

~~AMENDMENT NO. 6
TO
CONTRACT NO. MA-042-20011015
FOR
CRISIS INTERVENTION TRAINING FOR PUBLIC SAFETY PERSONNEL SERVICES~~

~~This Amendment (“Amendment No. 6”) to Contract No. MA-042-20011015 for Crisis Intervention Training for Public Safety Personnel Services is made and entered into on July 1, 2023 (“Effective Date”) between Western Youth Services (“Contractor”), with a place of business at 23461 S. Point Dr. 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**, the Parties executed Contract No. MA-042-20011015 for Crisis Intervention Training for Public Safety Personnel Services, effective July 1, 2020 through June 30, 2023, in an amount not to exceed \$1,485,000 (“Contract”); and~~

~~**WHEREAS**, the Parties executed Amendment No. 1 to include Federal Emergency Management Agency (FEMA) provisions to the 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~~

~~**WHEREAS**, the Parties executed Amendment No. 2 to amend Exhibit A of the Contract; and~~

~~**WHEREAS**, the Parties executed Amendment No. 3 to exercise the contract contingency amount to increase the Period Two Amount Not to Exceed and Period Three Amount Not to Exceed each by \$26,250 from \$480,000 to \$506,250, for a revised cumulative contract total amount not to exceed \$1,537,500, and to amend Exhibit A to reflect this increase; and~~

~~**WHEREAS**, the Parties executed Amendment No. 4 to amend Exhibit A, Paragraph V. Services, of the Contract; and~~

~~**WHEREAS**, the Parties executed Amendment No. 5 to amend Exhibit A of the Contract; and~~

~~**WHEREAS**, the Parties now desire to enter into this Amendment No. 6 to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract and to amend Paragraph VII. and Exhibit A of the Contract.~~

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

AMENDMENT NO. 7
to
CONTRACT NO. MA-042-20011015
FOR
CRISIS INTERVENTION TRAINING FOR PUBLIC SAFETY PERSONNEL SERVICES

This Amendment (“Amendment No. 7”) to Contract No. MA-042-21010191 for Crisis Intervention Training for Public Safety Personnel Services is made and entered into on July 1, 2024 (“Effective Date”) between Western Youth Services (“Contractor”), with a place of business at 23461 S. Point Dr. 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, the Parties executed Contract No. MA-042-20011015 for Crisis Intervention Training for Public Safety Personnel Services, effective July 1, 2020 through June 30, 2023, in an amount not to exceed \$1,485,000 (“Contract”);

WHEREAS, the Parties executed Amendment No. 1 to include Federal Emergency Management Agency (FEMA) provisions to the 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;

WHEREAS, the Parties executed Amendment No. 2 to amend Exhibit A of the Contract;

WHEREAS, the Parties executed Amendment No. 3 to exercise the contract contingency amount to increase the Period Two Amount Not to Exceed and Period Three Amount Not to Exceed each by \$26,250 from \$480,000 to \$506,250, for a revised cumulative contract total amount not to exceed \$1,537,500, and to amend Exhibit A to reflect this increase;

WHEREAS, the Parties executed Amendment No. 4 to amend Exhibit A, Paragraph V. Services, of the Contract;

WHEREAS, the Parties executed Amendment No. 5 to amend Exhibit A of the Contract;

WHEREAS, the Parties executed Amendment No. 6 to renew the Contract for one year, effective July 1, 2023 through June 30, 2024, in an amount not to exceed \$570,836, for a revised cumulative contract total amount not to exceed \$2,108,336, and to amend Paragraph VII. and Exhibit A of the Contract; and

WHEREAS, the Parties now desire to enter into this Amendment No. 7 to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract and to amend Paragraph VII. and Exhibit A of the Contract.

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

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CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Contents.....	2
Referenced Contract Provisions	4
I. Acronyms	6
II. Alteration of Terms.....	8
III. Amount Not to Exceed	9
IV. Assignment of Debts.....	9
V. Compliance	9
VI. Confidentiality.....	12
VII. Conflict of Interest	13
VIII. Cost Report.....	13
IX. Delegation, Assignment and Subcontracts.....	15
X. Dispute Resolution.....	17
XI. Employee Eligibility Verification	18
XII. Equipment	18
XIII. Facilities, Payments and Services.....	19
XIV. Indemnification and Insurance	20
XV. Inspections and Audits.....	27
XVI. Licenses and Laws	28
XVII. Literature, Advertisements, and Social Media.....	30
XVIII. Minimum Wage Laws	31
XIX. Nondiscrimination.....	31
XX. Notices.....	34
XXI. Notification of Death	34
XXII. Notification of Public Events and Meetings	35
XXIII. Records Management and Maintenance	35
XXIV. Research and Publication.....	37
XXV. Severability.....	37
XXVI. Special Provisions	37
XXVII. Status of Contractor	38
XXVIII. Term	38
XXIX. Termination	39
XXX. Third Party Beneficiary	41

CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

<u>PARAGRAPH</u>	PAGE
XXXI. Waiver of Default or Breach.....	41
XXXII. Clean Air Act And The Federal Water Pollution Control Act	42
XXXIII. Suspension and Debarment.....	42
XXXIV. Byrd Anti-Lobbying Amendment	43
XXXV. Procurement of Recovered Materials	43
XXXVI. Access To Records.....	43
XXXVII. Department of Homeland Security (DHS) Seal, Logo, And Flags	44
XXXVIII. Compliance with Federal Law, Regulations, And Executive Orders.....	44
XXXIX. No Obligation by Federal Government	44
XL. Program Fraud and False Or Fraudulent Statements Or Related Acts.....	44
XLI. Single Audit Requirement	44
Signature Page.....	45
 <u>EXHIBIT A</u>	
I. Common Terms and Definitions	1
II. Budget	3
III. Payments	5
IV. Reports.....	7
V. Services	8
VI. Staffing	22
 <u>EXHIBIT B</u>	
I. Business Associate Contract.....	1
 <u>EXHIBIT C</u>	
I. Personal Information Privacy and Security Contract.....	1

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REFERENCED CONTRACT PROVISIONS**Term:** July 1, 2020 through June 30, 2023**Period One:** July 1, 2020 through June 30, 2021**Period Two:** July 1, 2021 through June 30, 2022**Period Three:** July 1, 2022 through June 30, 2023**Amount Not To Exceed:**—

Period One Amount Not to Exceed:	\$ 525,000
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Period Two Amount Not to Exceed:	480,000
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Period Three Amount Not to Exceed:	480,000
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TOTAL AMOUNT NOT TO EXCEED:	\$1,485,000
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Term: July 1, 2020 through June 30, 2024**Period One** means the period from July 1, 2020 through June 30, 2021**Period Two** means the period from July 1, 2021 through June 30, 2022**Period Three** means the period from July 1, 2022 through June 30, 2023**Period Four** means the period from July 1, 2023 through June 30, 2024**Amount Not to Exceed:**

Period One Amount Not to Exceed:	\$ 525,000
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Period Two Maximum Obligation:	506,250
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Period Three Amount Not to Exceed:	506,250
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Period Four Amount Not to Exceed:	570,836
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TOTAL AMOUNT NOT TO EXCEED:	\$2,108,336
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Basis for Reimbursement: Actual Cost**Payment Method:** Monthly in Arrears**CONTRACTOR DUNS Number:** 05-866-6934**CONTRACTOR TAX ID Number:** 95-3407054

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1 **Notices to COUNTY and CONTRACTOR:**

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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	Coronavirus Relief Fund (CRF)	US Department of Treasury	4/22/2020	N/A or 10% de minimis rate	\$554,133,765	N

12

13 COUNTY: County of Orange

14 Health Care Agency

15 Contract Services

16 405 West 5th Street, Suite 600

17 Santa Ana, CA 92701-4637

18

19 CONTRACTOR: Western Youth Services

20 23461 South Pointe Drive, Suite 220

21 Laguna Hills, CA 92653

22 Contact: Lorraine Leigh Belhumeur, PH.D., CEO

23 Contact email: lleigh@westernyouthservices.org

24

25 **I. ACRONYMS**

26 The following standard definitions are for reference purposes only and may or may not apply in

27 their entirety throughout this Contract:

- 28 A. AB 109 Assembly Bill 109, 2011 Public Safety Realignment
- 29 B. AIDS Acquired Immune Deficiency Syndrome
- 30 C. ARRA American Recovery and Reinvestment Act of 2009
- 31 D. ASAM PPC American Society of Addiction Medicine Patient Placement Criteria
- 32 E. ASI Addiction Severity Index
- 33 F. ASRS Alcohol and Drug Programs Reporting System
- 34 G. BHS Behavioral Health Services
- 35 H. CalOMS California Outcomes Measurement System
- 36 I. CalWORKs California Work Opportunity and Responsibility for Kids
- 37 J. CAP Corrective Action Plan

1	K. CCC	California Civil Code
2	L. CCR	California Code of Regulations
3	M. CESI	Client Evaluation of Self at Intake
4	N. CEST	Client Evaluation of Self and Treatment
5	O. CFDA	Catalog of Federal Domestic Assistance
6	P. CFR	Code of Federal Regulations
7	Q. CHPP	COUNTY HIPAA Policies and Procedures
8	R. CHS	Correctional Health Services
9	S. COI	Certificate of Insurance
10	T. CPA	Certified Public Accountant
11	U. CSW	Clinical Social Worker
12	V. DHCS	California Department of Health Care Services
13	W. D/MC	Drug/Medi-Cal
14	X. DPFS	Drug Program Fiscal Systems
15	Y. DRS	Designated Record Set
16	Z. EEOC	Equal Employment Opportunity Commission
17	AA. EHR	Electronic Health Records
18	AB. EOC	Equal Opportunity Clause
19	AC. ePHI	Electronic Protected Health Information
20	AD. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
21	AE. FFS	Fee For Service
22	AF. FSP	Full Service Partnership
23	AG. FTE	Full Time Equivalent
24	AH. GAAP	Generally Accepted Accounting Principles
25	AI. HCA	County of Orange Health Care Agency
26	AJ. HHS	Federal Health and Human Services Agency
27	AK. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
28		Law 104-191
29	AL. HITECH	Health Information Technology for Economic and Clinical Health
30		Act, Public Law 111-005
31	AM. HIV	Human Immunodeficiency Virus
32	AN. HSC	California Health and Safety Code
33	AO. IRIS	Integrated Records and Information System
34	AP. ITC	Indigent Trauma Care
35	AQ. LCSW	Licensed Clinical Social Worker
36	AR. MAT	Medication Assisted Treatment
37	AS. MFT	Marriage and Family Therapist

