

**COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES**

This Agreement ("Agreement") is made and entered into on the date shown on the signature page ("Effective Date") by and between the County of San Diego, a political subdivision of the State of California ("County") and Contractor, **SAY San Diego located at 8755 Aero Drive, Suite 100, San Diego, CA 92123** ("Contractor"), with reference to the following facts:

RECITALS

- A. Pursuant to Administrative Code section 401, the County's Director of the Department of Purchasing and Contracting is authorized to award this Contract for **Cognitive Behavioral Therapy Services**.
- B. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to Section 703.10 of the County Charter.
- D. The Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit A-1 Contractor's Proposal, Exhibit B Insurance Requirements and Exhibit C, Payment Schedule. In the event that any provision of the Agreement or its Exhibits, A, A-1, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Agreement; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; and fifth (5th) Exhibit A-1.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1
PERFORMANCE OF WORK**

- 1.1 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 Contractor's Representative. The person identified on the signature page ("Contractor's Representative") shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique: accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1 "Termination for Default", if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.
- 1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent Contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.
- 1.4 Contractor's Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor's expense, all agents, employees and subcontractors required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor's Representative, or under Contractor's Representatives' supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees or subcontractors; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

Any subcontract or consultant agreement, which is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of the contract, whichever is less, or a combination of subcontracts or consultant agreements to the same individual or firm for the Agreement period, or any subcontract or consultant agreement for professional medical or mental health services, regardless of value, must have prior concurrence of the Contracting Officer's Representative ("COR"). Contractor shall provide Contracting Officer Representative with copies of all other subcontracts relating to this Agreement entered into by Contractor within 30 days after the effective date of the subcontract. Such subcontractors of Contractor shall be notified of Contractor's relationship to County. "Subcontractor" means any entity, other than County, that furnishes to

**COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES**

Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

- 1.4.1 Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement. No subcontract utilizing funds from this Agreement shall be entered into which has a term extending beyond the ending date of this Agreement.
- 1.4.2 Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor Articles 3, 7, 8, 9, 10, 11, 12, 13 and 16 herein.
- 1.4.3 County Approval. As identified above, all subcontracts under this Agreement shall have prior written approval of the Contracting Officer Representative.

**ARTICLE 2
SCOPE OF WORK**

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right To Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility For Equipment. For cost reimbursement Agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
 - 2.3.1 Contractor shall repair or replace, at Contractor's expense all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to contractor by county, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of Contracting Officer Representative. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition. Inventory records on expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of a contract (e.g. has not been depreciated so that its value is zero), and which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow the contractor to retain the non-expendable property provided that the contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

**ARTICLE 3
DISENTANGLEMENT**

- 3.1 General Obligations

At County's discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit A to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing to County or any new service provider all

**COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES**

requested information or documentation, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee of the Disentangled Services. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: 1) The Disentanglement is satisfactory to County, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Paragraph, has been completed to the County's reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

3.2 Disentanglement Process

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Contract Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Article 7. Subject to Exhibit A Contractor's obligation to perform Disentangled Services, and County's obligation to pay for Disentangled Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Contract Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Contractor's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

3.3 Specific Obligations

The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A herein, Contractor shall, subject to the terms of any third-party contracts, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party contracts between Contractor and third-party contractors used to provide the Disentangled Services, pending their assignment to County. Similarly, at County's direction, Contractor shall obtain all legally necessary client consents or authorizations legally necessary to transfer client data to County or any new service provider.

3.3.3 Return, Transfer and Removal of Assets

3.3.3.1 Contractor shall return to County all County assets in Contractor's possession, pursuant to Paragraph 2.4 of the Agreement.

3.3.3.2 County shall be entitled to purchase at net book value those Contractor assets used for the provision of Disentangled Services to or for County, other than those assets expressly identified by the Parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.4 Transfer of Leases, Licenses, and Contracts

Contractor, at its expense, shall convey or assign to County or its designee such fully-paid leases, licenses, and other contracts used by Contractor, County, or any other Person in connection with the Disentangled Services, as

**COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES**

County may select, when such leases, licenses, and other contracts have no other use by Contractor. Contractor's obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other contracts to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any losses resulting from any claim that Contractor did not perform any such obligations.

3.3.5 Delivery of Documentation

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support.

3.4 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

3.5 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

**ARTICLE 4
COMPENSATION**

The Payment Schedule, and/or budget are in Exhibit C and the compensation is on the Signature page. County will pay Contractor the agreed upon price(s), pursuant to Exhibit C for the work specified in Exhibit A, Statement of Work. The County is precluded from making payments prior to receipt of services (advance payments). Contractor shall provide and maintain an accounting and financial support system to monitor and control costs to assure the Agreements completion. Invoices are subject to the requirements below.

