

AMENDMENT NO. 2
TO
CONTRACT NO. MA-042-18010266
FOR
OUTREACH AND ENGAGEMENT SERVICES

This Amendment (“Amendment No. 2”) to Contract No. MA-042-18010266 for Outreach and Engagement Services is made and entered into on December 23, 2020 (“Effective Date”) between Western Youth Services (“Contractor”), with a place of business at 23461 South Pointe Drive, Suite 220, Laguna Hills, CA 92653, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th Street, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, on February 26, 2020, the County’s Health Officer declared a local health emergency in response to the novel coronavirus (named “COVID-19”) emergency and outbreak threat in Orange County, as necessary for the preservation of public health and safety; and

WHEREAS, on March 2, 2020, the Board of Supervisors adopted Resolution No. 2020-11 ratifying the local health emergency declared by the County’s Health Officer; and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in the State of California as a result of the COVID-19 emergency and outbreak; and

WHEREAS, on March 12, 2020, the Governor of the State of California issued Executive Order N-25-20, ordering all California residents to heed any orders and guidance of State and local public health officials, including but not limited to imposition of social distancing measures, to control the spread of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Emergency Concerning the COVID-19 Outbreak; and

WHEREAS, on March 22, 2020, the President of United States declared a major disaster exists in the State of California and ordered Federal assistance to supplement State and local recovery efforts in the areas affected by the COVID-19 pandemic; and

WHEREAS, the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) has issued the Public Assistance Program and Policy Guide, Version 4 (Guide) that provides guidance on the availability of federal funding to states and local governments during emergencies pursuant to Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act); and

WHEREAS, the Guide identifies the services described herein as an eligible cost during emergencies; and

~~WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by the President of the United States on March 27th, 2020; and~~

~~WHEREAS, the CARES Act established the Coronavirus Relief Fund and the County received an allocation of funds from the Coronavirus Relief Fund under section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act; and~~

~~WHEREAS, Section 601(a) and 601(d) of the Social Security Act, as added by Section 5001 of the CARES Act, provides that payments from the CARES Act funds may only be used to cover costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and~~

~~WHEREAS, County is in need of the services described herein in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, and any continuing executive orders and declarations as part of the on-going emergencies; and~~

~~WHEREAS, the Parties executed Contract No. MA 042 18010266 for Outreach and Engagement Services, effective October 1, 2015 through June 30, 2017, in an amount not to exceed \$1,650,610 (“Contract”); and~~

~~WHEREAS, the Parties executed Contract No. MA 042 18010266 for Outreach and Engagement Services, effective July 1, 2017 through June 30, 2019, in an amount not to exceed \$1,812,696 (“Contract”); and~~

~~WHEREAS, the Parties executed Contract No. MA 042 18010266 for Outreach and Engagement Services, effective July 1, 2019 through June 30, 2020, in an amount not to exceed \$1,128,570 (“Contract”); and~~

~~WHEREAS, the Parties executed Amendment No. 1 to Contract No. MA 042 18010266 for Outreach and Engagement Services, effective July 1, 2020 through June 30, 2021, in an amount not to exceed \$1,128,570 (“Contract”); and~~

~~WHEREAS, the Parties now desire to enter into this Amendment No. 2 to include Federal Emergency Management Agency (FEMA) provisions to Contract for Covid-19 related needs for the term of July 1, 2020 through December 30, 2020 to allow invoicing for Covid-19 related expenditures; and~~

~~NOW THEREFORE, Contractor and County, in consideration of the above recitals, and in consideration of the mutual covenants, benefits and promises contained herein, agree to amend the Contract as follows:~~

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AMENDMENT NO. 3
TO
CONTRACT NO. MA-042-18010266
FOR
OUTREACH AND ENGAGEMENT SERVICES

This Amendment (“Amendment No. 3”) to Contract No. MA 042-18010266 for Outreach and Engagement Services is made and entered into on July 1, 2021 (“Effective Date”) between Western Youth Services (“Contractor”), with a place of business at 23461 South Pointe Drive, Suite 220, Laguna Hills, CA 92653, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th Street, Suite 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the Parties executed Contract No. MA 042-18010266 for Outreach and Engagement Services, effective October 1, 2015 through June 30, 2017, in an amount not to exceed \$1,650,610; and

WHEREAS, the Parties executed a renewal of the Contract, effective July 1, 2017 through June 30, 2019, in an amount not to exceed \$1,812,696; and

WHEREAS, the Parties executed a renewal of the Contract, effective July 1, 2019 through June 30, 2020, in an amount not to exceed \$1,128,570; and

WHEREAS, the Parties executed Amendment No. 1 to renew the Contract for one year, effective July 1, 2020 through June 30, 2021, in an amount not to exceed \$1,128,570; and

WHEREAS, the Parties executed Amendment No. 2 to Contract to include Federal Emergency Management Agency (FEMA) provisions to Contract for Covid-19 related needs for the term of July 1, 2020 through December 30, 2020; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to amend Exhibit A of the Contract and to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

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REFERENCED CONTRACT PROVISIONS**Term:** July 1, 2019 through June 30, 2020**Maximum Obligation:**~~TOTAL MAXIMUM OBLIGATION: \$1,128,570~~**Term:** July 1, 2019 through June 30, 2022Period One means the period from July 1, 2019 through June 30, 2020Period Two means the period from July 1, 2020 through June 30, 2021Period Three means the period from July 1, 2021 through June 30, 2022**Maximum Obligation:**

Period One Amount Not To Exceed:	\$ 1,128,570
Period Two Amount Not To Exceed:	1,128,570
Period Three Amount Not To Exceed:	1,128,570
TOTAL AMOUNT NOT TO EXCEED:	\$3,385,710

Basis for Reimbursement: Actual Cost**Payment Method:** Monthly in Arrears**CONTRACTOR DUNS Number:** 05-866-6934**CONTRACTOR TAX ID Number:** 95-3407054**Notices to COUNTY and CONTRACTOR:**

COUNTY: County of Orange
Health Care Agency
Contract Services
405 West 5th Street, Suite 600
Santa Ana, CA 92701-4637

CONTRACTOR: Western Youth Services
23461 South Pointe Drive, Suite 220
Laguna Hills, California 92653

Lorry Leigh Belhumeur, Ph.D., CEO
 lleigh@westernyouthservices.org

CFDA #	FAIN#	Program/ Service Title	Federal Funding Agency	Federal Award Date	Federal Award Indirect Rate	Federal Award Amount	R&D Award (Y/N)
21.019	SLT012	Coronaviruses Relief Fund (CRF)	US Department of Treasury	4/22/2020	N/A or 10% de minimis rate	\$554,133,765	N

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1 I. ACRONYMS

2 The following standard definitions are for reference purposes only and may or may not apply in
3 their entirety throughout this Agreement:

4	A. ARRA	American Recovery and Reinvestment Act
5	B. CCC	California Civil Code
6	C. CCR	California Code of Regulations
7	D. CEO	County Executive Office
8	E. CFR	Code of Federal Regulations
9	F. CHPP	COUNTY HIPAA Policies and Procedures
10	G. COI	Certificate of Insurance
11	H. CRN	Crisis Response Network
12	I. DHCS	Department of Health Care Services
13	J. DRS	Designated Record Set
14	K. GAAP	General Accepted Accounting Principles
15	L. HCA	Health Care Agency
16	M. HHS	Health and Human Services
17	N. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
18	O. HSC	California Health and Safety Code
19	P. ISO	Insurance Services Office
20	Q. MHSA	Mental Health Services Act
21	R. NPP	Notice of Privacy Practices
22	S. OIG	Office of Inspector General
23	T. OMB	Office of Management and Budget
24	U. OPM	Federal Office of Personnel Management
25	V. PC	State of California Penal Code
26	W. PEI	Prevention and Early Intervention
27	X. PHI	Protected Health Information
28	Y. PII	Personally Identifiable Information
29	Z. P&P	Policy and Procedure
30	AA. PRA	Public Record Act
31	AB. SIR	Self-Insured Retention
32	AC. SFTS	Safe from the Start
33	AD. TOT	Train the Trainer
34	AE. USC	United States Code
35	AF. VPE	Violence Prevention Education
36	AG. WIC	State of California Welfare and Institutions Code

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II. ALTERATION OF TERMS

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2 A. This Agreement, together with Exhibits A, B, and C attached hereto and incorporated herein,
3 fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the
4 subject matter of this Agreement.

5 B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of
6 this Agreement or any Exhibits, whether written or verbal, made by the Parties, their officers, employees
7 or agents shall be valid unless made in the form of a written amendment to this Agreement, which has
8 been formally approved and executed by both Parties.

III. ASSIGNMENT OF DEBTS

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10
11 Unless this Agreement is followed without interruption by another Agreement between the Parties
12 hereto for the same services and substantially the same scope, at the termination of this Agreement,
13 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of
14 persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by
15 mail each of the respective Parties, specifying the date of assignment, the County of Orange as assignee,
16 and the address to which payments are to be sent. Payments received by CONTRACTOR from or on
17 behalf of said persons, shall be immediately given to COUNTY.

IV. COMPLIANCE

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19
20 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for
21 the purpose of ensuring adherence to all rules and regulations related to federal and state health care
22 programs.

23 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and
24 procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to
25 General Compliance and Annual Provider Trainings.

26 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
27 compliance program, code of conduct and any compliance related policies and procedures.
28 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall
29 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
30 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to
31 this Agreement. These elements include:

- 32 a. Designation of a Compliance Officer and/or compliance staff.
- 33 b. Written standards, policies and/or procedures.
- 34 c. Compliance related training and/or education program and proof of completion.
- 35 d. Communication methods for reporting concerns to the Compliance Officer.
- 36 e. Methodology for conducting internal monitoring and auditing.
- 37 f. Methodology for detecting and correcting offenses.

1 g. Methodology/Procedure for enforcing disciplinary standards.

2 3. If CONTRACTOR does not provide proof of its own compliance program to
3 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance
4 Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within
5 thirty (30) calendar days of execution of this Agreement a signed acknowledgement that
6 CONTRACTOR will internally comply with ADMINISTRATOR's Compliance Program and Code of
7 Conduct. CONTRACTOR shall have as many Covered Individuals it determines necessary complete
8 ADMINISTRATOR's annual compliance training to ensure proper compliance.

9 4. If CONTRACTOR elects to have its own compliance program, code of conduct and any
10 Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR
11 shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures
12 to ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement.
13 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a
14 reasonable time, which shall not exceed forty-five (45) calendar days, and determine if contractor's
15 proposed compliance program and code of conduct contain all required elements to the
16 ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of
17 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
18 CONTRACTOR shall revise its compliance program and code of conduct to meet
19 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's
20 Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

21 5. Upon written confirmation from ADMINISTRATOR's compliance officer that the
22 CONTRACTOR's compliance program, code of conduct and any compliance related policies and
23 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals
24 relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct,
25 related policies and procedures and contact information for the ADMINISTRATOR's Compliance Program.

26 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
27 retained to provide services related to this Agreement monthly to ensure that they are not designated
28 as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the
29 General Services Administration's Excluded Parties List System or System for Award Management, the
30 Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the
31 California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death
32 Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR.

33 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,
34 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items
35 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.
36 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
37 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or

1 CONTRACTOR's own compliance program, code of conduct and related policies and procedures if
2 CONTRACTOR has elected to use its own).

3 2. An Ineligible Person shall be any individual or entity who:

4 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
5 federal and state health care programs; or

6 b. has been convicted of a criminal offense related to the provision of health care items or
7 services and has not been reinstated in the federal and state health care programs after a period of
8 exclusion, suspension, debarment, or ineligibility.

9 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
10 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
11 Agreement.

12 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors monthly to
13 ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its
14 subcontractors use their best efforts to verify that they are eligible to participate in all federal and State
15 of California health programs and have not been excluded or debarred from participation in any federal
16 or state health care programs, and to further represent to CONTRACTOR that they do not have any
17 Ineligible Person in their employ or under contract.

18 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
19 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
20 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
21 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an
22 Ineligible Person.

23 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing
24 federal and state funded health care services by contract with COUNTY in the event that they are
25 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.
26 If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,
27 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
28 business operations related to this Agreement.

29 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
30 entity is currently excluded, suspended or debarred, or is identified as such after being sanction
31 screened. Such individual or entity shall be immediately removed from participating in any activity
32 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or
33 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.
34 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the
35 overpayment is verified by ADMINISTRATOR.

36 C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General
37 Compliance Training available to Covered Individuals.

