent customer service representative training classes. This right does not extend outside the County of San Mateo Human Services Agency.

Phase III- Post Launch Support:

Intake Service Center Post-Launch Support

A differentiator in the InTelegy offering is our process of working with our Intake Service Center clients throughout the first months of the Intake Service Center operation. A consistent and proactive approach to project management will ensure that the Intake Service Center implementation is smooth, that all plans are executed successfully and that the Intake Service Center exceeds expectations by the end of the first year.

- On Site Intake Service Center Deployment: Continuing in the role of Project Leader and onsite Intake Service Center expert, the InTelegy consultants will continue with the initiatives outlined in the project plan for the implementation of the Intake Service Center. In this role the InTelegy consultants will:
 - Manage and participate weekly post launch meetings to ensure adherence to the design and build plan for the Intake Service Center process and procedures designed in Phase II.
 - Provide input to prioritize, change and enhance the newly launched Intake Service Center model, collect and analyze feedback on process and technology functions that may require adjustment and ensure adjustments are implemented
 - Provide continued Intake Service Center expertise through interaction with the Intake Service Center management team.
- Ongoing Operations: After the initial training and launch of the Intake Service Center model, it will be critical that the Intake Service Center management team has a resource to support them as they learn new skills and processes. The InTelegy consultants will be responsible for ensuring adherence to process and the continued process update and enhancement effort. The InTelegy consultant will participate in weekly meetings with the Intake Service Center supervisor and management team to review weekly reports from the Intake Service Center. In this role they will:
 - Review representative productivity metrics
 - Provide input on coaching and counseling for individual representatives
 - Provide feedback on Intake Service Center enhancements
 - Provide coaching for Intake Service Center supervisors and managers
 - Work side by side management team to ensure a transfer of knowledge in their new role as Intake Service Center managers
 - Review and update all workflow processes, gaining input from worker representatives and communicating all changes throughout the organization

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

III. Project Budget

		Total Fees
Phase I: Strategy and Plan		
Aug-Sept		
Strategy and Plan Consulting	\$40,000	\$ 40,000
InTelegy staff planning tool one time user license	\$2,500	\$ 2,500
Phase I travel	\$1,000	\$ 1,000
Total Phase I		\$ 43,500 Ph I
Phase II: Design and Build		
Oct-June 2012		
Onsite/Offsite consulting	9 months- 86 hours/month \$210/hour	\$162,540
Project Management	9 months- 20 hours/month \$210/hr	\$ 37,800
Phase II travel	Auto travel, hotel and per diem estimated at; \$1,190 per trip @ 3 trips/mth \$32,130	\$ 32,130
Intake Service Center training	9.5 days@\$3,000/day 3 days @\$3,750/day	\$ 39, 750
Training Travel	2 trips, @\$800 each	\$ 1,600
Total Phase II:		\$273,820 Ph II
Phase III: Post Launch Support July-Dec 2012		
Ongoing Operations Consulting		\$52,500
Consulting Travel Expenses		\$10,710
Total Phase III		\$63,210 Ph III
Total Phases I, II, III:		\$380,530

Payment Terms:

1. County shall pay Contractor monthly for services described in Exhibit B section III – Project Budget, above, based on the Monthly Payment Schedule below. Services under this Agreement s shall not exceed \$380,530.

Monthly Payment Schedule	
Month	Invoice Total
Aug-2011	\$21,000
Sep-2011	\$22,250
Oct-2011	\$26,008
Nov-2011	\$26,008
Dec-2011	\$26,008
Jan-2012	\$26,008
Feb-2012	\$26,008
Mar-2012	\$26,008
Apr-2012	\$26,008
May-2012	\$26,008
Jun-2012	\$66,008
Jul-2012	\$15,803
Aug-2012	\$15,803
Sep-2012	\$15,803
Oct-2012	\$15,803
Total Phases I, II, III:	\$380,530

Attachment H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 164.304 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set*. “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.
- b. *Electronic Protected Health Information*. “Electronic Protected Health Information” (“EPHI”) means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. *Individual*. “Individual” shall have the same meaning as the term “individual” in Section 160.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. *Privacy Rule*. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. *Protected Health Information*. “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 160.103 and is limited to the information created or received by Contractor from or on behalf of County.
- f. *Required By Law*. “Required by law” shall have the same meaning as the term “required by law” in Section 164.103.
- g. *Secretary*. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. *Security Incident*. “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, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. *Security Rule*. “Security Rule” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County or to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- k. 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.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protection Health Information.

Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. *Reservation of Right to Monitor Activities.* County reserves the right to monitor the security policies and procedures of Contractor

(rev. 8/08)