4.1 Fiscal for Fixed Pricing. (Rev. 7/31/08)

4.1.1 General Principles. Contractor shall comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the Federal Office of Management and Budget, which can be viewed at <http://www.whitehouse.gov/omb/circulars>. Contractor shall comply with all Federal, State and other funding source requirements. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in the budget or elsewhere to be furnished by County.

4.1.2 Invoices. Payment for the services performed under this Agreement shall be in accordance with Exhibit C, unless other payment methodologies are negotiated and agreed to by both Contractor and County. Contractor shall submit approved invoices monthly to the Contracting Officer's Representative ("COR") for work performed in the monthly period, accordingly. Contractor's monthly invoices shall be completed and submitted in accordance with written COR instructions and shall include a statement certifying whether it is in compliance with Paragraph 8.15 of this Agreement

4.1.3 Payments. County agrees to pay Contractor in arrears only after receipt and approval by COR of properly submitted, detailed and itemized original invoice referencing the Agreement number and a detailed listing of each pay point target, accomplishment, unit price and/or percentages, and showing the appropriate calculation for each, a progress report documenting the status and accomplishments of Contractor during the billing period pursuant to Exhibit C. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.

4.1.4 Full Compensation. Pending any adjustments by the COR, each invoice approved and paid shall constitute full and complete compensation to the Contractor for all work completed during the billing period pursuant to Exhibit A and Exhibit C. Contractor shall be entitled only to compensation, benefits, reimbursements or ancillary services specified in this Agreement. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.

4.1.5 Prompt Payment for Vendors and Subcontractors

4.1.5.1 Prompt payment for vendors and subcontractors.

**COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES**

- 4.1.5.1.1. Unless otherwise set forth in this paragraph, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County and shall be paid out of such amounts as are paid to Contractor under this Agreement.
- 4.1.5.1.2 Contractor shall include a payment clause conforming to the standards set forth in Paragraph 4.1.5.2.3 of this Agreement in each of its subcontracts, and shall require each of its subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.
- 4.1.5.2 If Contractor, after submitting a claim for payment to County but before making a payment to a vendor or subcontractor for the goods or performance covered by the claim, discovers that all or a portion of the payment otherwise due such vendor or subcontractor is subject to withholding from the vendor or subcontractor in accordance with the vendor or subcontract agreement, then the Contractor shall:
 - 4.1.5.2.1 Furnish to the vendor or subcontractor and the COR within three (3) business days of withholding funds from its vendor or subcontractor a notice stating the amount to be withheld, the specific causes for the withholding under the terms of the subcontract or vendor agreement; and the remedial actions to be taken by the vendor or subcontractor in order to receive payment of the amounts withheld.
 - 4.1.5.2.2 Contractor shall reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph 4.1.5.2.1 of this Agreement and Contractor may not claim from the County this amount until its subcontractor has cured the cause of Contractor withholding funds;
 - 4.1.5.2.3 Upon the vendor's or subcontractor's cure of the cause of withholding funds, Contractor shall pay the vendor or subcontractor as soon as practicable, and in no circumstances later than ten (10) days after the Contractor claims and receives such funds from County.
- 4.1.5.3 Contractor shall not claim from County all of or that portion of a payment otherwise due to a vendor or subcontractor that Contractor is withholding from the vendor or subcontractor in accordance with the subcontract agreement where Contractor withholds the money before submitting a claim to County. Contractor shall provide its vendor or subcontractor and the COR with the notice set forth in Paragraph 4.1.5.2.1 of this Agreement and shall follow Paragraph 4.1.5.2.3 of this Agreement when vendor or subcontractor cures the cause of Contractor withholding its vendors or subcontractor's funds.
- 4.1.5.4 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and request instructions for disposition of the overpayment.
- 4.1.6 Conditions Prerequisite To Payments. County may elect not to make a particular payment if any of the following exists:
 - 4.1.6.1 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.
 - 4.1.6.2 Unauthorized Actions by Contractor. Contractor took any action pertaining to this Agreement, which required County approval, without having first received said County approval.
 - 4.1.6.3 Default. Contractor was in default under any terms and conditions of this Agreement.
- 4.1.7 Withholding Of Payment. County may withhold payment until reports, data, audits or other information required for Agreement administration or to meet County or State reporting or auditing requirements are received and approved by COR or designee. The County may also withhold payment if, in the County's opinion, Contractor is in non-compliance with this Agreement.
- 4.1.8 Availability of Funding. The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.

County shall, in its sole discretion, have the right to terminate or suspend Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and Contractor shall meet within ten (10)

**COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES**

days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no agreement is reached between County and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.

In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.