1	AT. MH	Mental Health
2	AU. MHP	Mental Health Plan
3	AV. MHS	Mental Health Specialist
4	AW. MHSA	Mental Health Services Act
5	AX. MSN	Medical Safety Net
6	AY. NIH	National Institutes of Health
7	AZ. NPI	National Provider Identifier
8	BA. NPPEs	National Plan and Provider Enumeration System
9	BB. OCR	Federal Office for Civil Rights
10	BC. OIG	Federal Office of Inspector General
11	BD. OMB	Federal Office of Management and Budget
12	BE. OPM	Federal Office of Personnel Management
13	BF. P&P	Policy and Procedure
14	BG. PA DSS	Payment Application Data Security Standard
15	BH. PATH	Projects for Assistance in Transition from Homelessness
16	BI. PC	California Penal Code
17	BJ. PCI DSS	Payment Card Industry Data Security Standards
18	BK. PCS	Post-Release Community Supervision
19	BL. PHI	Protected Health Information
20	BM. PII	Personally Identifiable Information
21	BN. PRA	California Public Records Act
22	BO. PSC	Professional Services Contract System
23	BP. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
24	BQ. SIR	Self-Insured Retention
25	BR. SMA	Statewide Maximum Allowable (rate)
26	BS. SOW	Scope of Work
27	BT. SUD	Substance Use Disorder
28	BU. UMDAP	Uniform Method of Determining Ability to Pay
29	BV. UOS	Units of Service
30	BW. USC	United States Code
31	BX. WIC	Women, Infants and Children

II. ALTERATION OF TERMS

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

B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the terms of

1 this Contract or any Exhibits, whether written or verbal, made by the Parties, their officers, employees
 2 or agents shall be valid unless made in the form of a written amendment to this Contract, which has been
 3 formally approved and executed by both Parties.

4 5 **III. AMOUNT NOT TO EXCEED**

6 A. The Total Amount Not To Exceed of COUNTY for services provided in accordance with this
 7 Contract, and the separate Amount Not To Exceed for each period under this Contract, are as specified
 8 in the Referenced Contract Provisions of this Contract.

9 B. ADMINISTRATOR may amend the Amount Not To Exceed by an amount not to exceed ten
 10 percent (10%) of Period One funding for this Contract.

11 12 **IV. ASSIGNMENT OF DEBTS**

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

20 21 **V. COMPLIANCE**

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

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

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

- 34 a. Designation of a Compliance Officer and/or compliance staff.
- 35 b. Written standards, policies and/or procedures.
- 36 c. Compliance related training and/or education program and proof of completion.
- 37 d. Communication methods for reporting concerns to the Compliance Officer.

- e. Methodology for conducting internal monitoring and auditing.
- f. Methodology for detecting and correcting offenses.
- g. Methodology/Procedure for enforcing disciplinary standards.

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

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

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

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

1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items

1 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.
2 CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of
3 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or
4 CONTRACTOR's own compliance program, code of conduct and related policies and procedures if
5 CONTRACTOR has elected to use its own).

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

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

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

12 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
13 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
14 Contract.

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

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

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

32 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
33 entity is currently excluded, suspended or debarred, or is identified as such after being sanction
34 screened. Such individual or entity shall be immediately removed from participating in any activity
35 associated with this Contract. ADMINISTRATOR will determine appropriate repayment from, or
36 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

33 34 **VI. CONFIDENTIALITY**

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

1 by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

2 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time
3 period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the
4 following:

5 a. CONTRACTOR may be assessed a late penalty of five-hundred dollars (\$500) for each
6 business day after the above specified due date that the accurate and complete Cost Report is not
7 submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The
8 late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by
9 CONTRACTOR.

10 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
11 pursuant to any or all Contracts between COUNTY and CONTRACTOR until such time that the
12 accurate and complete Cost Report is delivered to ADMINISTRATOR.

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

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

21 B. The individual and/or consolidated Cost Report prepared for each period shall be the final
22 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis
23 for final settlement to CONTRACTOR for that period. CONTRACTOR shall document that costs are
24 reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The
25 Cost Report shall be the final financial record for subsequent audits, if any.

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

35 D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
36 this Contract, less applicable revenues and late penalty, are lower than the aggregate of interim monthly
37 payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such

1 reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the
2 Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days
3 after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any
4 amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

5 E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
6 this Contract, less applicable revenues and late penalty, are higher than the aggregate of interim monthly
7 payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such
8 payment does not exceed the Amount Not to Exceed of COUNTY.

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

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

20
21 Signed _____
22 Name _____
23 Title _____
24 Date _____"

25
26 **IX. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

32 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's
33 business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the
34 new owners shall be required under the terms of sale or other instruments of transfer to assume
35 CONTRACTOR's duties and obligations contained in this Contract and complete them to the
36 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in
37 part, without the prior written consent of COUNTY.

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

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

13 3. If CONTRACTOR is a governmental organization, any change to another structure,
14 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board
15 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an
16 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of
17 this subparagraph shall be void.

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

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

26 6. COUNTY reserves the right to immediately terminate the Contract in the event COUNTY
27 determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to
28 COUNTY for the provision of services under the Contract.

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

34 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the
35 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor
36 subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR
37 has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

1 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
2 pursuant to this Contract.

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

5 4. This provision shall not be applicable to service Contracts usually and customarily entered
6 into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services
7 provided by consultants.

8 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's
9 status with respect to name changes that do not require an assignment of the Contract. CONTRACTOR
10 is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation
11 against COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR's performance
12 under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County
13 that may arise prior to or during the period of Contract performance. While CONTRACTOR will be
14 required to provide this information without prompting from COUNTY any time there is a change in
15 CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an
16 update to COUNTY of its status in these areas whenever requested by COUNTY.

17 **X. DISPUTE RESOLUTIONS**

18 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
19 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a
20 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be
21 brought to the attention of the COUNTY Purchasing Agency by way of the following process:
22

23 1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a
24 final decision regarding the disposition of any dispute between the Parties arising under, related to, or
25 involving this Contract, unless COUNTY, on its own initiative, has already rendered such a final
26 decision.

27 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if
28 such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand
29 a written statement signed by an authorized representative indicating that the demand is made in good
30 faith, that the supporting data are accurate and complete, and that the amount requested accurately
31 reflects the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

32 B. Pending the final resolution of any dispute arising under, related to, or involving this Contract,
33 CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract,
34 including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed
35 diligently shall be considered a material breach of this Contract.

36 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and
37 shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a

1 decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed
2 a final decision adverse to CONTRACTOR's contentions.

3 D. This Contract has been negotiated and executed in the State of California and shall be governed
4 by and construed under the laws of the State of California. In the event of any legal action to enforce or
5 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in
6 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of
7 such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically
8 agree to waive any and all rights to request that an action be transferred for adjudication to another
9 county.

10 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

11 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations
12 regarding the employment of aliens and others and to ensure that employees, subcontractors, and
13 consultants performing work under this Contract meet the citizenship or alien status requirements set
14 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
15 subcontractors, and consultants performing work hereunder, all verification and other documentation of
16 employment eligibility status required by federal or state statutes and regulations including, but not
17 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently
18 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
19 covered employees, subcontractors, and consultants for the period prescribed by the law.
20

21 **XII. EQUIPMENT**

22 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
23 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
24 ADMINISTRATOR to assist in performing the services described in this Contract. "Relatively
25 Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000
26 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as
27 Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes
28 and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may
29 contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not
30 limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
31 Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated
32 according to GAAP.
33

34 B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any
35 Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR
36 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
37 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.

1 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
2 purchased asset in an Equipment inventory.

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

7 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part
8 with funds paid through this Contract, including date of purchase, purchase price, serial number, model
9 and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall
10 include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if
11 any.

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

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

19 G. Unless this Contract is followed without interruption by another Contract between the Parties
20 for substantially the same type and scope of services, at the termination of this Contract for
21 any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through
22 this Contract.

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

25 26 **XIII. FACILITIES, PAYMENTS AND SERVICES**

27 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
28 with this Contract. COUNTY shall compensate, and authorize, when applicable, said services.
29 CONTRACTOR shall operate continuously throughout the term of this Contract with at least the
30 minimum number and type of staff which meet applicable federal and state requirements, and which are
31 necessary for the provision of the services hereunder.

32 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
33 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Amount Not to Exceed
34 for the appropriate Period as well as the Total Amount Not to Exceed . The reduction to the Amount
35 Not to Exceed for the appropriate Period as well as the Total Amount Not to Exceed shall be in an
36 amount proportionate to the number of days in which CONTRACTOR was determined to be unable to
37 provide services, staffing, facilities or supplies.