1 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's
 2 Compliance Program shall use its best efforts to encourage completion by all Covered Individuals;
 3 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated
 4 representative to complete the General Compliance Training when offered.

5 2. Such training will be made available to Covered Individuals within thirty (30) calendar
 6 days of employment or engagement.

7 3. Such training will be made available to each Covered Individual annually.

8 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide
 9 copies of training certification upon request.

10 5. Each Covered Individual attending a group training shall certify, in writing, attendance at
 11 compliance training. ADMINISTRATOR shall provide instruction on group training completion while
 12 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,
 13 CONTRACTOR shall provide copies of the certifications.

14 D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized
 15 Provider Training, where appropriate, available to Covered Individuals.

16 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
 17 Individuals relative to this Agreement. This includes compliance with federal and state healthcare
 18 program regulations and procedures or instructions otherwise communicated by regulatory agencies;
 19 including the Centers for Medicare and Medicaid Services or their agents.

20 2. Such training will be made available to Covered Individuals within thirty (30) calendar
 21 days of employment or engagement.

22 3. Such training will be made available to each Covered Individual annually.

23 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall
 24 provide copies of the certifications upon request.

25 5. Each Covered Individual attending a group training shall certify, in writing, attendance at
 26 compliance training. ADMINISTRATOR shall provide instructions on completing the training in a
 27 group setting while CONTRACTOR shall retain the certifications. Upon written request by
 28 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

29 E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

30 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
 31 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner
 32 and are consistent with federal, state and county laws and regulations. This includes compliance with
 33 federal and state health care program regulations and procedures or instructions otherwise
 34 communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or
 35 their agents.

36 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims
 37 for payment or reimbursement of any kind.

1 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
2 fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which
3 accurately describes the services provided and must ensure compliance with all billing and
4 documentation requirements.

5 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in
6 coding of claims and billing, if and when, any such problems or errors are identified.

7 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business
8 days after the overpayment is verified by the ADMINISTRATOR.

9 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and
10 participate in the quality improvement activities developed in the implementation of the Quality
11 Management Program.

12 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR’s Cultural
13 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
14 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
15 §1810.410.subds.(c)-(d).

16 F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a
17 breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to terminate the
18 Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty
19 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this
20 Compliance Paragraph prior to ADMINISTRATOR’s right to terminate this Agreement on the basis of
21 such default.

22
23 **V. CONFIDENTIALITY**

24 CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or
25 video recordings, in accordance with all applicable federal, state and county codes and regulations, as
26 they now exist or may hereafter be amended or changed.

27 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this
28 Agreement are Clients of the Orange County Mental Health services system, and therefore it may be
29 necessary for authorized staff of ADMINISTRATOR to audit Client files, or to exchange information
30 regarding specific Clients with COUNTY or other providers of related services contracting with
31 COUNTY.

32 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written
33 consents for the release of information from all persons served by CONTRACTOR pursuant to this
34 Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1,
35 Part 2.6, relating to confidentiality of medical information.

36 //
37 //

1 late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by
2 CONTRACTOR.

3 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
4 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the
5 accurate and complete Cost Report is delivered to ADMINISTRATOR.

6 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the
7 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be
8 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

9 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report
10 within one hundred and eighty (180) calendar days following the termination of this Agreement, and
11 CONTRACTOR has not entered into a subsequent or new agreement for any other services with
12 COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement
13 shall be immediately reimbursed to COUNTY.

14 B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR
15 to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR
16 shall document that costs are reasonable and allowable and directly or indirectly related to the services
17 to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if
18 any.

19 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
20 less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set
21 forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim
22 expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and
23 COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,
24 which is subsequently determined to have been for an unreimbursable expenditure or service, shall be
25 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)
26 calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed
27 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

28 D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
29 this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim
30 monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such
31 reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the
32 Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days
33 after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any
34 amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

35 E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
36 this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim

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1 monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided
2 such payment does not exceed the Maximum Obligation of COUNTY.

3 F. All Cost Reports shall contain the following attestation, which may be typed directly on or
4 attached to the Cost Report:

5
6 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
7 supporting documentation prepared by _____ for the cost report period
8 beginning _____ and ending _____ and that, to the best of my
9 knowledge and belief, costs reimbursed through this Agreement are reasonable and
10 allowable and directly or indirectly related to the services provided and that this Cost
11 Report is a true, correct, and complete statement from the books and records of
12 (provider name) in accordance with applicable instructions, except as noted. I also
13 hereby certify that I have the authority to execute the accompanying Cost Report.

14
15 Signed _____
16 Name _____
17 Title _____
18 Date _____"

19
20 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

21 A. CONTRACTOR certifies that it and its principals:

22 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or
23 voluntarily excluded by any federal department or agency.

24 2. Have not within a three-year period preceding this Agreement been convicted of or had a
25 civil judgment rendered against them for commission of fraud or a criminal offense in connection with
26 obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract
27 under a public transaction; violation of federal or state antitrust statutes or commission of
28 embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or
29 receiving stolen property.

30 3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state,
31 or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2.
32 above.

33 4. Have not within a three-year period preceding this Agreement had one or more public
34 transactions (federal, state, or local) terminated for cause or default.

35 5. Shall not knowingly enter into any lower tier covered transaction with a person who is
36 proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred,
37 //

1 | suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless
2 | authorized by the State of California.

3 | 6. Shall include without modification, the clause titled "Certification Regarding Debarment,
4 | Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions
5 | with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in
6 | accordance with 2 CFR Part 376.

7 | B. The terms and definitions of this paragraph have the meanings set out in the Definitions and
8 | Coverage sections of the rules implementing 51 F.R. 6370.

9 |
10 | **IX. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

11 | A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
12 | prior written consent of COUNTY. CONTRACTOR shall provide written notification of
13 | CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to
14 | ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
15 | Any attempted assignment or delegation in derogation of this paragraph shall be void.

16 | B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's
17 | business prior to completion of this Agreement, and COUNTY agrees to an assignment of the
18 | Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to
19 | assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the
20 | satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in
21 | part, without the prior written consent of COUNTY.

22 | 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to
23 | any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%)
24 | of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an
25 | assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community
26 | clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
27 | Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

28 | 2. If CONTRACTOR is a for-profit organization, any change in the business structure,
29 | including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
30 | CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
31 | change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR
32 | at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or
33 | delegation in derogation of this subparagraph shall be void.

34 | 3. If CONTRACTOR is a governmental organization, any change to another structure,
35 | including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board
36 | of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an
37 | //

1 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of
2 this subparagraph shall be void.

3 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
4 CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations
5 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to
6 the effective date of the assignment.

7 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
8 CONTRACTOR shall provide written notification within thirty (30) calendar days to
9 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any
10 governing body of CONTRACTOR at one time.

11 6. COUNTY reserves the right to immediately terminate the Agreement in the event
12 COUNTY determines, in its sole discretion, that the assignee is not qualified or is otherwise
13 unacceptable to COUNTY for the provision of services under the Agreement.

14 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by
15 means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR,
16 meet the requirements of this Agreement as they relate to the service or activity under subcontract,
17 include any provisions that ADMINISTRATOR may require, and are authorized in writing by
18 ADMINISTRATOR prior to the beginning of service delivery.

19 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the
20 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor
21 subsequently fails to meet the requirements of this Agreement or any provisions that
22 ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported
23 by CONTRACTOR.

24 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
25 pursuant to this Agreement.

26 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,
27 amounts claimed for subcontracts not approved in accordance with this paragraph.

28 4. This provision shall not be applicable to service agreements usually and customarily
29 entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional
30 services provided by consultants.

31 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's
32 status with respect to name changes that do not require an assignment of the Agreement.
33 CONTRACTOR is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party
34 to any litigation against COUNTY, or a party to litigation that may reasonably affect the
35 CONTRACTOR's performance under the Contract, as well as any potential conflicts of interest between
36 CONTRACTOR and County that may arise prior to or during the period of Agreement performance.
37 While CONTRACTOR will be required to provide this information without prompting from COUNTY

1 any time there is a change in CONTRACTOR's name, conflict of interest or litigation status,
 2 CONTRACTOR must also provide an update to COUNTY of its status in these areas whenever
 3 requested by COUNTY.

4 5 **X. EMPLOYEE ELIGIBILITY VERIFICATION**

6 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations
 7 regarding the employment of aliens and others and to ensure that employees, subcontractors, and
 8 consultants performing work under this Agreement meet the citizenship or alien status requirements set
 9 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
 10 subcontractors, and consultants performing work hereunder, all verification and other documentation of
 11 employment eligibility status required by federal or state statutes and regulations including, but not
 12 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently
 13 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
 14 covered employees, subcontractors, and consultants for the period prescribed by the law.

15 16 **XI. EQUIPMENT**

17 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
 18 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
 19 ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively
 20 Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000
 21 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as
 22 Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes
 23 and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may
 24 contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not
 25 limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
 26 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
 27 depreciated according to GAAP.

28 B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any
 29 Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR
 30 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
 31 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
 32 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
 33 purchased asset in an Equipment inventory.

34 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to
 35 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in
 36 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it
 37 is purchased. Title of expensed Equipment shall be vested with COUNTY.

1 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part
 2 with funds paid through this Agreement, including date of purchase, purchase price, serial number,
 3 model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR,
 4 and shall include the original purchase date and price, useful life, and balance of depreciated Equipment
 5 cost, if any.

6 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical
 7 inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any
 8 or all Equipment to COUNTY.

9 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure
 10 approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition,
 11 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of
 12 Equipment are moved from one location to another or returned to COUNTY as surplus.

13 G. Unless this Agreement is followed without interruption by another agreement between the
 14 Parties for substantially the same type and scope of services, at the termination of this Agreement for
 15 any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through
 16 this Agreement.

17 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the
 18 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

19 **XII. FACILITIES, PAYMENTS AND SERVICES**

20 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
 21 with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services.
 22 CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the
 23 minimum number and type of staff which meet applicable federal and state requirements, and which are
 24 necessary for the provision of the services hereunder.
 25

26 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
 27 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation
 28 for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum
 29 Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount
 30 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide
 31 services, staffing, facilities or supplies.
 32

33 **XIII. INDEMNIFICATION AND INSURANCE**

34 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
 35 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
 36 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
 37 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,

1 including but not limited to personal injury or property damage, arising from or related to the services,
2 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
3 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
4 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
5 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall
6 request a jury apportionment.

7 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
8 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary
9 to satisfy COUNTY that the insurance provisions of this Agreement have been complied with.
10 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements
11 on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors
12 performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance
13 subject to the same terms and conditions as set forth herein for CONTRACTOR.

14 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
15 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an
16 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
17 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
18 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the
19 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor
20 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of
21 insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection
22 by COUNTY representative(s) at any reasonable time.

23 D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand
24 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of
25 CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved,
26 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this
27 Agreement, agrees to all of the following:

28 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all
29 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or
30 subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole
31 cost and expense with counsel approved by Board of Supervisors against same; and

32 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any
33 duty to indemnify or hold harmless; and

34 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to
35 which the duty to defend stated above applies, and the CONTRACTOR's SIR provision shall be
36 interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

37 //

1 E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of
2 this Agreement, the COUNTY may terminate this Agreement.

3 F. QUALIFIED INSURER

4 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of
5 A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current
6 edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is
7 preferred, but not mandatory, that the insurer be licensed to do business in the state of California
8 (California Admitted Carrier).

9 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of
10 Risk Management retains the right to approve or reject a carrier after a review of the company's
11 performance and financial ratings.

12 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
13 limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles (4 passengers or less)	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims -made
Professional Liability Insurance	\$1,000,000 per claims -made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

34
35 H. REQUIRED COVERAGE FORMS

36 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a
37 substitute form providing liability coverage at least as broad.

1 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01,
2 CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

3 I. REQUIRED ENDORSEMENTS

4 1. The Commercial General Liability policy shall contain the following endorsements, which
5 shall accompany the COI:

6 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least
7 as broad naming the *County of Orange, its elected and appointed officials, officers, agents and*
8 *employees* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY**
9 **WRITTEN AGREEMENT.**

10 b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at
11 least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-
12 insurance maintained by the County of Orange shall be excess and non-contributing.

13 2. The Network Security and Privacy Liability policy shall contain the following
14 endorsements which shall accompany the COI:

15 a. An Additional Insured endorsement naming the *County of Orange, its elected and*
16 *appointed officials, officers, agents and employees* as Additional Insureds for its vicarious liability.