1
2 **XIV. INDEMNIFICATION AND INSURANCE**

3 ~~A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,~~
4 ~~and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special~~
5 ~~districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board~~
6 ~~("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,~~
7 ~~including but not limited to personal injury or property damage, arising from or related to the services,~~
8 ~~products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is~~
9 ~~entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the~~
10 ~~concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and~~
11 ~~COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall~~
12 ~~request a jury apportionment.~~

13 ~~— B. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all~~
14 ~~required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary~~
15 ~~to satisfy COUNTY that the insurance provisions of this Contract have been complied with.~~
16 ~~CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements~~
17 ~~on deposit with COUNTY during the entire term of this Contract. In addition, all subcontractors~~
18 ~~performing work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject~~
19 ~~to the same terms and conditions as set forth herein for CONTRACTOR.~~

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

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

34 ~~— 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all~~
35 ~~liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or~~
36 ~~subcontractor's performance of this Contract, CONTRACTOR shall defend the COUNTY at its sole~~
37 ~~cost and expense with counsel approved by Board of Supervisors against same; and~~

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

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

~~E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this Contract, the COUNTY may terminate this Contract.~~

~~F. QUALIFIED INSURER~~

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

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

~~G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum 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	\$1,000,000 per occurrence
for owned, non-owned, and hired vehicles (4 passengers or less)	
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

~~H. REQUIRED COVERAGE FORMS~~

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

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

~~I. REQUIRED ENDORSEMENTS~~

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

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

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

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

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

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

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

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

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

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

~~N. If CONTRACTOR's Professional Liability, Technology Errors & Omissions and/or Network~~

1 ~~Security & Privacy Liability are “Claims Made” policies, CONTRACTOR shall agree to maintain~~
2 ~~coverage for two (2) years following the completion of the Contract.~~

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

5 ~~— P. Insurance certificates should be forwarded to the agency/department address listed on the~~
6 ~~solicitation.~~

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

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

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

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

22 ~~— U. SUBMISSION OF INSURANCE DOCUMENTS~~

23 ~~— 1. The COI and endorsements shall be provided to COUNTY as follows:~~

24 ~~— a. Prior to the start date of this Contract.~~

25 ~~— b. No later than the expiration date for each policy.~~

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

28 ~~— 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in~~
29 ~~the Referenced Contract Provisions of this Contract.~~

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

33 ~~— a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR~~
34 ~~pursuant to any and all Contracts between COUNTY and CONTRACTOR until such time that the~~
35 ~~required COI and endorsements that meet the insurance provisions stipulated in this Contract are~~
36 ~~submitted to ADMINISTRATOR.~~

37 ~~— b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late~~

~~COI or endorsement for each business day, pursuant to any and all Contracts between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to ADMINISTRATOR.~~

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

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

A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

B. Prior to the provision of services under this Contract, the CONTRACTOR agrees to carry all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the COUNTY during the entire term of this Contract.

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

D. All self-insured retentions SIRs shall be clearly stated on the Certificate of Insurance.. Any SIRs in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee. The COUNTY reserves the right to require current audited financial reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will

1 indemnify the County for any and all claims resulting or arising from CONTRACTOR'S services in
 2 accordance with the indemnity provision stated in this Contract. If CONTRACTOR's SIR is approved,
 3 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this
 4 Contract, agrees to all of the following:

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

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

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

14 E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of
 15 this Contract, the COUNTY may terminate this Contract.

16 F. QUALIFIED INSURER

17 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of
 18 A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current
 19 edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

20 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 21 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	\$1,000,000 per occurrence
for owned, non-owned, and hired vehicles (4 passengers or less)	
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

1. Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

H. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

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

I. REQUIRED ENDORSEMENTS

1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance::

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

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

2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

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

b. A primary and non-contributing endorsement evidencing that the CONTRACTOR'S insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

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

1 M. CONTRACTOR shall provide thirty (30) days prior written notice to the COUNTY of any policy
 2 cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-
 3 payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide
 4 written notice of cancellation may constitute a material breach of the CONTRACT, upon which the
 5 COUNTY may suspend or terminate this Contract.

6 N. If CONTRACTOR's Professional Liability, Sexual Misconduct, Technology Errors &
 7 Omissions and/or Network Security & Privacy Liability are "Claims -Made" policy(ies),
 8 CONTRACTOR shall agree to the following:

9 1. The retroactive date must be shown and must be before the date of the contract or the beginning
 10 of the contract services.

11 2. Insurance must be maintained, and evidence of insurance must be provided for at least three
 12 (3) years after expiration or earlier termination of the Contract.

13 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form
 14 with a retroactive date prior to the effective date of the contract services, Contractor must purchase an
 15 extended reporting period for a minimum of three (3) years after expiration of earlier termination of the
 16 Contract.

17 O. The Commercial General Liability policy shall contain a severability of interests clause also
 18 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

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

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

24 R. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
 25 insurance of any of the above insurance types throughout the term of this Contract. Any increase or
 26 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
 27 adequately protect COUNTY.

28 S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
 29 CONTRACTOR does not provide acceptable Certificate of Insurance and endorsements to COUNTY
 30 incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in
 31 breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

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

35 36 37 **XV. INSPECTIONS AND AUDITS**

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

11 B. CONTRACTOR shall actively participate and cooperate with any person specified in
 12 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this
 13 Contract, and shall provide the above-mentioned persons adequate office space to conduct such
 14 evaluation or monitoring.

15 C. AUDIT RESPONSE

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

21 2. If the audit reveals that money is payable from one Party to the other, that is,
 22 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to
 23 CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60)
 24 calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to
 25 COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,
 26 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an
 27 amount not to exceed the reimbursement due COUNTY.

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

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

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37 **XVI. LICENSES AND LAWS**

1 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
 2 the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations,
 3 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,
 4 regulations and requirements of the United States, the State of California, COUNTY, and all other
 5 applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and
 6 in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals,
 7 permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be
 8 cause for termination of this Contract.

9 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

- 29 1. ARRA of 2009.
- 30 2. Trafficking Victims Protection Act of 2000.
- 31 3. WIC, Division 5, Community Mental Health Services.
- 32 4. WIC, Division 6, Admissions and Judicial Commitments.
- 33 5. WIC, Division 7, Mental Institutions.
- 34 6. HSC, §§1250 et seq., Health Facilities.
- 35 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 36 8. CCR, Title 9, Rehabilitative and Developmental Services.
- 37 9. CCR, Title 17, Public Health.

- 1 10. CCR, Title 22, Social Security.
- 2 11. CFR, Title 42, Public Health.
- 3 12. CFR, Title 45, Public Welfare.
- 4 13. USC Title 42. Public Health and Welfare.
- 5 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 6 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 7 16. 42 USC §1857, et seq., Clean Air Act.
- 8 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 9 18. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 10 19. Policies and procedures set forth in Mental Health Services Act.
- 11 20. Policies and procedures set forth in DHCS Letters.
- 12 21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 13 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 14 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
- 15 Federal Awards.
- 16 23. 42 CFR, Section 438, Managed Care Regulations

17 **XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

27 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
 28 available social media sites) in support of the services described within this Contract, CONTRACTOR
 29 shall develop social media policies and procedures and have them available to ADMINISTRATOR
 30 upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media
 31 used to either directly or indirectly support the services described within this Contract. CONTRACTOR
 32 shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social
 33 media developed in support of the services described within this Contract. CONTRACTOR shall also
 34 include any required funding statement information on social media when required by
 35 ADMINISTRATOR.

36 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement
 37

1 by COUNTY, unless ADMINISTRATOR consents thereto in writing.

3 **XVIII. MAXIMUM OBLIGATION**

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

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

10 **XIX. MINIMUM WAGE LAWS**

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

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

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

26 **XX. NONDISCRIMINATION**

27 **A. EMPLOYMENT**

28 1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined
29 in the “Compliance” paragraph of this Contract) shall not unlawfully discriminate against any employee
30 or applicant for employment because of his/her race, religious creed, color, national origin, ancestry,
31 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,
32 gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally,
33 during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its
34 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for
35 employment because of his/her race, religious creed, color, national origin, ancestry, physical disability,
36 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,
37 gender expression, age, sexual orientation, or military and veteran status.

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

5 3. CONTRACTOR shall not discriminate between employees with spouses and employees
6 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
7 the provision of benefits.

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

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

17 6. Each labor union or representative of workers with which CONTRACTOR and/or
18 subcontractor has a collective bargaining Contract or other contract or understanding must post a notice
19 advising the labor union or workers' representative of the commitments under this Nondiscrimination
20 Paragraph and shall post copies of the notice in conspicuous places, available to employees and
21 applicants for employment.

22 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
23 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
24 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
25 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
26 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the
27 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
28 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division
29 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information
30 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and
31 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all
32 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination
33 paragraph, discrimination includes, but is not limited to the following based on one or more of the
34 factors identified above:

- 35 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 36 2. Providing any service or benefit to a Client which is different or is provided in a different
37 manner or at a different time from that provided to other Clients.

1 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by
2 others receiving any service and/or benefit.

3 4. Treating a Client differently from others in satisfying any admission requirement or
4 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
5 any service and/or benefit.

6 5. Assignment of times or places for the provision of services.

7 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients
8 through a written statement that CONTRACTOR's and/or subcontractor's Clients may file all
9 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
10 ADMINISTRATOR.

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

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

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

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

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

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

35 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and
36 state law, this Contract may be canceled, terminated or suspended in whole or in part and
37 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,

1 state or COUNTY funds.

3 **XXI. NOTICES**

4 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
5 authorized or required by this Contract shall be effective:

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

9 2. When faxed, transmission confirmed;

10 3. When sent by Email; or

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

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

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

21 D. For purposes of this Contract, any notice to be provided by COUNTY may be given by
22 ADMINISTRATOR.

24 **XXII. NOTIFICATION OF DEATH**

25 A. Upon becoming aware of the death of any person served pursuant to this Contract,
26 CONTRACTOR shall immediately notify ADMINISTRATOR.

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

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

33 2. WRITTEN NOTIFICATION

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

37 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written

1 report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware
2 of the death due to terminal illness of any person served pursuant to this Contract.

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

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

10 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

18 **XXIV. RECORDS MANAGEMENT AND MAINTENANCE**

19 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
20 of this Contract, prepare, maintain and manage records appropriate to the services provided and in
21 accordance with this Contract and all applicable requirements.

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

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

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

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

36 B. CONTRACTOR shall implement and maintain administrative, technical and physical
37

1 safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of
2 PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the
3 extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal
4 or state regulations and/or COUNTY policies.

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

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

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

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

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

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

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

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

29 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

30 I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance
31 with the terms of this Contract and common business practices. If documentation is retained
32 electronically, CONTRACTOR shall, in the event of an audit or site visit:

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

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

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

1 requested.

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

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

10 **XXV. RESEARCH AND PUBLICATION**

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

15 **XXVI. SEVERABILITY**

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

22 **XXVII. SPECIAL PROVISIONS**

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

- 25 1. Making cash payments to intended recipients of services through this Contract.
- 26 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
27 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
28 use of appropriated funds to influence certain federal contracting and financial transactions).
- 29 3. Fundraising.
- 30 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
31 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of
32 Directors or governing body.
- 33 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing
34 body for expenses or services.
- 35 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
36 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
37 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

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

7 B. Any administrative duty or obligation to be performed pursuant to this Contract on a weekend
 8 or holiday may be performed on the next regular business day.

10 **XXX. TERMINATION**

11 A. CONTRACTOR shall be responsible for meeting all programmatic and administrative
 12 contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject
 13 to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not
 14 meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe
 15 as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is
 16 resolved and/or the Contract could be terminated.

17 B. COUNTY may terminate this Contract immediately, upon written notice, on the occurrence of
 18 any of the following events:

19 1. The loss by CONTRACTOR of legal capacity.
 20 2. Cessation of services.
 21 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
 22 another entity without the prior written consent of COUNTY.
 23 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
 24 required pursuant to this Contract.

25 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
 26 this Contract.

27 6. The continued incapacity of any physician or licensed person to perform duties required
 28 pursuant to this Contract.

29 7. Unethical conduct or malpractice by any physician or licensed person providing services
 30 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR
 31 removes such physician or licensed person from serving persons treated or assisted pursuant to this
 32 Contract.

33 **C. CONTINGENT FUNDING**

34 1. Any obligation of COUNTY under this Contract is contingent upon the following:

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

37 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)

1 approved by the Board of Supervisors.

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

6 D. In the event this Contract is suspended or terminated prior to the completion of the term as
7 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its
8 sole discretion, reduce the Not To Exceed Amount of this Contract to be consistent with the reduced
9 term of the Contract.

10 E. In the event this Contract is terminated CONTRACTOR shall do the following:

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

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

15 3. Until the date of termination, continue to provide the same level of service required by this
16 Contract.

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

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

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

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

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

32 //

33 9. Provide written notice of termination of services to each Client being served under this
34 Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
35 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars
36 day period.

37 F. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days' written

1 notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
2 exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

3 4 **XXXI. THIRD PARTY BENEFICIARY**

5 Neither Party hereto intends that this Contract shall create rights hereunder in third parties
6 including, but not limited to, any subcontractors or any Clients provided services pursuant to this
7 Contract.

8 9 **XXXII. WAIVER OF DEFAULT OR BREACH**

10 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
11 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
12 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
13 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
14 Contract.

15 16 **XXXIII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

33 (3) *Withholding for unpaid wages and liquidated damages.* The County shall upon its own action or
34 upon written request of an authorized representative of the Department of Labor withhold or cause to
35 be withheld, from any moneys payable on account of work performed by the contractor or
36 subcontractor under any such contract or any other Federal contract with the same prime contractor, or
37 any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act,

1 which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy
 2 any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided
 3 in the clause set forth in paragraph (2) of this section.

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

9
 10 **XXXIV. CLEAN AIR ACT AND THE FEDERAL**
 11 **WATER POLLUTION CONTROL ACT**

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

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

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

19 **Federal Water Pollution Control Act**

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

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

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

27
 28 **XXXV. SUSPENSION AND DEBARMENT**

29 (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As
 30 such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. §
 31 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or
 32 disqualified (defined at 2 C.F.R. § 180.935).

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

36 (3) This certification is a material representation of fact relied upon by County. If it is later determined
 37 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

1 addition to remedies available to County, the Federal Government may pursue available remedies,
2 including but not limited to suspension and/or debarment.

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

7 8 **XXXVI. BYRD ANTI-LOBBYING AMENDMENT**

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

19 20 **XXXVII. PROCUREMENT OF RECOVERED MATERIALS**

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

- 23 1. Competitively within a timeframe providing for compliance with the contract performance
24 schedule;
25 2. Meeting contract performance requirements; or
26 3. At a reasonable price.

27 ii. Information about this requirement, along with the list of EPA- designated items, is available at
28 EPA's Comprehensive Procurement Guidelines web site, [https://www.epa.gov/smm/comprehensive-
29 procurement-guideline-cpg-program](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program).

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

32 //

33 **PARA XXXVIII. ACCESS TO RECORDS**

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

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

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

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

8
9 **XXXIX. DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND**
10 **FLAGS**

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

13
14 **XL. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE**
15 **ORDERS**

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

19
20 **XLI. NO OBLIGATION BY FEDERAL GOVERNMENT**

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

24
25 **XLII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR**
26 **RELATED ACTS**

27 The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and
28 Statements) applies to the Contractor's actions pertaining to this contract.

29
30 **XLIII. SINGLE AUDIT REQUIREMENT**

31 The Contractor shall retain a licensed certified public accountant, who will prepare an annual Single
32 Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part
33 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
34 Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14)
35 calendar days of receipt.

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33 IN WITNESS WHEREOF, the Parties have executed this Contract, in the County of Orange, State
34 of California.

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36
37 WESTERN YOUTH SERVICES

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BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY: _____ DATED: _____

DEPUTY

If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the 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.

1 EXHIBIT A
 2 TO CONTRACT FOR PROVISION OF
 3 CRISIS INTERVENTION TRAINING FOR PUBLIC SAFETY PERSONNEL SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 WESTERN YOUTH SERVICES
 8 JULY 1, 2020 THROUGH JUNE 30, 2023
 9

10 **I. COMMON TERMS AND DEFINITIONS**

11 A. The following standard definitions are for reference purposes only and may or may not
 12 apply in their entirety throughout the Contract. The parties agree to the following terms and definitions,
 13 and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.

14 1. Crisis Intervention Training or CIT program means a training for first-responders that address
 15 the needs of mental health consumers who enter the judicial system. The primary goals of CIT are to
 16 reduce injuries to first-responders and mental health consumers during contacts, and to appropriately
 17 redirect mental health consumers to the services and support needed.

18 2. Best Practice means professionally accepted as being correct or most effective.

19 3. Consumer of Behavioral Health Services means an individual who is receiving or have received
 20 behavioral health treatment or support either voluntarily or involuntarily.

21 4. Emergency Medical Services (EMS) personnel means professionals who focus on emergency
 22 medical care of the patient(s), commonly responding to 911 calls and transporting patient(s) in crisis
 23 health situations.

24 5. Firefighter means professionals extensively trained in firefighting, primarily to extinguish
 25 hazardous fires that threaten life, property and the environment as well as to rescue people and animals
 26 from dangerous situations.

27 6. First Responder means professionals with specialized training who are among the first to arrive
 28 and provide assistance at the scene of an emergency, such as an accident, natural disaster, etc.

29 7. Limited English Proficiency refers to an individual who is not fluent in the English language,
 30 often because it is not his or her native language.

31 8. Law Enforcement Officer means any officer, agent, or employee of State or unit of local
 32 government authorized by law or by a government agency to engage in or supervise the prevention,
 33 detection or investigation of any violation of criminal law, or authorized by law to supervise criminal
 34 offenders.

35 9. Sworn Law Enforcement Officer means professionals who have taken an oath to support the
 36 Constitution of the United States, their state, and the laws of their agency's jurisdiction. Sworn officers
 37 also have the responsibility to ensure the safety and quality of life of communities they serve.

1 10. Non-sworn Law Enforcement Officer means professionals who can make arrests and carry
2 firearms. Non-sworn officers may work for the same agencies and may carry out basic police or
3 investigative work, but they will not take an oath and will have limited legal powers or none at all.

4 11. Paramedic means professionals who specialize in healthcare and respond to emergency calls for
5 medical help outside of a hospital. Paramedic(s) mainly work as part of the emergency medical
6 services, most often in ambulances.

7 12. Peace Officer Standards and Training (POST) means the Commission on Peace Officer
8 Standards and Training which was established by the Legislature in 1959 to set minimum selection and
9 training standards for California law enforcement.

10 13. Evidence-Based Practice (EBP) means the range of training utilized for which there is
11 consistent scientific evidence showing they improved Consumer outcomes and meets the following
12 criteria: it has been replicated in more than one geographic or practice setting with consistent results; it
13 is recognized in scientific journals by one or more published articles; it has been documented and put
14 into manual forms; it produces specific outcomes when adhering to the fidelity of the model. An
15 evidence-based practice has quantitative and qualitative data showing positive outcomes and has been
16 subject to expert/peer review that has determined that a particular approach or strategy has a significant
17 level of evidence of effectiveness.

18 14. Face-to-Face Training means a format of instruction, which has physical presence and
19 interaction between attendee and provider.

20 15. Public Safety Dispatcher means professionals who work for 911 centers, fire departments, law
21 enforcement agencies and other public emergency centers. Dispatchers are responsible for answering
22 phone calls from the public and dispatching the proper emergency personnel to handle the caller's
23 situation.

24 16. Online Training means a format of instruction that takes place completely on the internet and
25 has no physical encounter between attendee and provider.

26 17. Outcome Measures means measurable change and impact that occurs as a result.

27 18. Psychiatrist means an individual who meets the minimum professional and licensure
28 requirements set forth in Title 9, CCR, Section 623.

29 19. Psychologist means an individual who meets the minimum professional and licensure
30 requirements set forth in Title 9, CCR, Section 624.