17 b. A primary and non-contributing endorsement evidencing that the Contractor's
18 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be
19 excess and non-contributing.

20 J. All insurance policies required by this Agreement shall waive all rights of subrogation against
21 the County of Orange, its elected and appointed officials, officers, agents and employees when acting
22 within the scope of their appointment or employment.

23 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
24 all rights of subrogation against the *County of Orange, its elected and appointed officials,*
25 *officers, agents and employees*, or provide blanket coverage, which will state **AS REQUIRED BY**
26 **WRITTEN AGREEMENT.**

27 L. All insurance policies required by this Agreement shall waive all rights of subrogation against
28 the County of Orange, its elected and appointed officials, officers, agents and employees when acting
29 within the scope of their appointment or employment.

30 M. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy
31 cancellation and within ten (10) days for non-payment of premium and provide a copy of the
32 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a
33 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate
34 this Agreement.

35 N. If CONTRACTOR's Professional Liability, Technology Errors & Omissions and/or Network
36 Security & Privacy Liability are "Claims -Made" policies, CONTRACTOR shall agree to maintain
37 coverage for two (2) years following the completion of the Agreement.

1 O. The Commercial General Liability policy shall contain a “severability of interests” clause also
2 known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

3 P. Insurance certificates should be forwarded to the agency/department address listed on the
4 solicitation.

5 Q. If the Contractor fails to provide the insurance certificates and endorsements within seven (7)
6 days of notification by CEO/Purchasing or the agency/department purchasing division, award may be
7 made to the next qualified vendor.

8 R. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
9 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
10 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
11 adequately protect COUNTY.

12 S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
13 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with
14 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice,
15 this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be
16 entitled to all legal remedies.

17 T. The procuring of such required policy or policies of insurance shall not be construed to limit
18 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of
19 this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

20 U. SUBMISSION OF INSURANCE DOCUMENTS

21 1. The COI and endorsements shall be provided to COUNTY as follows:

22 a. Prior to the start date of this Agreement.

23 b. No later than the expiration date for each policy.

24 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
25 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

26 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in
27 the Referenced Contract Provisions of this Agreement.

28 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
29 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall
30 have sole discretion to impose one or both of the following:

31 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
32 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the
33 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are
34 submitted to ADMINISTRATOR.

35 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
36 COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and
37

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1 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
2 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

3 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
4 CONTRACTOR's monthly invoice.

5 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
6 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
7 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.
8

9 **XIV. INSPECTIONS AND AUDITS**

10 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
11 of the State of California, the Secretary of the United States Department of Health and Human Services,
12 the Comptroller General of the United States, or any other of their authorized representatives, shall to
13 the extent permissible under applicable law have access to any books, documents, and records, including
14 but not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client
15 records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding
16 to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making
17 transcripts during the periods of retention set forth in the Records Management and Maintenance
18 Paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate
19 the services provided pursuant to this Agreement, and the premises in which they are provided.

20 B. CONTRACTOR shall actively participate and cooperate with any person specified in
21 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this
22 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such
23 evaluation or monitoring.

24 C. AUDIT RESPONSE

25 1. Following an audit report, in the event of non-compliance with applicable laws and
26 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement
27 as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement
28 appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty
29 (30) calendar days after receiving notice from ADMINISTRATOR.

30 2. If the audit reveals that money is payable from one Party to the other, that is,
31 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to
32 CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60)
33 calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to
34 COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,
35 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an
36 amount not to exceed the reimbursement due COUNTY.

37 //

1 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file
2 with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as
3 may be required during the term of this Agreement.

4 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within
5 fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,
6 financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the
7 cost of such operation or audit is reimbursed in whole or in part through this Agreement.

8 9 **XV. LICENSES AND LAWS**

10 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
11 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
12 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
13 required by the laws, regulations and requirements of the United States, the State of California,
14 COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify
15 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the
16 pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers
17 and exemptions. Said inability shall be cause for termination of this Agreement.

18 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

19 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State
20 reporting requirements regarding its employees and with all lawfully served Wage and Earnings
21 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the
22 term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach
23 of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the
24 COUNTY shall constitute grounds for termination of the Agreement.

25 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days
26 of the award of this Agreement:

27 a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security
28 number, and residence address;

29 b. In the case of a CONTRACTOR doing business in a form other than as an individual,
30 the name, date of birth, social security number, and residence address of each individual who owns an
31 interest of ten percent (10%) or more in the contracting entity;

32 3. It is expressly understood that this data will be transmitted to governmental agencies
33 charged with the establishment and enforcement of child support orders, or as permitted by federal
34 and/or state statute.

35 C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and
36 requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and
37 requirements shall include, but not be limited to, the following:

- 1 1. ARRA of 2009.
- 2 2. Trafficking Victims Protection Act of 2000.
- 3 3. WIC, Division 5, Community Mental Health Services.
- 4 4. WIC, Division 6, Admissions and Judicial Commitments.
- 5 5. WIC, Division 7, Mental Institutions.
- 6 6. HSC, §§1250 et seq., Health Facilities.
- 7 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 8 8. CCR, Title 9, Rehabilitative and Developmental Services.
- 9 9. CCR, Title 17, Public Health.
- 10 10. CCR, Title 22, Social Security.
- 11 11. CFR, Title 42, Public Health.
- 12 12. CFR, Title 45, Public Welfare.
- 13 13. USC Title 42. Public Health and Welfare.
- 14 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 15 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 16 16. 42 USC §1857, et seq., Clean Air Act.
- 17 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 18 18. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 19 19. Policies and procedures set forth in Mental Health Services Act.
- 20 20. Policies and procedures set forth in DHCS Letters.
- 21 21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 22 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 23 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

XVI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

26 A. Any written information or literature, including educational or promotional materials,
 27 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
 28 to this Agreement must be approved at least thirty (30) days in advance and in writing by
 29 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written
 30 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
 31 and electronic media such as the Internet.

32 B. Any advertisement through radio, television broadcast, or the Internet, for educational or
 33 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this
 34 Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

35 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
 36 available social media sites) in support of the services described within this Agreement,
 37 CONTRACTOR shall develop social media policies and procedures and have them available to

ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

XVII. MAXIMUM OBLIGATION

A. The Total Maximum Obligation of COUNTY for services provided in accordance with this Agreement, and the separate Maximum Obligations for each period, are as specified in the Referenced Contract Provisions of this Agreement, except as allowed for in Subparagraph B. below.

B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten percent (10%) of Period One funding for this Agreement.

XVIII. MINIMUM WAGE LAWS

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance” paragraph of this Agreement) that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals providing services pursuant to this Agreement be paid no less than the greater of the federal or California Minimum Wage.

B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Agreement.

C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

XIX. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as defined in the “Compliance” paragraph of this Agreement) shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin,

1 ancestry, physical disability, mental disability, medical condition, genetic information, marital status,
2 sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
3 Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall
4 require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or
5 applicant for employment because of his/her race, religious creed, color, national origin, ancestry,
6 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,
7 gender identity, gender expression, age, sexual orientation, or military and veteran status.

8 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or
9 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or
10 recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection
11 for training, including apprenticeship.

12 3. CONTRACTOR shall not discriminate between employees with spouses and employees
13 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
14 the provision of benefits.

15 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for
16 employment, notices from ADMINISTRATOR and/or the United States Equal Employment
17 Opportunity Commission setting forth the provisions of the EOC.

18 5. All solicitations or advertisements for employees placed by or on behalf of
19 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration
20 for employment without regard to race, religious creed, color, national origin, ancestry, physical
21 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender
22 identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements
23 shall be deemed fulfilled by use of the term EOE.

24 6. Each labor union or representative of workers with which CONTRACTOR and/or
25 subcontractor has a collective bargaining agreement or other contract or understanding must post a
26 notice advising the labor union or workers' representative of the commitments under this
27 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to
28 employees and applicants for employment.

29 **B. SERVICES, BENEFITS AND FACILITIES** – CONTRACTOR and/or subcontractor shall not
30 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
31 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
32 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
33 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the
34 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
35 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division
36 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information
37 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and

1 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all
 2 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination
 3 paragraph, discrimination includes, but is not limited to the following based on one or more of the
 4 factors identified above:

- 5 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 6 2. Providing any service or benefit to a Client which is different or is provided in a different
 7 manner or at a different time from that provided to other Clients.
- 8 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by
 9 others receiving any service and/or benefit.
- 10 4. Treating a Client differently from others in satisfying any admission requirement or
 11 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
 12 any service and/or benefit.
- 13 5. Assignment of times or places for the provision of services.

14 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients
 15 through a written statement that CONTRACTOR’s and/or subcontractor’s Clients may file all
 16 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
 17 ADMINISTRATOR.

18 1. Whenever possible, problems shall be resolved at the point of service. CONTRACTOR
 19 shall establish an internal informal problem resolution process for Clients not able to resolve such
 20 problems at the point of service. Clients may initiate a grievance or complaint directly with
 21 CONTRACTOR either orally or in writing.

22 a. COUNTY shall establish a formal resolution and grievance process in the event
 23 informal processes do not yield a resolution.

24 b. Throughout the problem resolution and grievance process, Client rights shall be
 25 maintained, including access to the COUNTY’s Patients’ Rights Office at any point in the process.
 26 Clients shall be informed of their right to access the COUNTY’s Patients’ Rights Office at any time.

27 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
 28 to the findings regarding the alleged complaint and, if not satisfied with the decision, has the right to
 29 request a State Fair Hearing.

30 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
 31 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
 32 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42
 33 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of
 34 discrimination against qualified persons with disabilities in all programs or activities, and if applicable,
 35 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together
 36 with succeeding legislation.

37 //

1 E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall
2 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights
3 secured by federal or state laws, or because such person has filed a complaint, certified, assisted or
4 otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to
5 enforce rights secured by federal or state law.

6 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and
7 state law, this Agreement may be canceled, terminated or suspended in whole or in part and
8 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,
9 state or COUNTY funds.

10
11 **XX. NOTICES**

12 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
13 authorized or required by this Agreement shall be effective:

14 1. When written and deposited in the United States mail, first class postage prepaid and
15 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed
16 by ADMINISTRATOR;

17 2. When faxed, transmission confirmed;

18 3. When sent by Email; or

19 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
20 Service, or any other expedited delivery service.

21 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of
22 this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,
23 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United
24 Parcel Service, or any other expedited delivery service.

25 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of
26 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such
27 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
28 damage to any COUNTY property in possession of CONTRACTOR.

29 D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by
30 ADMINISTRATOR.

31
32 **XXI. NOTIFICATION OF DEATH**

33 A. Upon becoming aware of the death of any person served pursuant to this Agreement,
34 CONTRACTOR shall immediately notify ADMINISTRATOR.

35 B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain
36 the name of the deceased, the date and time of death, the nature and circumstances of the death, and the
37 name(s) of CONTRACTOR’s officers or employees with knowledge of the incident.

1 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
2 telephone immediately upon becoming aware of the death due to non-terminal illness of any person
3 served pursuant to this Agreement; notice need only be given during normal business hours.

4 2. WRITTEN NOTIFICATION

5 a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send
6 via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming
7 aware of the death due to non-terminal illness of any person served pursuant to this Agreement.

8 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written
9 report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware
10 of the death due to terminal illness of any person served pursuant to this Agreement.

11 c. When notification via encrypted email is not possible or practical CONTRACTOR may
12 hand deliver or fax to a known number said notification.

13 C. If there are any questions regarding the cause of death of any person served pursuant to this
14 Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related
15 to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this
16 Notification of Death Paragraph.

17
18 **XXII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

19 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in
20 whole or part by the COUNTY, except for those events or meetings that are intended solely to serve
21 participants or occur in the normal course of business.

22 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance
23 of any applicable public event or meeting. The notification must include the date, time, duration,
24 location and purpose of public event or meeting. Any promotional materials or event related flyers must
25 be approved by ADMINISTRATOR prior to distribution.

26
27 **XXIII. RECORDS MANAGEMENT AND MAINTENANCE**

28 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
29 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
30 accordance with this Agreement and all applicable requirements.

31 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for
32 which claims are submitted for reimbursement under this Agreement and the charges thereto. Such
33 records shall include, but not be limited to, individual patient charts and utilization review records.

34 2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN
35 Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was
36 rendered, and such additional information as ADMINISTRATOR or DHCS may require.

37 //

1 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and
2 practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature
3 claimed to have been incurred in the performance of this Agreement and in accordance with Medicare
4 principles of reimbursement and GAAP.