31 20. Recovery means a process of change through which individuals improve their health and
32 wellness, live a self-directed life, and strive to reach their full potential, and identifies four major
33 dimensions to support Recovery in life:

34 a. Health: Overcoming or managing one's disease(s) as well as living in a physically and
35 emotionally healthy way;

36 b. Home: A stable and safe place to live;

37 c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family

1 caretaking, or creative endeavors, and the independence, income, and resources to participate in society;
2 and

3 d. Community: Relationships and social networks that provide support, friendship, love, and
4 hope.

5 21. Referral means the process of sending an individual from one service to another for health care,
6 mental health, and/or other support services.

7 22. Resilience means the capacity to recover from difficulties in mental health illness.

8 23. Satisfaction Survey means the process of measuring satisfaction of attendees with training
9 services delivered.

10 24. Training means the action or method used to transfer skills and/or knowledge to a target
11 audience.

12 25. Subject-matter expert means an individual who is an authority in a particular area or topic, such
13 as mental health professionals, public safety officers, and first responders.

14 26. Training Service Delivery Model refers to the development of competencies in skills that
15 improve mental health and support resilience in addressing future life challenges.

16 27. Trauma-Informed Approach refers to the concept of approach by using four R's key
17 assumption; realizes, recognizes, responds and seeks to actively resist re-traumatization.

18 28. Units of Service mean the number and/or type of activities the CONTRACTOR will fulfill
19 during the term of the Contract.

20 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common
21 Terms and Definitions Paragraph of this Exhibit A to the Contract.

22 II. BUDGET

23
24 ~~———— A. ——— COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this~~
25 ~~Exhibit A to the Contract and the following budgets, which are set forth for informational purposes only~~
26 ~~and may be adjusted by mutual Contract, in writing, by ADMINISTRATOR and CONTRACTOR.~~

	PERIOD	PERIOD	PERIOD	TOTAL
	ONE	TWO	THREE	
ADMINISTRATIVE				
COSTS				
— Indirect Costs	\$—62,609	\$—66,033	\$—66,033	\$—194,675
SUBTOTAL ADMIN				
COSTS	\$—62,609	\$—66,033	\$—66,033	\$—194,675
PROGRAM COSTS				

1	—Salaries	\$ 131,622	\$ 188,619	\$ 188,619	\$ 508,860
2	—Benefits	23,694	23,951	23,951	71,596
3	—Services & Supplies	80,663	31,238	31,238	143,139
4					
5	—Subcontractors	181,412	196,409	196,409	574,230
6	—Start-up Costs	—45,000	—0	—0	—45,000
7	SUBTOTAL				
8	PROGRAM COSTS	\$ 462,391	\$ 440,217	\$ 440,217	\$1,342,825
9					
10	TOTAL GROSS				
11	COSTS	\$ 525,000	\$ 506,250	\$ 506,250	\$1,537,500
12	REVENUE				
13	—MHSA	\$ 525,000	\$ 506,250	\$ 506,250	\$1,537,500
14	TOTAL REVENUE	\$ 525,000	\$ 506,250	\$ 506,250	\$1,537,500
15					
16	TOTAL AMOUNT				
17	NOT TO EXCEED	\$ 525,000	\$ 506,250	\$ 506,250	\$1,537,500

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Contract 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.

23		<u>PERIOD</u>
24		<u>FOUR</u>
25		
26	<u>ADMINISTRATIVE</u>	
27	<u>COSTS</u>	
28	<u>Indirect Costs</u>	<u>\$ 74,457</u>
29	<u>SUBTOTAL ADMIN</u>	
30	<u>COSTS</u>	<u>\$ 74,457</u>
31		
32	<u>PROGRAM COSTS</u>	
33	<u>Salaries</u>	<u>\$ 211,598</u>
34	<u>Benefits</u>	<u>38,088</u>
35	<u>Services & Supplies</u>	<u>54,781</u>
36	<u>Subcontractors</u>	<u>191,912</u>
37	<u>Start-up Costs</u>	<u>0</u>

1	<u>SUBTOTAL</u>	
2	<u>PROGRAM COSTS</u>	<u>\$ 496,379</u>
3		
4	<u>TOTAL GROSS</u>	
5	<u>COSTS</u>	<u>\$ 570,836</u>
6	<u>REVENUE</u>	
7	<u>MHSA</u>	<u>\$ 570,836</u>
8	<u>TOTAL REVENUE</u>	<u>\$ 570,836</u>
9		
10	<u>TOTAL AMOUNT</u>	
11	<u>NOT TO EXCEED</u>	<u>\$ 570,836</u>

12

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 be made in accordance with GAAP.

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

30 Budget Paragraph of this Exhibit A to the Contract.

31

32 **III. PAYMENTS**

33 ~~A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of~~

34 ~~\$43,750 per month for Period One, and \$42,187 per month for Period Two and Period Three. All~~

35 ~~payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report~~

36 ~~Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of~~

37 ~~providing the services hereunder; provided, however, the total of such payments does not exceed~~

~~COUNTY's Amount Not to Exceed as specified in the Referenced Contract Provisions of the Contract and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.~~

A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of \$43,750 per month for Period One, \$42,187 per month for Period Two and Period Three, and \$47,569 per month for Period Four. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed COUNTY's Total Amount Not to Exceed as specified in the Referenced Contract Provisions of the Contract and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Contract. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

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

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

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

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

1 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
2 with any provision of the Contract.

3 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
4 and/or termination of the Contract, except as may otherwise be provided under the Contract, or
5 specifically agreed upon in a subsequent Contract.

6 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
7 Payments Paragraph of this Exhibit A to the Contract.

8 9 . REPORTS

10 A. CONTRACTOR shall maintain records and make statistical reports as required by
11 ADMINISTRATOR and the Department of Health Care Services on forms provided by either agency.

12 B. FISCAL

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

21 2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These
22 reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report
23 anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services
24 Paragraph of this Exhibit A to the Contract. Such reports shall include actual monthly costs and revenue
25 to date and anticipated monthly costs and revenue to the end of the fiscal year, and shall include a
26 projection narrative justifying the year-end projections. Year-End Projection Reports shall be submitted
27 in conjunction with the Monthly Expenditure and Revenue Reports.

28 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
29 These reports shall contain required information, and be on a form acceptable to, or provided by,
30 ADMINISTRATOR. CONTRACTOR shall submit these reports no later than twenty (20) calendar days
31 following the end of the month being reported. CONTRACTOR must request in writing any extensions
32 to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the
33 total extension will not exceed more than five (5) calendar days.

34 D. PROGRAMMATIC – Throughout the term of the Contract, CONTRACTOR shall submit
35 monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR
36 no later than twenty (20) calendar days following the end of the month being reported. Programmatic
37 reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of

1 CONTRACTOR's progress in implementing the provisions of the Contract, highlights of any activities
 2 for the reporting month, and any pertinent facts or interim findings, staff changes, and status of licenses
 3 and/or certifications. CONTRACTOR shall be prepared to present and discuss their programmatic
 4 reports at their monthly scheduled meetings with ADMINISTRATOR and shall state whether or not it is
 5 progressing satisfactorily in achieving all the terms of the Contract, and if not, shall specify what steps
 6 are being taken to achieve satisfactory progress.

7 E. SPECIAL INCIDENT REPORTS (SIR) – CONTRACTOR shall notify COUNTY and provide
 8 information of special incidents, conditions, or issues that adversely affect the quality or accessibility of
 9 member-related services provided by, or under contract with, COUNTY as identified in the
 10 ADMINISTRATOR Policies and Procedures (P&Ps) within twenty-four (24) hours. CONTRACTOR
 11 shall complete SIR to ADMINISTRATOR in accordance with guidelines provided by
 12 ADMINISTRATOR. The special incidents shall include all adverse incidents affecting the physical
 13 and/or emotional welfare but not limited to serious physical harm to self or others, serious destruction of
 14 property, developments, etc., and which may raise liability issues with COUNTY.

15 F. ADDITIONAL REPORTS - Upon ADMINISTRATOR's request, CONTRACTOR shall make
 16 such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as
 17 they affect the services hereunder. ADMINISTRATOR will be specific as to the nature of information
 18 requested and allow thirty (30) calendar days for CONTRACTOR to respond.

19 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 20 Reports Paragraph of this Exhibit A to the Contract.

21 22 **V. SERVICES**

23 24 **A. FACILITY**

25 ~~1. CONTRACTOR shall maintain facility/(ies) for the provision of Crisis Intervention~~
 26 ~~Training for Public Safety Personnel services described herein at the following location(s), or any other~~
 27 ~~location, approved, in advance, in writing, by ADMINISTRATOR. The facility shall include space to~~
 28 ~~support the services identified within the Contract.~~

29
30 ~~23461 South Pointe Drive, Suite 220~~

31 ~~Laguna Hills, CA 92653~~

32
33 ~~2. CONTRACTOR shall maintain regularly scheduled service hours, as approved by~~
 34 ~~ADMINISTRATOR and maintain the capability to provide services in the evening hours and on~~
 35 ~~weekends when necessary to accommodate Participants.~~

36 ~~3. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule~~
 37 ~~unless otherwise approved in advance and in writing by ADMINISTRATOR.~~

~~B. INDIVIDUALS TO BE SERVED~~ CONTRACTOR shall provide services to Orange County first responder agencies including: law enforcement officers, public safety dispatchers, emergency medical services personnel, firefighters and paramedics working in the community.