5 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747
6 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical
7 necessity of the service, and the quality of care provided. Records shall be maintained in accordance
8 with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

9 B. CONTRACTOR shall implement and maintain administrative, technical and physical
10 safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of
11 PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the
12 extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal
13 or state regulations and/or COUNTY policies.

14 C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure
15 manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish
16 and implement written record management procedures.

17 D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years/ten (10)
18 years from the termination of the contract, unless a longer period is required due to legal proceedings
19 such as litigations and/or settlement of claims.

20 E. CONTRACTOR shall retain all client and/or patient medical records for seven (7)/ten (10)
21 years following discharge of the participant, client and/or patient.

22 F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
23 billings, and revenues available at one (1) location within the limits of the County of Orange. If
24 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide
25 written approval to CONTRACTOR to maintain records in a single location, identified by
26 CONTRACTOR.

27 G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out
28 of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR
29 all information that is requested by the PRA request.

30 H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that
31 clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or
32 request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records
33 maintained by or for a covered entity that is:

34 1. The medical records and billing records about individuals maintained by or for a covered
35 health care provider;

36 2. The enrollment, payment, claims adjudication, and case or medical management record
37 systems maintained by or for a health plan; or

3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.

2. Provide auditor or other authorized individuals access to documents via a computer terminal.

3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.

K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

XXIV. RESEARCH AND PUBLICATION

CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of, or developed, as a result of this Agreement for the purpose of personal or professional research, or for publication.

XXV. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

XXVI. SPECIAL PROVISIONS

A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

- 1. Making cash payments to intended recipients of services through this Agreement.
- 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).

- 1 3. Fundraising.
- 2 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 3 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of
- 4 Directors or governing body.
- 5 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing
- 6 body for expenses or services.
- 7 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
- 8 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
- 9 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 10 7. Paying an individual salary or compensation for services at a rate in excess of the current
- 11 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
- 12 Schedule may be found at www.opm.gov.
- 13 8. Severance pay for separating employees.
- 14 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
- 15 codes and obtaining all necessary building permits for any associated construction.
- 16 10. Supplanting current funding for existing services.
- 17 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR
- 18 shall not use the funds provided by means of this Agreement for the following purposes:
- 19 1. Funding travel or training (excluding mileage or parking).
- 20 2. Making phone calls outside of the local area unless documented to be directly for the
- 21 purpose of Client care.
- 22 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 23 4. Purchase of artwork or other items that are for decorative purposes and do not directly
- 24 contribute to the quality of services to be provided pursuant to this Agreement.
- 25 5. Purchasing or improving land, including constructing or permanently improving any
- 26 building or facility, except for tenant improvements.
- 27 6. Providing inpatient hospital services or purchasing major medical equipment.
- 28 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
- 29 funds (matching).
- 30 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 31 CONTRACTOR's Clients.

XXVII. STATUS OF CONTRACTOR

34 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be

35 wholly responsible for the manner in which it performs the services required of it by the terms of this

36 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and

37 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the

1 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
 2 or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.
 3 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,
 4 consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the
 5 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,
 6 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and
 7 shall not be considered in any manner to be COUNTY's employees.

8 9 **XXVIII. TERM**

10 A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions
 11 of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified
 12 in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided
 13 in this Agreement. CONTRACTOR shall be obligated to perform such duties as would normally extend
 14 beyond this term, including but not limited to, obligations with respect to confidentiality,
 15 indemnification, audits, reporting, and accounting.

16 B. Any administrative duty or obligation to be performed pursuant to this Agreement on a
 17 weekend or holiday may be performed on the next regular business day.

18 19 **XXIX. TERMINATION**

20 A. Either Party may terminate this Agreement, without cause, upon ninety (90) calendar days'
 21 written notice given the other Party.

22 B. CONTRACTOR shall be responsible for meeting all programmatic and administrative
 23 contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be
 24 subject to the issuance of a CAP for the failure to perform to the level of contracted objectives,
 25 continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed
 26 within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld
 27 until CAP is resolved and/or the Agreement could be terminated.

28 C. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
 29 five (5) calendar days' written notice if CONTRACTOR fails to perform any of the terms of this
 30 Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty
 31 (30) calendar days for corrective action.

32 D. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence
 33 of any of the following events:

- 34 1. The loss by CONTRACTOR of legal capacity.
- 35 2. Cessation of services.
- 36 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
 37 another entity without the prior written consent of COUNTY.

1 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
2 required pursuant to this Agreement.

3 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
4 this Agreement.

5 6. The continued incapacity of any physician or licensed person to perform duties required
6 pursuant to this Agreement.

7 7. Unethical conduct or malpractice by any physician or licensed person providing services
8 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
9 removes such physician or licensed person from serving persons treated or assisted pursuant to this
10 Agreement.

11 E. CONTINGENT FUNDING

12 1. Any obligation of COUNTY under this Agreement is contingent upon the following:

13 a. The continued availability of federal, state and county funds for reimbursement of
14 COUNTY's expenditures, and

15 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
16 approved by the Board of Supervisors.

17 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
18 terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given
19 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
20 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

21 F. In the event this Agreement is suspended or terminated prior to the completion of the term as
22 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its
23 sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the
24 reduced term of the Agreement.

25 G. In the event this Agreement is terminated by either Party pursuant to Subparagraphs B., C., or
26 D. above, CONTRACTOR shall do the following:

27 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
28 is consistent with recognized standards of quality care and prudent business practice.

29 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
30 performance during the remaining contract term.

31 3. Until the date of termination, continue to provide the same level of service required by this
32 Agreement.

33 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
34 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an
35 orderly transfer.

36 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with
37 Client's best interests.

1 6. If records are to be transferred to COUNTY, pack and label such records in accordance
2 with directions provided by ADMINISTRATOR.

3 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
4 supplies purchased with funds provided by COUNTY.

5 8. To the extent services are terminated, cancel outstanding commitments covering the
6 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
7 commitments which relate to personal services. With respect to these canceled commitments,
8 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
9 arising out of such cancellation of commitment which shall be subject to written approval of
10 ADMINISTRATOR.

11 9. Provide written notice of termination of services to each Client being served under this
12 Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
13 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars
14 day period.

15 H. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
16 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

17 **XXX. THIRD PARTY BENEFICIARY**

18 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
19 including, but not limited to, any subcontractors or any Clients provided services pursuant to this
20 Agreement.
21

22 **XXXI. WAIVER OF DEFAULT OR BREACH**

23 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
24 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
25 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
26 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
27 Agreement.
28

29 **XXXII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

30 (1) Overtime requirements. No contractor or subcontractor contracting for any part of the
31 contract work which may require or involve the employment of laborers or mechanics shall require or
32 permit any such laborer or mechanic in any workweek in which he or she is employed on such work to
33 work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation
34 at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty
35 hours in such workweek.

36 (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of
37 the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible

therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

XXXIII. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

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XXXIV. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XXXV. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor must execute the certification, as provided in Attachment C.

XXXVI. PROCUREMENT OF RECOVERED MATERIALS

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at

1 EPA's Comprehensive Procurement Guidelines web site, [https://www.epa.gov/smm/comprehensive-](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program)
2 [procurement-guideline-cpg-program](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program).

3 iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of
4 the Solid Waste Disposal Act.

6 **XXXVII. ACCESS TO RECORDS**

7 (1) The Contractor agrees to provide County, the FEMA Administrator, the Comptroller
8 General of the United States, or any of their authorized representatives access to any books, documents,
9 papers, and records of the Contractor which are directly pertinent to this contract for the purposes of
10 making audits, examinations, excerpts, and transcriptions.

11 (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means
12 whatsoever or to copy excerpts and transcriptions as reasonably needed.

13 (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives
14 access to construction or other work sites pertaining to the work being completed under the contract.

15 (4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor
16 acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews
17 by the FEMA Administrator or the Comptroller General of the United States.

18 **XXXVIII. DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND** 19 **FLAGS**

20 The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of
21 DHS agency officials without specific FEMA pre-approval.
22

23 **XXXIX. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE** 24 **ORDERS**

25 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the
26 contract. The Contractor will comply with all applicable Federal law, regulations, executive orders,
27 FEMA policies, procedures, and directives.
28

29 **XL. NO OBLIGATION BY FEDERAL GOVERNMENT**

30 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities
31 to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the
32 contract.
33

34 **XLI. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR** 35 **RELATED ACTS**

36 The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and
37

1 Statements) applies to the Contractor's actions pertaining to this contract.
2 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of
3 California.

4
5 WESTERN YOUTH SERVICES

6
7
8 BY: _____ DATED: _____

9
10
11 TITLE: _____

12
13
14
15
16
17 COUNTY OF ORANGE

18
19
20 BY: _____ DATED: _____

21 HEALTH CARE AGENCY

22
23
24
25
26 APPROVED AS TO FORM
27 OFFICE OF THE COUNTY COUNSEL
28 ORANGE COUNTY, CALIFORNIA

29
30
31 BY: _____ DATED: _____

32 DEPUTY

33
34
35
36 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
37 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution

or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
OUTREACH AND ENGAGEMENT SERVICES
WITH
WESTERN YOUTH SERVICES
JULY 1, 2019 THROUGH JUNE 30, 2020

I. COMMON TERMS AND DEFINITIONS

The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

A. Activity Form means a data collection form used to track each activity in which the group and/or individual Participant.

B. Admission means completion of the entry and/or intake process for program Participants.

C. Assessment means a professional review and Evaluation of an individual’s behavioral health conditions in order to determine the most appropriate course of services.

D. At Risk means a state of high stressor and low protective factor that would increase likelihood of development of a behavioral health condition.

E. Behavioral Health Condition means diminished cognitive, emotional, or social abilities, but not to the extent that the criteria for a mental disorder are met.

F. Case Management means the delivery of individual guidance and support services. Case Management services include; but are not limited to, Referrals and Linkages to needed services such as: resources, coaching, and assistance with translation and transportation.

G. Community-Defined Practices means there is evidence that it validates practices that have a community-defined evidence base for effectiveness in achieving mental health outcomes for underserved communities. It also defines a process underway to nationally develop specific criteria by which practices’ effectiveness may be documented using community-defined evidence that eventually will allow the procedure to have an equal standing with evidence-based practices currently defined in the peer reviewed literature.

H. Early Intervention means the act of intervening, interfering or interceding at the manifestation of a Behavioral Health Condition, with the intent of measurably improving the condition or to prevent a Behavioral Health Condition from getting worse.

I. Education/Skill Building Workshop/Class means a workshop/class, provided by CONTRACTOR, to two (2) or more Participants (or a number agreed upon in the contract) which has a primary focus of providing information and/or teaching a skill.

J. Engagement means the process by which a trusting relationship between a worker and Participant is established with the goal to link the Participant to appropriate services.

1 //

2 K. Enrollment means the data entry of a Participant's program information into CONTRACTOR's
3 database for purposes of recording and tracking a Participant's involvement in the program.

4 L. Evaluation means the systematic investigation of the value and impact of an intervention or
5 program.

6 M. Evidence-Based Practice means the range of treatment and services of well-documented
7 effectiveness. An evidence-based practice has quantitative and qualitative data showing positive
8 outcomes and has been subject to expert/peer review that has determined that a particular approach or
9 strategy has a significant level of evidence of effectiveness.

10 N. Family Member means any traditional and/or non-traditional support system, significant other,
11 or natural support designated by the Participant.

12 O. Follow-up means ensuring that the Participant has linked to the referred service and/or
13 successfully transitioned from one service to another.

14 P. Group Intervention means the delivery of services to more than one individual or family.

15 Q. Individual Intervention means any strategies or services rendered to a Participant on a
16 person-to-person level. Examples include, but are not limited to, education, case management,
17 short-term therapy and life coaching to address individualized goals and objectives.

18 R. Intake means the initial meeting between a Participant and a worker to evaluate a Participant's
19 issue of concern and determine how a program could best meet his/her needs.

20 S. Linkage means when an individual is connected to programs or services through warm hand-off
21 or Follow-up to ensure connection is made.

22 T. Media Events means culturally relevant activities conducted by CONTRACTOR which are
23 coordinated with and publicized by the media, including radio and TV appearances.

24 U. MHSA means the law that provides funding for expanded community mental health services,
25 also known as "Proposition 63."

26 V. Outreach means contact with potential Participants to link them to appropriate behavioral health
27 and supportive services; which may include media-based activities that educate the community about
28 services offered and requirements for participation in the program.

29 W. Participant means an individual enrolled in a program who engages in activities aimed at
30 preventing and/or eliminating the development of Behavioral Health Condition.

31 X. PEI means the most recent County of Orange MHSA Prevention and Early Intervention Plan
32 approved by the Orange County MHSA Steering Committee and Board of Supervisors.

33 Y. PHI means individually identifiable health information usually transmitted by electronic media
34 maintained in any medium as defined in the regulations or for an entity, such as a health plan,
35 transmitted or maintained in any other medium. It is created or received by a covered entity and related
36 to the past, present, or future physical or behavioral health condition of an individual, provision of
37 health care to an individual, or the past, present, or future payment for health care provided to an

1 individual.

2 Z. PII means any information that could be readily used to identify a specific person, including but
3 not limited to: name, address, telephone number, email address, driver's license number, Social
4 Security number, bank account information, credit card information, or any combination of data that
5 could be used to identify a specific person, such as a birth date, zip code, mother's maiden name and
6 gender.

7 AA. Prevention means the group or individual interventions that occur before the initial onset of a
8 behavioral health condition. Prevention promotes positive cognitive, social and emotional development
9 and encourages a state of well-being that allows the individuals to function well in the face of changing
10 and sometimes challenging circumstances.

11 AB. Promising practice means programs and strategies that have some quantitative data showing
12 positive outcomes over a period of time, but do not have enough research or replication to support
13 generalized outcomes. It has an evaluation component/plan in place to move towards demonstration of
14 effectiveness; however, it does not yet have evaluation data available to demonstrate positive outcomes.
15 [The Association of Maternal and Child Health Programs] cited by California Department of Mental
16 Health, PEI Resource Materials

17 AC. Referral means the process of sending an individual from one service to another for health care,
18 mental health, and/or other support services, or an unsuccessful linkage attempt.

19 AD. Short-term individual counseling to Participants means an interpersonal, theory-based process
20 of helping persons who are basically psychologically healthy, resolve developmental and situational
21 problems. Counseling activities are guided by ethical and legal standards and go through distinct stages
22 from initiation to termination. Counseling will be provided by professionally trained counselors or
23 interns under supervised practice to individuals who exhibit early signs and symptoms of emotional and
24 behavioral issues that without intervention could develop into full-blown mental disorders.

25 AE. Training means the action or method used to transfer skills and/or knowledge to a target
26 audience.

27 AF. Triage means a process that constitutes of sorting individuals on a services continuum that is
28 based on an established level of risk and need based on screening of Participants.

29 AG. Unduplicated Participant means an individual who is counted only once, despite how many
30 services the individual is enrolled during the term of the Agreement.

31 AH. Units of Service mean the number and/or type of activities the CONTRACTOR will fulfill
32 during the term of the Agreement.

33 34 **II. BUDGET**

35
36 ~~— A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit~~
37 ~~A to the Agreement and the following budgets, which are set forth for informational purposes only and~~
~~may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.~~

1		TOTAL
2	ADMINISTRATIVE COST	
3	— Indirect Costs	\$ 129,844
4	SUBTOTAL ADMINISTRATIVE COST	\$ 129,844
5		
6	PROGRAM COST	
7	— Salaries	\$ 412,907
8	— Benefits	74,323
9	— Services and Supplies	109,545
10	— Subcontractors	401,952
11	SUBTOTAL PROGRAM COST	\$ 998,726
12		
13	TOTAL GROSS COST	\$1,128,570
14		
15	REVENUE	
16	— MHS A	\$1,128,570
17	TOTAL REVENUE	\$1,128,570
18		
19	TOTAL MAXIMUM OBLIGATION	\$1,128,570

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Agreement and the following budgets, which are set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>TOTAL</u>
	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>	
ADMINISTRATIVE COST				
Indirect Costs	<u>\$ 129,844</u>	<u>\$ 129,844</u>	<u>\$ 129,844</u>	<u>\$ 389,532</u>
SUBTOTAL ADMINISTRATIVE COST	<u>\$ 129,844</u>	<u>\$ 129,844</u>	<u>\$ 129,844</u>	<u>\$ 389,532</u>
PROGRAM COST				
Salaries	<u>\$ 402,941</u>	<u>\$ 402,941</u>	<u>\$ 448,063</u>	<u>\$1,253,945</u>
Benefits	<u>72,498</u>	<u>72,498</u>	<u>67,561</u>	<u>212,557</u>
Services and Supplies	<u>117,095</u>	<u>117,095</u>	<u>96,906</u>	<u>331,096</u>
Subcontractors	<u>406,192</u>	<u>406,192</u>	<u>386,196</u>	<u>1,198,580</u>
SUBTOTAL PROGRAM COST	<u>\$ 998,726</u>	<u>\$ 998,726</u>	<u>\$ 998,726</u>	<u>\$2,996,178</u>
TOTAL GROSS COST	<u>\$ 1,128,570</u>	<u>\$ 1,128,570</u>	<u>\$1,128,570</u>	<u>\$3,385,710</u>

1	<u>REVENUE</u>				
2	<u>MHSA</u>	<u>\$ 1,128,570</u>	<u>\$ 1,128,570</u>	<u>\$1,128,570</u>	<u>\$3,385,710</u>
3	<u>TOTAL REVENUE</u>	<u>\$ 1,128,570</u>	<u>\$ 1,128,570</u>	<u>\$1,128,570</u>	<u>\$3,385,710</u>
4					
5	<u>TOTAL MAXIMUM OBLIGATION</u>	<u>\$ 1,128,570</u>	<u>\$ 1,128,570</u>	<u>\$1,128,570</u>	<u>\$3,385,710</u>

6

7 B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds

8 between budgeted line items for the purpose of meeting specific program needs or for providing

9 continuity of care to its Participants, by utilizing a Budget/Staffing Modification Request form provided

10 by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing

11 Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a

12 justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and

13 the sustaining annual impact of the shift as may be applicable to the current contract period and/or future

14 contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification

15 Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of

16 CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing

17 Modification Request(s) may result in disallowance of those costs.

18 C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete

19 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type

20 of service for which payment is claimed. Any apportionment of or distribution of costs, including

21 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will

22 be made in accordance with GAAP.

23 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the

24 Budget Paragraph of this Exhibit A to the Agreement.

25

26 **III. PAYMENTS**

27 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$94,047

28 per month. All payments are interim payments only, and subject to Final Settlement in accordance with

29 the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the

30 actual cost of providing the services hereunder; provided, however, the total of such payments does not

31 exceed COUNTY's Maximum Obligation as specified in the Referenced Contract Provisions of the

32 Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY,

33 state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for

34 any month for which the provisional amount specified above has not been fully paid.

35 1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and

36 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement.

37 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to

1 CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

2 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
3 provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may
4 reduce payments to CONTRACTOR by an amount not to exceed the difference between the
5 year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost
6 incurred by CONTRACTOR.

7 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
8 provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR
9 may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to
10 exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and
11 the year-to-date actual cost incurred by CONTRACTOR.

12 B. CONTRACTOR's invoices shall be on a form approved or supplied by ADMINISTRATOR
13 and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th)
14 day of each month. Invoices received after the due date may not be paid within the same month.
15 Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days
16 after receipt of the correctly completed invoice.

17 C. All invoices to COUNTY shall be supported at CONTRACTOR's facility, by source
18 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,
19 canceled checks, receipts, receiving records, and records of services provided.

20 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
21 with any provision of the Agreement.

22 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
23 and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or
24 specifically agreed upon in a subsequent Agreement.

25 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
26 Payments Paragraph of this Exhibit A to the Agreement.

27 28 **IV. REPORTS**

29 **A. FISCAL**

30 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
31 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
32 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described
33 in the Services Paragraph of this Exhibit A to the Agreement. Any changes, modifications, or
34 deviations to any approved budget line item must be approved in advance and in writing by
35 ADMINISTRATOR and annotated on the monthly Expenditure and Revenue Report, or said cost
36 deviations may be subject to disallowance. Such reports shall be received by ADMINISTRATOR no
37 later than twenty (20) calendar days following the end of the month being reported.

1 2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday
2 8:00 a.m. – 5:00 p.m. throughout the year, and maintain the capability to provide services in the evening
3 hours until 8:00 p.m. and on weekends in order to accommodate individuals and families unable to
4 participate during regular business hours. CONTRACTOR's holiday schedule shall be consistent with
5 COUNTY's holiday schedule unless otherwise approved in writing by ADMINISTRATOR.

6 3. CONTRACTOR shall provide Outreach and Engagement services in the southern region(s)
7 and should provide the majority of the services out in the field within the communities that the
8 CONTRACTOR is serving. CONTRACTOR shall make every reasonable effort to provide at least
9 seventy-five (75) percent of all group activities throughout the county at community locations other than
10 the designated facility. Other locations may include, but not be limited to, homes, schools, apartment
11 complexes, community and senior centers, religious organizations (mosques, churches, temples, etc.),
12 parks, grocery stores, business locations, coffee shops, laundromats, health fairs, shelters, gathering
13 places for the homeless, hospitals and other community locations appropriate for the provision of
14 services.

15 B. OUTREACH AND ENGAGEMENT SERVICES

16 1. CONTRACTOR shall provide Outreach and Engagement Services to residents of all ages
17 in the southern region of Orange County as designated by the ADMINISTRATOR. Services will be
18 designed to prevent the development of mental health conditions or intervene early in their
19 manifestation to prevent conditions from becoming worse. Specifically, services shall be designed to
20 reach individuals who are hard to reach in traditional ways because of cultural or linguistic barriers.
21 These may include but not be limited to: children, transitional age youth, adults, older adults;
22 Participants from social services or juvenile justice system; persons on probation; monolingual non-
23 English speakers; recent immigrants; refugees; homeless individuals; deaf and hard of hearing
24 individuals; lesbian, gay, bisexual and transgender, questioning, and intersex (LGBTQI).

25 2. CONTRACTOR shall provide comprehensive community outreach and engagement
26 services to promote awareness about mental health issues, build resiliency and protective factors; and
27 reduce risk factors, stressors and stigma related to mental illness; and increase support through,
28 information and resources in the community. CONTRACTOR shall disseminate mental health
29 information using a variety of methods such as face-to-face contacts in individual and/or group formats,
30 a toll-free telephone number, a website and/or social networking site(s).

31 3. OUTREACH SERVICES

32 Outreach activities shall raise awareness and educate the community regarding mental health
33 issues and available services and resources. CONTRACTOR shall focus on building rapport and trust
34 with individuals who may not be aware of available behavioral health services and would otherwise be
35 unserved or under served. CONTRACTOR shall utilize traditional and nontraditional outreach
36 methods/strategies to raise awareness, educate and reach individuals including but not limited to:

37 a. Public/Community Events Outreach: Events that are organized by other entities where

1 the public can attend and receive information about available services (i.e., health fairs, community
2 festivals).

3 b. Contractor Events: Events organized by the CONTRACTOR, typically on a much
4 smaller scale than a Public Event (i.e., setting up a table at a location in the community where staff is
5 available to provide information and Referrals) and include:

6 1) Door-to-Door Outreach: CONTRACTOR staff or volunteers going door-to-door
7 canvassing a neighborhood or apartment complex.

8 2) Street Outreach: CONTRACTOR staff or volunteers reaching out and providing
9 information to people in the community at locations they frequent (i.e., grocery stores, laundromats, bus
10 stops, religious organizations, schools, gathering places for the homeless, shelters, a street corner, etc.).

11 3) Other Outreach Events: CONTRACTOR staff or volunteers conducting
12 presentations to community organizations, schools, physician groups, parent groups, other behavioral
13 health programs, etc., to promote the program and community services and resources. These events also
14 include CONTRACTOR staff or volunteers organizing smaller health fairs and community events to
15 educate and raise awareness in the community.

16 4. ENGAGEMENT SERVICES

17 CONTRACTOR shall conduct engagement services including screening and assessment,
18 individual interventions, as well as case management and resource development for those individuals
19 with greater needs. CONTRACTOR shall include evidence-based, promising and community defined
20 practices and may be presented in individual, group or family formats. Activities shall be culturally and
21 linguistically appropriate and will be facilitated in the community. CONTRACTOR shall conduct the
22 following engagement activities:

23 a. Individual Interventions: Include strategies or services rendered to a Participant on a
24 person-to-person level that include but are not limited to crisis intervention, individual client education,
25 individual skill development (e.g., coping skills, stress management techniques, job skills development,
26 etc.), needs assessment, wellness/case management service plan development and follow up, short-term
27 counseling services and life coaching to address individualized goals and objectives.