~~C. SERVICES TO BE PROVIDED~~

~~1. CONTRACTOR's training services and curriculum shall include, but is not limited to, provision of the following service components:~~

Track	Training	Duration	Topics
CIT	CIT 1 Law Enforcement	2 days 1-16 hours *range is needed as some classes require more hours than others	Introduction to Mental Illness, Understanding Mental Illness, Consumer/Family Panel, Tactical Communication, Legal Updates, Crisis Intervention & De- Escalation, Suicide, Suicide by Cop, Intervention Strategies, Crisis Intervention & Resources, PTSD, Veterans and First Responders
	CIT 2 Law Enforcement	1 day 1-8 hours *range is needed as some classes require more hours than others	Review of CIT 1 De-Escalation skills, Deaf & Hard of Hearing, Developmental Disabilities & Autism, Live Scenarios
	CIT 3 Law Enforcement	2 days 1-16 hours *range is needed as some classes require more hours than others	Community Resources/Panel of MH Resources, Role Playing Scenarios, CIT & Problem- Oriented Policing, OC Collaborative Courts, Police HLO (Homeless Liaison Officer) Presentations, OC Programs
	Corrections/ Probation Officers	2 days 16 hours	Corrections officers face daily contact with persons in mental health crisis. This Corrections- focused CIT training offers information to help Understand Mental Illness, PTSD, Suicide, Cultural Awareness, Medication and specific background and De-

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			Escalation techniques
CIT Fire & EMS	Fire/EMS personnel	1 day (8 hours)	Introduction to Mental Illness, Understanding the History of Mental Illness, Suicide, PTSD, Crisis Intervention & De-Escalation, Wellness and Self-Care, Autism, Intellectual Disabilities, Trauma Informed Care and Community Resources
	CIT Introduction for Fire/EMS	2 hours (LMS or in-person)	Understanding the History of Mental Health, Basic Human Brain Functions and Role in Psychiatric Disorders, Skills/Response and Triage Options for Navigating Fundamental Differences of Psychiatric Crises vs 911 Calls
	CIT Intermediate for Fire/EMS	3 hours (LMS or in person)	Mental Health Signs and Symptoms, Anxiety Disorder, PTSD, Major Depression, Schizophrenia, Bi-Polar Disorder, Substance Use Disorder, Autism Spectrum Disorder, Skills for Supporting Various Mental Health Challenges

1		CIT Advanced for Fire/EMS	3 hours (LMS or in-person)	Crisis Intervention & De- Escalation, Wellness and Self- Care, Suicidal Ideation, Safety, Trauma Informed Care and Community Resources
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7	CIT Youth	School Safety Officers & Others Interested	1 day 8 hours	Understanding Adolescent Development & Behavioral Health Conditions, Crisis Intervention & De-escalation Techniques, Family Experience, Connecting Resources
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12		Dispatchers	2 days 16 hours	Introduction to Mental Illness: Types of Mental Illness, Trauma, Minor Involved Calls, Older
13			1 day 8 hour	Adults, Excited Delirium, Consumer Panel, Stress
14			class for future	Management & Wellness, Role-
15			possibly	Playing Scenario, Problem-
16	CIT Dispatcher			Solving Philosophy & Intervention Strategies
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21	Adult Mental Health First Aid (AMHFA)	All First Responders	1 day 8 hours	Mental Health First Aid is an 8-hour training course designed to give members of the public key skills to help someone who is developing a mental health problem or experiencing a mental health crisis. The 8-hour course covers a range of common disorders and potential crisis such as helping someone who is having a panic attack, is suicidal or has experienced an addictions relapse.
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30	Youth Mental Health First Aid (YMHFA)	All First Responders	1 day 8 hours	Youth Mental Health First Aid is designed to teach parents, family members, caregivers, teachers, school staff, peers, neighbors, health and human services workers, and other caring citizens how to help an adolescent (age 12-18) who is experiencing a mental health or addictions challenge or is in crisis. Youth Mental Health First Aid is primarily designed for adults who
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			regularly interact with young people. The course introduces common mental health challenges for youth; reviews typical adolescent development, and teaches a 5-step action plan for how to help young people in both crisis and non-crisis situations. Topics covered include anxiety, depression, substance use disorders in which psychosis may occur and others.	
	VOICES	All First Responders	1 hour	Community panel based on experience in relation to first responders
	Trauma Informed Care	All First Responders	1 hour	This course focuses on the causes and effects of trauma and how a trauma-informed approach can be beneficial.
	Vicarious Trauma, PTSD & Burnout	All First Responders	1 hour	Differentiates between the concepts of Vicarious Trauma, Burnout and PTSD; educates about signs and symptoms; addresses how to prevent and cope with these occupational challenges.
	Law Enforcement Relations	Non-Law Enforcement First Responders	1 hour	Perspectives, ideas and discussions of how to build relationships with law enforcement when dealing with a mental health crisis and what to expect when law enforcement arrives.
	Situational Awareness	Non-Law Enforcement First Responders	1 hour	Focuses on the fundamentals of situational awareness and being safe in the field; covers such topics as planning for a visit, learning to recognize danger signs, maintaining safety in the field and being mentally prepared.
	De-Escalation	All First Responders	1 hour	Provides a basic understanding of de-escalation techniques and appropriate communication skills; covers tactical communication techniques, verbal and nonverbal communications, active listening skills, cultural considerations, identifying a crisis, the importance of effective communication and strategies for handling frequently encountered situations.

Non-Law Enforcement Dispatch	Dispatchers or call takers who work in non-law enforcement settings	1 day 8 hours	Introduction to Mental Illness: Types of Mental Illness, Trauma, Minor-Involved Calls, Older Adults, Excited Delirium, Consumer Panel, Stress Management & Wellness, Role-Playing Scenario, Problem-Solving Philosophy & Intervention Strategies.
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- ~~_____ a. Certificates of completion must be provided for all trainings provided.~~
- ~~_____ 2. CONTRACTOR shall develop a website or web pages on their existing website with the following components:~~
- ~~_____ a. Promotional information and schedules of upcoming trainings at a minimum of a month in advance of scheduled trainings;~~
- ~~_____ b. Registration links for the community to electronically register and cancel attendance for trainings;~~
- ~~_____ c. Feedback opportunities for the community or participants to submit ideas for upcoming trainings or personal experiences in trainings provided by this contract;~~
- ~~_____ d. Links for more information about behavioral health issues and services available in the community (ie. HCA OCLINKS, Network of Care websites, etc.)~~
- ~~_____ e. Training materials provided at past trainings as appropriate; and links to behavioral health educational information available online.~~
- ~~_____ 3. CONTRACTOR shall provide culturally competent curriculum based from best practices in training first respond agencies with subject matter experts, such as law enforcement staff, County behavioral staff, consumers, and others with lived experience to teach the curriculum. The curriculum will highlight the following:~~
- ~~_____ a. A trauma informed approach with individuals with behavioral health issues in order to minimize harm to person in a psychiatric crisis.~~
- ~~_____ b. The topics of recovery and resiliency, how to work with diverse communities, and how to respond to individuals with limited English proficiency.~~
- ~~_____ c. Types of mental illness, basic interventions and techniques to de-escalate mental health crisis situations and help participants implement skills learned in a controlled learning environment.~~
- ~~_____ 4. CONTRACTOR shall deliver trainings and activities to improve and develop awareness of behavioral health issues. All training topics must be approved by ADMINISTRATOR before they are advertised for community registration.~~
- ~~_____ 5. CONTRACTOR shall make its best efforts to hire, incorporate and collaborate to provide services pursuant to the Contract in a manner that is culturally appropriate for the population(s) served. CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to: recruitment and hiring policies and procedures and descriptions of measures taken to enhance cultural~~

1 ~~competencies for, and sensitivity to, the target audience. In the event that such needs cannot be~~
 2 ~~immediately met, CONTRACTOR shall seek assistance from other community resources.~~

3 ~~_____ a. CONTRACTOR shall offer customized training according to the audiences, such as~~
 4 ~~law enforcement officers, firefighters, emergency medical services personnel and public safety~~
 5 ~~dispatchers when necessary.~~

6 ~~_____ b. CONTRACTOR shall maintain documentation of County sponsored or other applicable~~
 7 ~~training, such as Cultural Competency Training.~~

8 ~~_____ 6. CONTRACTOR shall actively collaborate, coordinate, and integrate the training services~~
 9 ~~provided under the Contract with various partners, approved by ADMINISTRATOR. This includes~~
 10 ~~establishing and maintaining mutually agreed upon communication deemed appropriate by~~
 11 ~~ADMINISTRATOR, to discuss standards/guidelines and planning of distribution or sites of services~~
 12 ~~provided under the Contract.~~

13 ~~_____ 7. CONTRACTOR shall develop procedures on gathering evaluation and data at the end of~~
 14 ~~each training. Collected evaluation will measure the growth of skillsets of attendees and provide~~
 15 ~~feedback on the trainer(s) and content. Also, suggestions, feedback and future training requests shall be~~
 16 ~~collected to meet the needs of the community.~~

17 ~~_____ 8. CONTRACTOR shall establish and maintain a database sufficient to meet the reporting~~
 18 ~~requirements by County. The reporting shall include, but not be limited to:~~

19 ~~_____ a. Name of trainings, date, time, location, and contact information for questions;~~

20 ~~_____ b. Curriculum of trainings, name of presenters, and number of attendees;~~

21 ~~_____ c. Narrative of challenges and success of providing services.~~

22 ~~_____ 9. CONTRACTOR shall maintain confidentiality including attendee specific information, and~~
 23 ~~shall take measures to prudently safeguard and protect unauthorized disclosure of the information, and~~
 24 ~~shall establish internal policies to ensure compliance with federal and state laws and regulations~~
 25 ~~regarding confidentiality.~~

26 ~~_____ 10. CONTRACTOR shall outreach to community members to promote available training~~
 27 ~~information to targeted population. CONTRACTOR shall attain approval by ADMINISTRATOR of~~
 28 ~~written material including online and brochures prior to distribution and use.~~

29 ~~_____ 11. CONTRACTOR shall develop comprehensive policies and procedures and consistent~~
 30 ~~methodology for tracking, projecting, and reporting all Units of Service (UOS). Methodologies may~~
 31 ~~include but are not limited to: sign in sheets, satisfaction surveys collected at the end of trainings, and~~
 32 ~~documentation of trainings.~~

33 ~~_____ 12. CONTRACTOR shall develop policies and procedures that address cancellation of~~
 34 ~~trainings or no shows for scheduled trainings. The minimum number of attendees shall be established in~~
 35 ~~policies and procedures to be tallied as Units of Service.~~

36 ~~_____ 13. CONTRACTOR shall develop, implement, and maintain a complaint and grievance process~~
 37 ~~that provides a means to address/resolve community member's complaints about services received by~~

~~CONTRACTOR, and shall have written policies and procedures approved by County for this purpose.~~

~~14. CONTRACTOR shall attend monthly meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to, compliance with policies and procedures, statistics, performance outcomes, and address any aspect of the services.~~

~~15. ADMINISTRATOR shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR Standard of care practices, P&P, documentation standards and any state regulatory requirements.~~

~~16. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Contract. Further, CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.~~

1. CONTRACTOR's training services and curriculum shall include, but is not limited to, provision of the following service components:

<u>Track</u>	<u>Training</u>	<u>Duration</u>	<u>Topics</u>
<u>CIT Fire & EMS</u>	<u>Fire/EMS personnel</u>	<u>1 day 8 hours</u>	<u>Introduction to Mental Illness, Understanding the History of Mental Illness, Suicide, PTSD, Crisis Intervention & De-Escalation, Wellness and Self-Care, Autism, Intellectual Disabilities, Trauma Informed Care and Community Resources</u>
	<u>CIT Introduction for Fire/EMS</u>	<u>2 hours (online via LMS or in-person)</u>	<u>Understanding the History of Mental Health, Basic Human Brain Functions and Role in Psychiatric Disorders, Skills/Response and Triage Options for Navigating Fundamental Differences of Psychiatric Crises vs 911 Calls</u>

1		<u>CIT Intermediate for Fire/EMS</u>	<u>3 hours (online via LMS or in-person)</u>	<u>Mental Health Signs and Symptoms, Anxiety Disorder, PTSD, Major Depression, Schizophrenia, Bi-Polar Disorder, Substance Use Disorder, Autism Spectrum Disorder, Skills for Supporting Various Mental Health Challenges</u>
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10		<u>CIT Advanced for Fire/EMS</u>	<u>3 hours (online via LMS or in-person)</u>	<u>Crisis Intervention & De-Escalation, Wellness and Self-Care, Suicidal Ideation, Safety, Trauma Informed Care and Community Resources</u>
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16	<u>CIT Dispatcher</u>	<u>Dispatchers</u>	<u>16 hours</u> <u>1 day 8-hour class for future possibly</u>	<u>Introduction to Mental Illness: Types of Mental Illness, Trauma, Minor-Involved Calls, Older Adults, Excited Delirium, Consumer Panel, Stress Management & Wellness, Role-Playing Scenario, Problem-Solving Philosophy & Intervention Strategies</u>
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25	<u>CIT Youth</u>	<u>School Safety Officers & Others Interested</u>	<u>8 hours</u>	<u>Understanding Adolescent Development & Behavioral Health Conditions, Crisis Intervention & De-escalation Techniques, Family Experience, Connecting Resources</u>
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31	<u>Vicarious Trauma, PTSD & Burnout</u>	<u>All First Responders</u>	<u>1 hour</u>	<u>Differentiates between the concepts of Vicarious Trauma, Burnout and PTSD; educates about signs and symptoms; addresses how to prevent and cope with these occupational challenges.</u>
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1 2 3 4 5	<u>Situational Awareness</u>	<u>Non-Law Enforcement First Responders</u>	<u>1 hour</u>	<u>Focuses on the fundamentals of situational awareness and being safe in the field; covers such topics as planning for a visit, learning to recognize danger signs, maintaining safety in the field and being mentally prepared.</u>
6 7 8 9	<u>Law Enforcement Relations</u>	<u>Non-Law Enforcement First Responders</u>	<u>1 hour</u>	<u>Perspectives, ideas and discussions of how to build relationships with law enforcement when dealing with a mental health crisis and what to expect when law enforcement arrives.</u>
10 11 12 13 14	<u>VOICES</u>	<u>All First Responders</u>	<u>1 hour</u>	<u>Community panel based on experience in relation to first responders</u>
15 16 17 18 19 20 21 22 23	<u>Mental Health First Aid (MHFA) Adult and Youth</u>	<u>All First Responders</u>	<u>1 day 8 hours</u>	<u>Mental Health First Aid is an 8-hour training course designed to give members of the public key skills to help someone who is developing a mental health problem or experiencing a mental health crisis. The 8-hour course covers a range of common disorders and potential crisis such as helping someone who is having a panic attack, is suicidal or has experienced an addictions relapse.</u>
24 25 26	<u>Trauma Informed Care</u>	<u>All First Responders</u>	<u>1 hour</u>	<u>This course focuses on the causes and effects of trauma and how a trauma informed approach can be beneficial.</u>
27 28 29 30 31 32	<u>CIT for Law Enforcement**</u>	<u>CIT 1 Law Enforcement</u>	<u>2 days 1-16 hours</u> <u>*range is needed as some classes require more hours than others</u>	<u>Introduction to Mental Illness, Understanding Mental Illness, Consumer/Family Panel, Tactical Communication, Legal Updates, Crisis Intervention & De-Escalation, Suicide, Suicide by Cop, Intervention Strategies, Crisis Intervention & Resources, PTSD, Veterans and First Responders</u>
33 34 35 36		<u>CIT 2 Law Enforcement</u>	<u>1 day 1-8 hours</u> <u>*range is needed as some classes require more hours than others</u>	<u>Review of CIT 1 De-Escalation skills, Deaf & Hard of Hearing, Developmental Disabilities & Autism, Live Scenarios</u>

1		<u>CIT 3</u>	<u>2 days 1-16</u>	<u>Community Resources/Panel of MH</u>
2		<u>Law Enforcement</u>	<u>hours</u>	<u>Resources, Role Playing Scenarios,</u>
3			<u>*range is needed</u>	<u>CIT & Problem-Oriented Policing,</u>
4			<u>as some classes</u>	<u>OC Collaborative Courts, Police</u>
5			<u>require more</u>	<u>HLO (Homeless Liaison Officer)</u>
6			<u>hours than others</u>	<u>Presentations, OC Programs</u>
7		<u>Corrections/</u>	<u>2 days 16 hours</u>	<u>Corrections officers face daily</u>
8		<u>Probation Officers</u>		<u>contact with persons in mental health</u>
9				<u>crisis. This Corrections-focused CIT</u>
10				<u>training offers information to help</u>
11				<u>Understand Mental Illness, PTSD,</u>
12				<u>Suicide, Cultural Awareness,</u>
13				<u>Medication and specific background</u>
14				<u>and De-Escalation techniques</u>
15	<u>CIT –</u>	<u>Law Enforcement</u>	<u>8 hours</u>	<u>Scenario-based training that provides</u>
16	<u>Refresher</u>			<u>review of core concepts covered in</u>
17				<u>CIT 1-3 including but not limited to:</u>
18				<u>Understanding Mental Illness,</u>
19				<u>Depression, PTSD, Schizophrenia,</u>
20				<u>Bi-polar Disorder, Dementia,</u>
21				<u>Communication Elements, De-</u>
22				<u>Escalation Techniques, Application</u>
23				<u>of Skills via Live Scenarios</u>
24	<u>CIT for</u>	<u>Law Enforcement</u>	<u>8 – 16 hours</u>	<u>Scenario-based training for new</u>
25	<u>Supervisors</u>			<u>Supervisors in Law Enforcement to</u>
26				<u>support their transition from frontline</u>
27				<u>individual to frontline supervisor.</u>
28				<u>Topics explored will include but are</u>
29				<u>not limited to: Understanding Law</u>
30				<u>Enforcement Team/Officer Mental</u>
31				<u>Illness, PTSD, Depression, Substance</u>
32				<u>Use Disorder, De-Escalation</u>
33				<u>Techniques for Working with a Law</u>
34				<u>Enforcement Team/Officer, Peer</u>
35				<u>Support, Local Resources, How to</u>
36				<u>Approach and Make</u>
37				<u>Recommendations/Linkages for a</u>
				<u>Law Enforcement Team/Officer,</u>
				<u>Application of Skills via Live</u>
				<u>Scenarios</u>
	<u>De- Escalation</u>	<u>All First</u>	<u>1 hour</u>	<u>Provides a basic understanding of de-</u>
		<u>Responders</u>		<u>escalation techniques and appropriate</u>
				<u>communication skills; covers tactical</u>
				<u>communication techniques, verbal</u>
				<u>and nonverbal communications,</u>
				<u>active listening skills, cultural</u>
				<u>considerations, identifying a crisis,</u>
				<u>the importance of effective</u>
				<u>communication and strategies for</u>
				<u>handling frequently encountered</u>

			<u>situations.</u>
<u>Non-Law Enforcement Dispatch</u>	<u>Dispatchers or call takers who work in non-law enforcement settings</u>	<u>1 day 8 hours</u>	<u>Introduction to Mental Illness: Types of Mental Illness, Trauma, Minor-Involved Calls, Older Adults, Excited Delirium, Consumer Panel, Stress Management & Wellness, Role-Playing Scenario, Problem-Solving Philosophy & Intervention Strategies.</u>

**CIT for Law Enforcement “refreshers: Two abbreviated educational sessions requested by OCSD will count toward 1 CIT training. The number of attendees will not be included in the contractual goal UOS. However, WYS should track the numbers of attendees. “

1. Exhibit A, Paragraph V. Services, subparagraph D. of the Contract is deleted in its entirety and replaced with the following:

~~—D. UNITS OF SERVICE~~

~~CONTRACTOR shall achieve, track, and report, at a minimum, the following units of service:~~

TRAINING PROVIDER MINIMUM UNITS OF SERVICE	
Type of Training	Minimum Number of Hours
CIT for Fire/EMS	132
CIT for Dispatchers	32
CIT Youth	72
Vicarious Trauma/PTSD	7
Situational Awareness	5
Law Enforcement Relations	4
VOICES	4
Mental Health First Aid (MHFA)	168
Trauma Informed Care	6
CIT 1-3	64
Non-Law Enforcement Dispatch	4
De-Escalation	2
Total	500