28 b. Educational and Skills Building Workshops/Presentations: A meeting of two (2) or
29 more Participants which has a focus of providing information and/or teaching a skill on topics which
30 include, but are not limited to, the signs and symptoms of mental health conditions, stress and anger
31 management, domestic violence, grief and loss, building protective factors, substance abuse, time
32 management and stigma reduction, etc. These classes shall include age-relevant topics, including but
33 not limited to, parenting, transition from childhood to adulthood, conflict resolution, relationship
34 building, job skills development, and navigating behavioral health systems.

35 c. Support Group: A meeting/group, consisting of two (2) or more Participants that allow
36 them to interact/provide support for each other and/or receive short-term counseling. Socialization or
37 support groups can be facilitated by clinicians, staff, volunteers, or Participants for the purpose of

1 reducing isolation and depression and promoting mutual support, socialization, and connectedness.

2 d. Referrals and Linkages: A service is considered a referral when a Participant receives
3 program and contact information for services or programs (health care, behavioral health, and/or other
4 support services). Linkage is when a Participant is connected to services through a warm hand-off or
5 follow-up to ensure the connection was made. CONTRACTOR shall obtain Participants' consent prior
6 to linking or transferring Participants to another service provider or community resources.

7 5. TRIAGE SYSTEM for ENGAGEMENT: CONTRACTOR shall utilize a Triage System
8 that constitutes of a services continuum that is based on an established level of risk based on screening
9 of Participants.

10 a. Level I shall include Participants identified with having the lowest risk or need for
11 resources and/or mental health services.

12 b. Level II shall include Participants who obtain a risk screening score indicating mild to
13 moderate acuity levels and in need of more intensive services than Level I provides.

14 c. Level III shall include Participants who obtain a risk screening score indicating
15 moderate to high acuity levels and in need of more intensive services than Level II provides.

16 d. Participants in Levels II and III will be enrolled and an intake will be completed.

17 e. Assessment of risk factors associated with the development of a behavioral health
18 condition or the presence of early signs of emotional or, behavioral health issues, or co-occurring
19 disorders must be completed for Participants in Levels II and III. Additionally, a Clinical Assessment
20 must be completed for Participants in Level III.

21 f. A valid consent to services shall be obtained from Participants in Levels II and III.

22 g. An individualized Wellness Plan that includes identification of areas of strengths,
23 support systems, and any other protective factors, Participant-centered goals, objectives, and specific
24 strategies must be completed for Participants in Levels II and III.

25 h. Participants in Levels II and III shall receive case management services that will
26 include coordination to monitor ongoing progress toward set Wellness Plan goals and objectives, and
27 update the wellness plan as deemed appropriate and coordination of collateral support services.

28 i. Participants in Level III must receive appropriate clinical intervention such as mental
29 health counseling and clinical case management.

30 6. CONTRACTOR shall provide a toll-free number, and a website and/or social networking
31 site to promote access to outreach and engagement services. CONTRACTOR shall maintain a main
32 phone number that is staffed during all open hours of operation by culturally competent staff members
33 who are able to assess the callers' needs and schedule an appropriate outreach and engagement response
34 within a 24 hour period during business hours of operation.

35 7. TRANSPORTATION SERVICES

36 CONTRACTOR shall provide transportation support that includes utilizing agency-owned
37 and operated vans/vehicles, and bus passes or gas vouchers to assist Participants in meeting goals and

1 objectives as set forth in the individualized wellness plans.

2 8. CONTRACTOR shall develop and distribute behavioral health materials, which may
3 include but not be limited to brochures, pamphlets, handouts, and fact sheets to individuals, groups and
4 organizations.

5 9. CONTRACTOR shall customize presentation topics to appeal to distinct audiences such as
6 children, youth, adults, older adults, persons with limited English proficiency, veterans, the deaf and
7 hard of hearing, and LGBTQI. Presentation topics shall at a minimum include: signs and symptoms of
8 commonly diagnosed behavioral health disorders including co-occurring disorders across a lifespan,
9 common treatment strategies and community resources, stress and anger management, stigma reduction
10 and other relevant behavioral health and wellness relevant topics.

11 10. CONTRACTOR shall make every reasonable effort to accommodate Participants'
12 developmental, cultural and linguistic needs. In the event that such needs cannot be immediately met,
13 CONTRACTOR shall seek assistance from other Outreach and Engagement Service providers,
14 community resources or COUNTY.

15 11. CONTRACTOR shall actively collaborate, coordinate, and integrate preventive and early
16 intervention services with other Outreach and Engagement service providers, the COUNTY, and
17 community-based organizations to meet the needs of the Participants and the community and include
18 regular communication and collaboration to manage community needs.

19 C. UNITS OF SERVICE

20 CONTRACTOR shall achieve, track and record at a minimum, the following units of service.

Units of Service	Contracted Units
Outreach	
Contacts	25,000
Events	1,500
Engagement	20,000

28 D. OUTCOME MEASURES

29 1. CONTRACTOR shall complete all surveys, tools and pre/post tests for measurement of
30 outcomes of services, as requested by the ADMINISTRATOR. Measures may include, but are not
31 limited to, the PROMIS Global Mental Health, Personal Growth Initiative Scale-II (PGIS-II),),
32 Substance Abuse & Mental Health Screening Tool (SAMHST) follow up measures, Educational
33 Feedback Survey and Participant Satisfaction Survey.

34 2. CONTRACTOR shall strive to meet the following outcome measure goals for their
35 program and applicable to the population being served:

- 36 a. On average, Participants will report a significant improvement in quality of life.
37

b. On average, Participants will demonstrate a significant increase in behavioral health competencies in at least one area.

c. On average, Participants will demonstrate a significant decrease in the severity of behavioral health symptoms.

d. A minimum of thirty (30) percent of referrals will result in a linkage to a supportive service.

3. CONTRACTOR shall track and implement ADMINISTRATOR approved outcome measures across all services. Outcome measures shall include, but not limited to, the increase in awareness and knowledge about behavioral health conditions, increase in knowledge about community resources available to help with behavioral health and co-occurring issues, improvement in quality of life, and service satisfaction.

4. CONTRACTOR shall utilize ADMINISTRATOR approved forms to collect pertinent data, which would be entered and analyzed for Participant’s level of satisfaction, program management, and quality improvement purposes. In addition, CONTRACTOR shall utilize any data collection systems for tracking Participant enrollment, demographics, trends, and service utilization.

5. CONTRACTOR shall develop a system to track and record the following demographics: number of individuals served based on age groups; race and ethnicity; primary language; individuals who identify as LGBTQI; veterans; and others such as hearing impaired.

6. CONTRACTOR shall, on an ongoing basis and in partnership with ADMINISTRATOR, develop, modify, and incorporate different/additional outcome measurements, as approved by ADMINISTRATOR.

7. CONTRACTOR shall provide ADMINISTRATOR with monthly data reports, or as needed upon request of ADMINISTRATOR.

8. CONTRACTOR shall conduct on-going evaluations of the program and provide analysis to ADMINISTRATOR on a regular basis and in a format agreeable to ADMINISTRATOR

E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Agreement.

VI. STAFFING

~~—A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours work per week.~~

PROGRAM	FTE
—Program Director	0.50
—Program Supervisor	0.50
—Associate Clinical Director	0.03
—Licensed Clinician/Clinical Supervisor	4.00

Trainers	4.50
Administrative Specialist	1.00
Administrative Assistant	1.00
Volunteer Coordinator	0.10
SUBTOTAL PROGRAM FTE	8.63
SUBCONTRACTORS	6.58
GRAND TOTAL FTE	15.21

A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours work per week.

<u>PROGRAM</u>	<u>FTE</u>
<u>Program Director</u>	<u>0.50</u>
<u>Bilingual Clinician</u>	<u>1.00</u>
<u>Associate Clinical Director</u>	<u>0.05</u>
<u>Trainers</u>	<u>3.50</u>
<u>Trainer Lead Specialist</u>	<u>1.00</u>
<u>Lead Specialist Liaison</u>	<u>1.00</u>
<u>Administrative Specialist</u>	<u>1.00</u>
<u>Administrative Assistant</u>	<u>1.00</u>
<u>SUBTOTAL PROGRAM FTE</u>	<u>9.05</u>
<u>SUBCONTRACTORS</u>	<u>6.29</u>
<u>GRAND TOTAL FTE</u>	<u>15.34</u>

B. CONTRACTOR shall ensure that staff who provides Outreach and Engagement Services is trained to provide services such as: street and door-to-door outreach, case management, support group facilitation, and group education facilitation and trained to meet the needs specific to the program's target populations.

C. CONTRACTOR shall make its best effort to include bilingual/bicultural services to meet the diverse needs of the community threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained. Any staffing vacancies occurring at a time when bilingual and bicultural composition of the staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used

1 to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in
2 advance, by ADMINISTRATOR.

3 D. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a
4 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
5 shall maintain documents of such efforts which may include; but not be limited to: records of
6 participation in COUNTY-sponsored or other applicable Training; recruitment and hiring Policy and
7 Procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of
8 measures taken to enhance accessibility for, and sensitivity to, individuals who are physically
9 challenged.

10 E. CONTRACTOR is highly encouraged to augment the above paid staff with qualified and
11 trained volunteers and/or interns upon written approval of ADMINISTRATOR. CONTRACTOR shall
12 provide ongoing supervision to volunteers and/or interns consistent with the prevailing educational and
13 practice standards or as specified by ADMINISTRATOR.

14 F. CONTRACTOR shall maintain personnel files for each staff member, both administrative and
15 programmatic, both direct and indirect, which shall include, but not be limited to, an application for
16 employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if
17 applicable), pay rate and evaluations justifying pay increases.

18 G. CONTRACTOR shall establish clear Policy and Procedures pertaining to staff's work location
19 options (i.e. office vs. field/home) and equipment usage (e.g., cell phones, texting devices, and
20 computers). The Policy and Procedures shall address at the minimum the following:

- 21 1. Eligibility and selection criteria;
- 22 2. Staff's field/home on-duty conduct and responsibilities;
- 23 3. Supervision plan of staff and equipment including emergency procedure; and
- 24 4. Confidentiality and records keeping.

25 H. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
26 any staffing vacancies that occur during the term of the Agreement.

27 I. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in
28 advance, of any new staffing changes; including promotions, temporary FTE changes and internal or
29 external temporary staffing assignment requests that occur during the term of the Agreement.

30 J. CONTRACTOR shall ensure that all staff, albeit paid or unpaid, complete necessary training
31 prior to discharging duties associated with their titles and any other training necessary to assist the
32 CONTRACTOR and COUNTY to be in compliance with prevailing standards of practice as well as
33 State and Federal regulatory requirements.

34 K. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, albeit paid
35 or unpaid, direct line staff or supervisors/directors, to enhance service quality and program
36 effectiveness. Supervision methods should include debriefings and consultation as needed, individual
37 supervision or one-on-one support, and team meetings. Supervision should be provided by a supervisor

1 | who has extensive knowledge regarding mental health issues.

2 | L. ADMINISTRATOR shall provide, or cause to be provided, training and ongoing consultation to
3 | CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR
4 | Standards of Care practices, Policy and Procedures, documentation standards and any State regulatory
5 | requirements.

6 | M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
7 | Staffing Paragraph of this Exhibit A to the Agreement.

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1 EXHIBIT B
 2 TO AGREEMENT FOR PROVISION OF
 3 OUTREACH AND ENGAGEMENT SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 WESTERN YOUTH SERVICES
 8 JULY 1, 2019 THROUGH JUNE 30, 2020
 9

10 **I. BUSINESS ASSOCIATE CONTRACT**

11 A. GENERAL PROVISIONS AND RECITALS

12 1. The parties agree that the terms used, but not otherwise defined in the Common Terms and
 13 Definitions Paragraph of Exhibit A, B, and C to the Agreement or in Subparagraph B below, shall have
 14 the same meaning given to such terms under HIPAA, the HITECH Act, and their implementing
 15 regulations at 45 CFR Parts 160 and 164 HIPAA regulations as they may exist now or be hereafter
 16 amended.

17 2. The parties agree that a business associate relationship under HIPAA, the HITECH Act,
 18 and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that
 19 CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of
 20 COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of
 21 “Business Associate” in 45 CFR § 160.103.

22 3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the
 23 terms of the Agreement, some of which may constitute PHI, as defined below in Subparagraph B.10, to
 24 be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the
 25 Agreement.

26 4. The parties intend to protect the privacy and provide for the security of PHI that may be
 27 created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance
 28 with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH
 29 Act, and the HIPAA regulations as they may exist now or be hereafter amended.

30 5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA
 31 regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by
 32 other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

33 6. The parties understand that the HIPAA Privacy and Security rules, as defined below in
 34 Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the
 35 covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the
 36 terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to
 37 CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the

1 Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and
2 electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

3 B. DEFINITIONS

4 1. "Administrative Safeguards" are administrative actions, and policies and procedures, to
5 manage the selection, development, implementation, and maintenance of security measures to protect
6 electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection
7 of that information.

8 2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted
9 under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

10 a. Breach excludes:

11 1) Any unintentional acquisition, access, or use of PHI by a workforce member or
12 person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use
13 was made in good faith and within the scope of authority and does not result in further use or disclosure
14 in a manner not permitted under the Privacy Rule.

15 2) Any inadvertent disclosure by a person who is authorized to access PHI at
16 CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health
17 care arrangement in which COUNTY participates, and the information received as a result of such
18 disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

19 3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief
20 that an unauthorized person to whom the disclosure was made would not reasonably have been able to
21 retain such information.

22 b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or
23 disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach
24 unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised
25 based on a risk assessment of at least the following factors:

26 1) The nature and extent of the PHI involved, including the types of identifiers and the
27 likelihood of re-identification;

28 2) The unauthorized person who used the PHI or to whom the disclosure was made;

29 3) Whether the PHI was actually acquired or viewed; and

30 4) The extent to which the risk to the PHI has been mitigated.

31 3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy
32 Rule in 45 CFR § 164.501.

33 4. "DRS" shall have the meaning given to such term under the HIPAA Privacy Rule in
34 45 CFR § 164.501.

35 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in
36 45 CFR § 160.103.

37 6. "Health Care Operations" shall have the meaning given to such term under the HIPAA

1 Privacy Rule in 45 CFR § 164.501.

2 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in
3 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance
4 with 45 CFR § 164.502(g).

5 8. "Physical Safeguards" are physical measures, policies, and procedures to protect
6 CONTRACTOR's electronic information systems and related buildings and equipment, from natural
7 and environmental hazards, and unauthorized intrusion.

8 9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually
9 Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

10 10. "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §
11 160.103.

12 11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy
13 Rule in 45 CFR § 164.103.

14 12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or
15 his or her designee.

16 13. "Security Incident" means attempted or successful unauthorized access, use, disclosure,
17 modification, or destruction of information or interference with system operations in an information
18 system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans,
19 "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by
20 CONTRACTOR.

21 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of
22 electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

23 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in
24 45 CFR § 160.103.

25 16. "Technical safeguards" means the technology and the policy and procedures for its use that
26 protect electronic PHI and control access to it.

27 17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable,
28 unreadable, or indecipherable to unauthorized individuals through the use of a technology or
29 methodology specified by the Secretary of Health and Human Services in the guidance issued on the
30 HHS Web site.

31 18. "Use" shall have the meaning given to such term under the HIPAA regulations in
32 45 CFR § 160.103.

33 **C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:**

34 1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to
35 CONTRACTOR other than as permitted or required by this Business Associate Contract or as required
36 by law.

37 2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business

1 Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to
 2 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
 3 other than as provided for by this Business Associate Contract.

4 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR
 5 Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
 6 creates, receives, maintains, or transmits on behalf of COUNTY.

7 4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is
 8 known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the
 9 requirements of this Business Associate Contract.

10 5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI
 11 not provided for by this Business Associate Contract of which CONTRACTOR becomes aware.
 12 CONTRACTOR must report Breaches of Unsecured PHI in accordance with Subparagraph E below and
 13 as required by 45 CFR § 164.410.

14 6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or
 15 transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply
 16 through this Business Associate Contract to CONTRACTOR with respect to such information.

17 7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a
 18 written request by COUNTY, to PHI in a DRS, to COUNTY or, as directed by COUNTY, to an
 19 Individual in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains an
 20 EHR with PHI, and an individual requests a copy of such information in an electronic format,
 21 CONTRACTOR shall provide such information in an electronic format.

22 8. CONTRACTOR agrees to make any amendment(s) to PHI in a DRS that COUNTY directs
 23 or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty
 24 (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY
 25 in writing no later than ten (10) calendar days after said amendment is completed.

26 9. CONTRACTOR agrees to make internal practices, books, and records, including P&Ps,
 27 relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on
 28 behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as determined by
 29 COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY's
 30 compliance with the HIPAA Privacy Rule.

31 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
 32 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
 33 and to make information related to such Disclosures available as would be required for COUNTY to
 34 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with
 35 45 CFR § 164.528.

36 //

37 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in

1 a time and manner to be determined by COUNTY, that information collected in accordance with the
 2 Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of
 3 Disclosures of PHI in accordance with 45 CFR § 164.528.

4 12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's
 5 obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the
 6 requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

7 13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by
 8 a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all
 9 employees, subcontractors, and agents who have access to the Social Security data, including
 10 employees, agents, subcontractors, and agents of its subcontractors.

11 14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a
 12 criminal proceeding for a violation of HIPAA. COUNTY may terminate the Agreement, if
 13 CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may
 14 terminate the Agreement, if a finding or stipulation that CONTRACTOR has violated any standard or
 15 requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made
 16 in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined.
 17 COUNTY will consider the nature and seriousness of the violation in deciding whether or not to
 18 terminate the Agreement.

19 15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting
 20 CONTRACTOR in the performance of its obligations under the Agreement, available to COUNTY at
 21 no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative
 22 proceedings being commenced against COUNTY, its directors, officers or employees based upon
 23 claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy,
 24 which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its
 25 subcontractor, employee, or agent is a named adverse party.

26 16. The Parties acknowledge that federal and state laws relating to electronic data security and
 27 privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to
 28 provide for procedures to ensure compliance with such developments. The Parties specifically agree to
 29 take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH
 30 Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon
 31 COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY
 32 concerning an amendment to this Business Associate Contract embodying written assurances consistent
 33 with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other
 34 applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the
 35 event:

36 //

37 a. CONTRACTOR does not promptly enter into negotiations to amend this Business

1 Associate Contract when requested by COUNTY pursuant to this subparagraph C; or

2 b. CONTRACTOR does not enter into an amendment providing assurances regarding the
3 safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of
4 HIPAA, the HITECH Act, and the HIPAA regulations.

5 17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to
6 COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph
7 B.2.a above.

8 D. SECURITY RULE

9 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish
10 and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR
11 § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to
12 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.
13 CONTRACTOR shall develop and maintain a written information privacy and security program that
14 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of
15 CONTRACTOR's operations and the nature and scope of its activities.

16 2. CONTRACTOR shall implement reasonable and appropriate policies and procedures to
17 comply with the standards, implementation specifications and other requirements of 45 CFR Part 164,
18 Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its
19 current and updated policies upon request.

20 3. CONTRACTOR shall ensure the continuous security of all computerized data systems
21 containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,
22 maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents
23 containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,
24 maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:

25 a. Complying with all of the data system security precautions listed under subparagraphs
26 E, below;

27 b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in
28 conducting operations on behalf of COUNTY;

29 c. Providing a level and scope of security that is at least comparable to the level and scope
30 of security established by the OMB in OMB Circular No. A-130, Appendix III - Security of Federal
31 Automated Information Systems, which sets forth guidelines for automated information systems in
32 Federal agencies;

33 4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or
34 transmit ePHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same
35 restrictions and requirements contained in this Subparagraph D of this Business Associate Contract.

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37 5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it

1 becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with
2 Subparagraph E below and as required by 45 CFR § 164.410.

3 6. CONTRACTOR shall designate a Security Officer to oversee its data security program who
4 shall be responsible for carrying out the requirements of this paragraph and for communicating on
5 security matters with COUNTY.

6 E. DATA SECURITY REQUIREMENTS

7 1. Personal Controls

8 a. Employee Training. All workforce members who assist in the performance of
9 functions or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI
10 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
11 behalf of COUNTY, must complete information privacy and security training, at least annually, at
12 CONTRACTOR's expense. Each workforce member who receives information privacy and security
13 training must sign a certification, indicating the member's name and the date on which the training was
14 completed. These certifications must be retained for a period of six (6) years following the termination
15 of Agreement.

16 b. Employee Discipline. Appropriate sanctions must be applied against workforce
17 members who fail to comply with any provisions of CONTRACTOR's privacy P&Ps, including
18 termination of employment where appropriate.

19 c. Confidentiality Statement. All persons that will be working with PHI COUNTY
20 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
21 COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and
22 Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the
23 workforce member prior to access to such PHI. The statement must be renewed annually. The
24 CONTRACTOR shall retain each person's written confidentiality statement for COUNTY inspection
25 for a period of six (6) years following the termination of the Agreement.

26 d. Background Check. Before a member of the workforce may access PHI COUNTY
27 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
28 COUNTY, a background screening of that worker must be conducted. The screening should be
29 commensurate with the risk and magnitude of harm the employee could cause, with more thorough
30 screening being done for those employees who are authorized to bypass significant technical and
31 operational security controls. The CONTRACTOR shall retain each workforce member's background
32 check documentation for a period of three (3) years.

33 2. Technical Security Controls

34 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY
35 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
36 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which
37 is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the

1 COUNTY.

2 b. Server Security. Servers containing unencrypted PHI COUNTY discloses to
3 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
4 must have sufficient administrative, physical, and technical controls in place to protect that data, based
5 upon a risk assessment/system security review.

6 c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY
7 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
8 COUNTY required to perform necessary business functions may be copied, downloaded, or exported.

9 d. Removable media devices. All electronic files that contain PHI COUNTY discloses to
10 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
11 must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives,
12 floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified
13 algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered “removed from the
14 premises” if it is only being transported from one of CONTRACTOR’s locations to another of
15 CONTRACTOR’s locations.

16 e. Antivirus software. All workstations, laptops and other systems that process and/or
17 store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or
18 transmits on behalf of COUNTY must have installed and actively use comprehensive anti-virus software
19 solution with automatic updates scheduled at least daily.

20 f. Patch Management. All workstations, laptops and other systems that process and/or
21 store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or
22 transmits on behalf of COUNTY must have critical security patches applied, with system reboot if
23 necessary. There must be a documented patch management process which determines installation
24 timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable
25 patches must be installed within thirty (30) calendar or business days of vendor release. Applications
26 and systems that cannot be patched due to operational reasons must have compensatory controls
27 implemented to minimize risk, where possible.

28 g. User IDs and Password Controls. All users must be issued a unique user name for
29 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
30 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password
31 changed upon the transfer or termination of an employee with knowledge of the password, at maximum
32 within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight
33 characters and must be a non-dictionary word. Passwords must not be stored in readable format on the
34 computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days.
35 Passwords must be changed if revealed or compromised. Passwords must be composed of characters
36 from at least three (3) of the following four (4) groups from the standard keyboard:

37 1) Upper case letters (A-Z)

- 1 2) Lower case letters (a-z)
- 2 3) Arabic numerals (0-9)
- 3 4) Non-alphanumeric characters (punctuation symbols)

4 h. Data Destruction. When no longer needed, all PHI COUNTY discloses to
5 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
6 must be wiped using the Gutmann or DoD 5220.22-M (7 Pass) standard, or by degaussing. Media may
7 also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods
8 require prior written permission by COUNTY.

9 i. System Timeout. The system providing access to PHI COUNTY discloses to
10 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
11 must provide an automatic timeout, requiring re-authentication of the user session after no more than
12 twenty (20) minutes of inactivity.

13 j. Warning Banners. All systems providing access to PHI COUNTY discloses to
14 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
15 must display a warning banner stating that data is confidential, systems are logged, and system use is for
16 business purposes only by authorized users. User must be directed to log off the system if they do not
17 agree with these requirements.

18 k. System Logging. The system must maintain an automated audit trail which can
19 identify the user or system process which initiates a request for PHI COUNTY discloses to
20 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
21 or which alters such PHI. The audit trail must be date and time stamped, must log both successful and
22 failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a
23 database, database logging functionality must be enabled. Audit trail data must be archived for at least 3
24 years after occurrence.

25 l. Access Controls. The system providing access to PHI COUNTY discloses to
26 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
27 must use role based access controls for all user authentications, enforcing the principle of least privilege.

28 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to
29 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
30 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
31 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files
32 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as
33 website access, file transfer, and E-Mail.