~~Note: The units of services of sub-categories are adjustable based on the training demands when the total training goal is met.~~

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MINIMUM NUMBER OF TRAININGS & PARTICIPANTS			
	PERIOD ONE	PERIOD TWO	PERIOD THREE
Minimum number of participants trained	1,146	1,250	1,250
Minimum number of trainings	46	N/A	N/A
Minimum number of training hours*	N/A	500	500
Participant Satisfaction	Minimum of 75% will be satisfied with services		

D. UNITS OF SERVICE

CONTRACTOR shall achieve, track, and report, at a minimum, the following units of service:

TRAINING PROVIDER MINIMUM UNITS OF SERVICE	
Type of Training	Minimum Number of Hours
<u>CIT for Fire/EMS</u>	<u>132</u>
<u>CIT for Dispatchers</u>	<u>32</u>
<u>CIT Youth</u>	<u>72</u>
<u>Vicarious Trauma/PTSD</u>	<u>7</u>
<u>Situational Awareness</u>	<u>5</u>
<u>Law Enforcement Relations</u>	<u>4</u>
<u>VOICES</u>	<u>4</u>
<u>Mental Health First Aid (MHFA)</u>	<u>168</u>
<u>Trauma Informed Care</u>	<u>6</u>
<u>CIT 1-3</u>	<u>32</u>
<u>CIT Refreshers*</u>	<u>32</u>
<u>CIT for Supervisors</u>	<u>16</u>
<u>Non-Law Enforcement Dispatch</u>	<u>4</u>
<u>De-Escalation</u>	<u>2</u>
Total	<u>516</u>

Note: The units of services of sub-categories are adjustable based on the training demands when the total training goal is met.

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<u>MINIMUM NUMBER OF TRAININGS & PARTICIPANTS</u>				
	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>PERIOD FOUR</u>
<u>Minimum number of participants trained</u>	<u>1,146</u>	<u>1,250</u>	<u>1,250</u>	<u>1,250</u>
<u>Minimum number of trainings</u>	<u>46</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>Minimum number of training hours*</u>	<u>N/A</u>	<u>500</u>	<u>500</u>	<u>516</u>
<u>Participant Satisfaction</u>	<u>Minimum of 75% will be satisfied with services</u>			<u>Minimum of 80% will be satisfied with services</u>

* Due to unforeseen circumstances in obtaining POST approval, modification is being made from number of trainings to number of training hours.

CONTRACTOR shall be responsible for monthly data reporting of all aspects of this contract, including services provided by each subcontractor.

E. PERFORMANCE OUTCOMES MEASURES

1. CONTRACTOR shall track and implement ADMINISTRATOR approved outcome measures during the term of the Contract. Outcome measures shall provide, but are not limited to a quantifiable measure to assess overall training effectiveness and quality. CONTRACTOR shall cooperate in data collection in order to develop baseline figures for future evaluation report in terms of satisfaction and quality of services.

2. CONTRACTOR shall be responsible for measuring and reporting outcome data on which targeted populations are being reached, how training is contributing to attendee's understanding of behavioral health conditions and implementation of skillsets.

3. CONTRACTOR shall strive to meet the following outcome measure goals and applicable to targeted population being served. Satisfaction surveys will be completed for all provided trainings both in person and online. Additional outcome measures for specific trainings will be discussed and implemented based on mutual agreement between CONTRACTOR and ADMINISTRATOR.

4. CONTRACTOR shall provide the COUNTY with monthly data reports by the twentieth of each month, or as needed upon request of ADMINISTRATOR.

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

6. CONTRACTOR shall collect data including demographics such as age groups, race and ethnicity, and culture/community (e.g., veterans, deaf and hard of hearing; Lesbian, Gay, Bisexual, Transgender, Intersex, and Questioning).

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

1 Services Paragraph of this Exhibit A to the Contract.

2 G. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
3 conduct research activity on COUNTY Participants without obtaining prior written authorization from
4 ADMINISTRATOR.

5 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in advance and in writing, to
6 modify the Services Paragraph of this Exhibit A to the Contract

7 8 **VI. STAFFING**

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

13	PROGRAM	FTEs
14	Program Director	0.400
15	Training Coordinator	1.000
16	Trainers	0.600
17	Administrative Assistant	1.00
18	Subcontractor (NAMI)	1.90
19	TOTAL FTEs	4.90

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22 B. CONTRACTOR shall make best effort to include bilingual/bicultural services to meet the
23 diverse needs of the community threshold languages as determined by COUNTY. Whenever possible,
24 bilingual/bicultural staff should be recruited and retained. Any staffing vacancies occurring at a time
25 when bilingual and bicultural composition of the staffing does not meet the above requirement must be
26 filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of
27 those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be
28 used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in
29 advance, by ADMINISTRATOR.

30 C. CONTRACTOR shall provide ongoing supervision to volunteers and/or interns consistent with
31 the prevailing educational and practice standards or as specified by ADMINISTRATOR.

32 D. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
33 any staffing vacancies that occur during the term of the Contract. CONTRACTOR's notification shall
34 include at a minimum the following information: employee name(s), position title(s), date(s) of
35 resignation, date(s) of hire, and a description of recruitment activity.

36 E. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in
37 advance, of any new staffing changes; including promotions, temporary FTE changes and internal or

1 external temporary staffing assignment requests that occur during the term of the Contract.

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

6 G. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, albeit paid
7 or unpaid, direct line staff or supervisors/directors, to enhance service quality. Supervision methods
8 should include debriefings and consultation as needed, individual supervision or one-on-one support,
9 and team meetings.

10 H. ADMINISTRATOR shall provide, or cause to be provided, training and ongoing consultation to
11 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR
12 Standards of Care practices, Policy and Procedures, documentation standards and any State regulatory
13 requirements. CONTRACTOR shall ensure that all staff completes the ADMINISTRATOR's Annual
14 Provider Training.

15 I. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all
16 P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member
17 and place it in their personnel files.

18 J. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a
19 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
20 shall maintain documents of such efforts which may include; but not be limited to: records of
21 participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies
22 of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to
23 enhance accessibility for, and sensitivity to, individuals who are physically challenged.

24 K. CONTRACTOR shall maintain personnel files for each staff member, including the
25 management and other administrative positions, which shall include, but not be limited to, an
26 application for employment, qualifications for the position, documentation of bicultural/bilingual
27 capabilities (if applicable), pay rate and evaluations justifying pay increases.

28 L. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the
29 Staffing Paragraph of this Exhibit A to the Contract.

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EXHIBIT B
 TO CONTRACT FOR PROVISION OF
 CRISIS INTERVENTION TRAINING FOR PUBLIC SAFETY PERSONNEL SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 WESTERN YOUTH SERVICES
 JULY 1, 2020 THROUGH JUNE 30, 2023

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

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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 Contract.

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.

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1 6. "Health Care Operations" shall have the meaning given to such term under the HIPAA
2 Privacy Rule in 45 CFR § 164.501.

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

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

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

11 10. "PHI" shall have the meaning given to such term under the HIPAA regulations in
12 45 CFR § 160.103.

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

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

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

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

24 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in
25 45 CFR § 160.103.

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

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

32 18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §
33 160.103.

34 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

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

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

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

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

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

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

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

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

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

32 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
33 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
34 and to make information related to such Disclosures available as would be required for COUNTY to
35 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with
36 45 CFR § 164.528.

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1 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in
2 a time and manner to be determined by COUNTY, that information collected in accordance with the
3 Contract, in order to permit COUNTY to respond to a request by an Individual for an accounting of
4 Disclosures of PHI in accordance with 45 CFR § 164.528.

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

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

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

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

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

36 a. CONTRACTOR does not promptly enter into negotiations to amend this Business
37 Associate Contract when requested by COUNTY pursuant to this subparagraph C; or

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

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

7 D. SECURITY RULE

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

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

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

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

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

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

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

35 5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it
36 becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with
37 subparagraph E below and as required by 45 CFR § 164.410.

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

4 E. DATA SECURITY REQUIREMENTS

5 1. Personal Controls

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

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

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

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

31 2. Technical Security Controls

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

37 //

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

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

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

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

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

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

- 36 1) Upper case letters (A-Z)
- 37 2) Lower case letters (a-z)

1 3) Arabic numerals (0-9)

2 4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

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

33 n. Intrusion Detection. All systems involved in accessing, holding, transporting, and
34 protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
35 or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a
36 comprehensive intrusion detection and prevention solution.

37 //

1 3. Audit Controls

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

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

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

15 4. Business Continuity/Disaster Recovery Control

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

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

28 5. Paper Document Controls

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

35 b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to
36 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is
37 contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.

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

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

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

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

19 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

35 b. Any other information that COUNTY is required to include in the notification to
36 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or
37 //

1 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day
2 period set forth in 45 CFR § 164.410 (b) has elapsed, including:

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

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

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

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

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

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

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

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

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

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

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

1 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

11 1) The Disclosure is required by law; or

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

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

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

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

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

26 H. PROHIBITED USES AND DISCLOSURES

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

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

36 I. OBLIGATIONS OF COUNTY

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

20 2. Upon termination of the Contract, 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 Contract.

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EXHIBIT C
 TO CONTRACT FOR PROVISION OF
 CRISIS INTERVENTION TRAINING FOR PUBLIC SAFETY PERSONNEL SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 WESTERN YOUTH SERVICES
 JULY 1, 2020 THROUGH JUNE 30, 2023

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 Contract" means the CMPPA Contract 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 Contract on behalf of the COUNTY.

5. "IEA" shall mean the Information Exchange Contract 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

1 information, and a civil or an authorized investigative demand. It also includes Medicare conditions of
 2 participation with respect to health care providers participating in the program, and statutes or
 3 regulations that require the production of information, including statutes or regulations that require such
 4 information if payment is sought under a government program providing public benefits.

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

8 B. TERMS OF CONTRACT

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

13 2. Responsibilities of CONTRACTOR

14 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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