34 n. Intrusion Detection. All systems involved in accessing, holding, transporting, and
35 protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,

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37 or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a

1 comprehensive intrusion detection and prevention solution.

2 3. Audit Controls

3 a. System Security Review. CONTRACTOR must ensure audit control mechanisms that
4 record and examine system activity are in place. All systems processing and/or storing PHI COUNTY
5 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
6 COUNTY must have at least an annual system risk assessment/security review which provides
7 assurance that administrative, physical, and technical controls are functioning effectively and providing
8 adequate levels of protection. Reviews should include vulnerability scanning tools.

9 b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to
10 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
11 must have a routine procedure in place to review system logs for unauthorized access.

12 c. Change Control. All systems processing and/or storing PHI COUNTY discloses to
13 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
14 must have a documented change control procedure that ensures separation of duties and protects the
15 confidentiality, integrity and availability of data.

16 4. Business Continuity/Disaster Recovery Control

17 a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan
18 to enable continuation of critical business processes and protection of the security of PHI COUNTY
19 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
20 COUNTY kept in an electronic format in the event of an emergency. Emergency means any
21 circumstance or situation that causes normal computer operations to become unavailable for use in
22 performing the work required under this Agreement for more than 24 hours.

23 b. Data Backup Plan. CONTRACTOR must have established documented procedures to
24 backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular
25 schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of
26 the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule
27 must be a weekly full backup and monthly offsite storage of DHCS data. BCP for contractor and
28 COUNTY (e.g. the application owner) must merge with the DRP.

29 5. Paper Document Controls

30 a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
31 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left
32 unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means
33 that information is not being observed by an employee authorized to access the information. Such PHI
34 in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in
35 baggage on commercial airplanes.

36 //

37 b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to

1 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is
2 contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.

3 c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or
4 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of
5 through confidential means, such as cross cut shredding and pulverizing.

6 d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
7 creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises
8 of the CONTRACTOR except with express written permission of COUNTY.

9 e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or
10 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left
11 unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement
12 notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the
13 intended recipient before sending the fax.

14 f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or
15 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and
16 secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include
17 five hundred (500) or more individually identifiable records containing PHI COUNTY discloses to
18 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in
19 a single package shall be sent using a tracked mailing method which includes verification of delivery
20 and receipt, unless the prior written permission of COUNTY to use another method is obtained.

21 F. BREACH DISCOVERY AND NOTIFICATION

22 1. Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify
23 COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a
24 law enforcement official pursuant to 45 CFR § 164.412.

25 a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which
26 such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been
27 known to CONTRACTOR.

28 b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is
29 known, or by exercising reasonable diligence would have known, to any person who is an employee,
30 officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

31 2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY
32 Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written
33 notification within 24 hours of the oral notification.

34 3. CONTRACTOR's notification shall include, to the extent possible:

35 a. The identification of each Individual whose Unsecured PHI has been, or is reasonably
36 believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

37 b. Any other information that COUNTY is required to include in the notification to

1 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or
 2 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day
 3 period set forth in 45 CFR § 164.410 (b) has elapsed, including:

4 1) A brief description of what happened, including the date of the Breach and the date
 5 of the discovery of the Breach, if known;

6 2) A description of the types of Unsecured PHI that were involved in the Breach (such
 7 as whether full name, social security number, date of birth, home address, account number, diagnosis,
 8 disability code, or other types of information were involved);

9 3) Any steps Individuals should take to protect themselves from potential harm
 10 resulting from the Breach;

11 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to
 12 mitigate harm to Individuals, and to protect against any future Breaches; and

13 5) Contact procedures for Individuals to ask questions or learn additional information,
 14 which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

15 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
 16 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
 17 COUNTY.

18 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation
 19 of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that
 20 CONTRACTOR made all notifications to COUNTY consistent with this Subparagraph F and as
 21 required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or
 22 disclosure of PHI did not constitute a Breach.

23 6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or
 24 its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

25 7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the
 26 Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit
 27 COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as
 28 practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of
 29 the Breach to COUNTY pursuant to Subparagraph F.2 above.

30 8. CONTRACTOR shall continue to provide all additional pertinent information about the
 31 Breach to COUNTY as it may become available, in reporting increments of five (5) business days after
 32 the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable
 33 requests for further information, or follow-up information after report to COUNTY, when such request
 34 is made by COUNTY.

35 9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or
 36 other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs
 37 in addressing the Breach and consequences thereof, including costs of investigation, notification,

1 remediation, documentation or other costs associated with addressing the Breach.

2 **G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR**

3 1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR
4 as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in
5 the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done
6 by COUNTY except for the specific Uses and Disclosures set forth below.

7 a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary,
8 for the proper management and administration of CONTRACTOR.

9 b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the
10 proper management and administration of CONTRACTOR or to carry out the legal responsibilities of
11 CONTRACTOR, if:

12 1) The Disclosure is required by law; or

13 2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI
14 is disclosed that it will be held confidentially and used or further disclosed only as required by law or for
15 the purposes for which it was disclosed to the person and the person immediately notifies
16 CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has
17 been breached.

18 c. CONTRACTOR may use or further disclose PHI COUNTY discloses to
19 CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of
20 CONTRACTOR.

21 2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to
22 carry out legal responsibilities of CONTRACTOR.

23 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR
24 consistent with the minimum necessary policies and procedures of COUNTY.

25 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as
26 required by law.

27 **H. PROHIBITED USES AND DISCLOSURES**

28 1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or
29 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to
30 a health plan for payment or health care operations purposes if the PHI pertains solely to a health care
31 item or service for which the health care provider involved has been paid out of pocket in full and the
32 individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

33 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
34 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
35 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by
36 42 USC § 17935(d)(2).

37 **I. OBLIGATIONS OF COUNTY**

1 1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY's notice of
2 privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect
3 CONTRACTOR's Use or Disclosure of PHI.

4 2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission
5 by an Individual to use or disclose his or her PHI, to the extent that such changes may affect
6 CONTRACTOR's Use or Disclosure of PHI.

7 3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI
8 that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction
9 may affect CONTRACTOR's Use or Disclosure of PHI.

10 4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that
11 would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

12 J. BUSINESS ASSOCIATE TERMINATION

13 1. Upon COUNTY's knowledge of a material Breach or violation by CONTRACTOR of the
14 requirements of this Business Associate Contract, COUNTY shall:

15 a. Provide an opportunity for CONTRACTOR to cure the material Breach or end the
16 violation within thirty (30) business days; or

17 b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to
18 cure the material Breach or end the violation within (30) days, provided termination of the Agreement is
19 feasible.

20 2. Upon termination of the Agreement, CONTRACTOR shall either destroy or return to
21 COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained,
22 or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.

23 a. This provision shall apply to all PHI that is in the possession of Subcontractors or
24 agents of CONTRACTOR.

25 b. CONTRACTOR shall retain no copies of the PHI.

26 c. In the event that CONTRACTOR determines that returning or destroying the PHI is not
27 feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or
28 destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible,
29 CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit
30 further Uses and Disclosures of such PHI to those purposes that make the return or destruction
31 infeasible, for as long as CONTRACTOR maintains such PHI.

32 3. The obligations of this Business Associate Contract shall survive the termination of the
33 Agreement.

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EXHIBIT C
TO AGREEMENT FOR PROVISION OF
OUTREACH AND ENGAGEMENT SERVICES
BETWEEN
COUNTY OF ORANGE
AND
WESTERN YOUTH SERVICES
JULY 1, 2019 THROUGH JUNE 30, 2020

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

A. DEFINITIONS

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the CIPA, Civil Code § 1798.29(d).

3. "CMPPA Agreement" means the CMPPA Agreement between the SSA and CHHS.

4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the COUNTY or DHCS, received by CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Agreement on behalf of the COUNTY.

5. "IEA" shall mean the Information Exchange Agreement currently in effect between the SSA and DHCS.

6. "Notice-triggering Personal Information" shall mean the personal information identified in California Civil Code § 1798.29(e) whose unauthorized access may trigger notification requirements under California Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering PI includes PI in electronic, paper or any other medium.

7. "PII" shall have the meaning given to such term in the IEA and CMPPA.

8. "PI" shall have the meaning given to such term in California Civil Code § 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of

1 participation with respect to health care providers participating in the program, and statutes or
 2 regulations that require the production of information, including statutes or regulations that require such
 3 information if payment is sought under a government program providing public benefits.

4 10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure,
 5 modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or
 6 interference with system operations in an information system that processes, maintains or stores PI.

7 B. TERMS OF AGREEMENT

8 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as
 9 otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform
 10 functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the
 11 Agreement provided that such use or disclosure would not violate the CIPA if done by the COUNTY.

12 2. Responsibilities of CONTRACTOR

13 CONTRACTOR agrees:

14 a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or
 15 required by this Personal Information Privacy and Security Contract or as required by applicable state
 16 and federal law.

17 b. Safeguards. To implement appropriate and reasonable administrative, technical, and
 18 physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect
 19 against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use
 20 or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and
 21 Security Contract. CONTRACTOR shall develop and maintain a written information privacy and
 22 security program that include administrative, technical and physical safeguards appropriate to the size
 23 and complexity of CONTRACTOR's operations and the nature and scope of its activities, which
 24 incorporate the requirements of Subparagraph (c), below. CONTRACTOR will provide COUNTY with
 25 its current policies upon request.

26 c. Security. CONTRACTOR shall ensure the continuous security of all computerized
 27 data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing
 28 DHCS PI and PII. These steps shall include, at a minimum:

29 1) Complying with all of the data system security precautions listed in Subparagraph
 30 E of the Business Associate Contract, Exhibit B to the Agreement; and

31 2) Providing a level and scope of security that is at least comparable to the level and
 32 scope of security established by the Office of Management and Budget in OMB Circular No. A-130,
 33 Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for
 34 automated information systems in Federal agencies.

35 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
 36 CONTRACTOR shall also comply with the substantive privacy and security requirements in the
 37 CMPPA Agreement between the SSA and the CHHS and in the Agreement between the SSA and

1 DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security
2 requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic
3 Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local
4 Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that
5 any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree
6 to the same requirements for privacy and security safeguards for confidential data that apply to
7 CONTRACTOR with respect to such information.

8 d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful
9 effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or
10 its subcontractors in violation of this Personal Information Privacy and Security Contract.

11 e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and
12 conditions set forth in this Personal Information and Security Contract on any subcontractors or other
13 agents with whom CONTRACTOR subcontracts any activities under the Agreement that involve the
14 disclosure of DHCS PI or PII to such subcontractors or other agents.

15 f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or
16 COUNTY for purposes of oversight, inspection, amendment, and response to requests for records,
17 injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives
18 DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or
19 DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including
20 employees, contractors and agents of its subcontractors and agents.

21 g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist
22 the COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the
23 CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS
24 PI, production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such
25 Breach to the affected individual(s).

26 h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR
27 agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII
28 or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI
29 and PII or security incident in accordance with Subparagraph F, of the Business Associate Contract,
30 Exhibit B to the Agreement.

31 i. Designation of Individual Responsible for Security. CONTRACTOR shall designate
32 an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for
33 carrying out the requirements of this Personal Information Privacy and Security Contract and for
34 communicating on security matters with the COUNTY.

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1 EXHIBIT D
 2 TO AGREEMENT FOR PROVISION OF
 3 OUTREACH AND ENGAGEMENT SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 WESTERN YOUTH SERVICES
 8 JULY 1, 2019 THROUGH JUNE 30, 2020

9
10 **CERTIFICATION REGARDING ANTI-LOBBYING**

11 Certification for Contracts, Grants, Loans, and Cooperative Agreements

12
13 The undersigned certifies, to the best of his or her knowledge and belief, that:

14
15 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the
16 undersigned, to any person for influencing or attempting to influence an officer or employee of an
17 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of
18 Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the
19 making of any Federal loan, the entering into of any cooperative agreement, and the extension,
20 continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative
21 agreement.

22 2. If any funds other than Federal appropriated funds have been paid or will be paid to any
23 person for influencing or attempting to influence an officer or employee of any agency, a Member of
24 Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection
25 with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and
26 submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

27 3. The undersigned shall require that the language of this certification be included in the
28 award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under
29 grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose
30 accordingly.

31
32 This certification is a material representation of fact upon which reliance was placed when this
33 transaction was made or entered into. Submission of this certification is a prerequisite for making or
34 entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file
35 the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than
36 \$100,000 for each such failure.