- 4.1.9 Disallowance. In the event the Contractor receives payment for services under this Agreement which is later disallowed by the County, Contractor shall promptly refund the disallowed amount to County on request, or at its option, County may offset the amount disallowed from any payment due or to become due to Contractor under any Agreement with the County.
- 4.1.10 Maximum Price. During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

ARTICLE 5

AGREEMENT ADMINISTRATION

- 5.1 County's Agreement Administrator. The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR")
- 5.1.1 County's COR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.
- 5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements, which do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement period or the total Agreement price. Each AA shall be in writing and signed by COR and Contractor. All inquiries about such AA will be referred directly to the COR.
- 5.2 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6

CHANGES

- 6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc. and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by such an order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Such changes may require Board of Supervisors approval.
- 6.2 Claims. Contractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the

**COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES**

Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

**ARTICLE 7
SUSPENSION, DELAY AND TERMINATION**

- 7.1 **Termination For Default.** Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

- 7.2 **Damages For Delay.** If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.
- 7.3 **County Exemption From Liability.** In the event there is a reduction of funds made available by County to Contractor under this or subsequent Agreements, the County of San Diego and its Departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.4 **Full Cost Recovery Of Investigation And Audit Costs.** Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement. Reimbursement for such costs shall be withheld from any amounts due to Contractor pursuant to the payment terms of the Agreement, or from any other amounts due to Contractor from County.
- 7.5 **Termination For Convenience.** The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Contract until such termination:
- 7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.
- 7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 7.5.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
- 7.5.4.1 Improperly submitted claims, or
- 7.5.4.2 Any failure to perform the work in accordance with the Statement of Work, or
- 7.5.4.3 Any breach of any term or condition of the Agreement, or
- 7.5.4.4 Any actions under any warranty, express or implied, or
- 7.5.4.5 Any claim of professional negligence, or

**COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES**

- 7.5.4.6 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
- 7.6 County reserves the right to terminate and/or prohibit, without prior notice, contractor and contractor's employees, subcontractors, or consultants from accessing County data systems, County owned software applications, including websites, domain names, platforms, physical files, and/or treating patients/clients.
- 7.7 Suspension Of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.
- 7.8 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS**

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable Federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet web-site (www.co.san-diego.ca.us).
- 8.5 Non Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, or physical, mental disability, political affiliation and marital status in accordance with Title IX of the Education Amendments of 1972; Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d), the Age Discrimination of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code, Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq.) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.
- 8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Acquired Immune Deficiency Syndrome, AIDS-related complex (ARC), or AIDS-related status (ARS), as those terms are defined in Chapter 1, Section 32.1203, San Diego County Code of Regulatory Ordinances.
- 8.7 American With Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the Agreement nor any funds provided thereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

**COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES**

- 8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and Federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.
- 8.11.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
- 8.11.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.11.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- 8.11.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.11.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 8.11.3 The County may terminate for default or breach this Agreement, and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.
- 8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors:
- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements; and
- 8.12.3 Zero Tolerance For Fraudulent Conduct In County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by Contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by independent Contractors in connection with their performance under the Agreement, said Agreement shall be terminated; and
- 8.12.4 Interlocking Directorate. In recognition of County Policy A-79, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and
- 8.12.5 Zero Tolerance In Coaching Medi-Cal Or Welfare Clients (Including Undocumented Immigrants). The County of San Diego in recognition of its unique geographical location and the utilization of Welfare and Medi-Cal system by foreign nationals who are not legal residents of this county or country, has adopted a Zero Tolerance policy and shall aggressively prosecute employees and Contractors who coach Medi-Cal or Welfare clients (including undocumented immigrants), to obtain services for which they are not otherwise entitled.
- As a material condition of this Agreement, Contractor agrees that the Contractor and Contractor's employees, while performing service for the County, on County property or while using County equipment shall not:

**COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES**

- (a) in any way coach, instruct, advise, or guide any Medi-Cal or Welfare clients or prospective clients who are undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.
- (b) support or provide funds to any organization engaged directly or indirectly in advising undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.

Contractor shall inform all employees that are performing service for the County on County property or using County equipment of County's Zero Tolerance Policy as referenced herein.

County may terminate for default or breach this Agreement and any other Agreement Contractor has with County, if Contractor or Contractor employees are determined not to be in compliance with the conditions stated herein.

- 8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 1) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- 8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County Facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.
- 8.15 Debarment And Suspension. As a sub-grantee of federal funds under this Agreement, Contractor certifies that it, its principals, its employees and its subcontractors:
 - 8.15.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 8.15.2 Have not within a 3-year period preceding this Agreement been convicted of or had a civil or administrative judgment rendered against them for the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;
 - 8.15.3 Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - 8.15.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (Federal, State, or local) terminated for cause or default.
- 8.16 Display of Fraud Hotline Poster(s). As a material term and condition of this contract, Contractor shall:
 - 8.16.1 Prominently display in common work areas within all business segments performing work under this contract County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
 - 8.16.2 Posters may be downloaded from the County Office of Ethics and Compliance <http://www.sdcounty.ca.gov/cao/oia.html>

**COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES**

- 8.16.3 Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website
- 8.16.4 If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;
- 8.16.5 In the event Contractor subcontracts any of the work performed under this contract, Contractor include this clause in the subcontract(s) and shall take appropriate steps to ensure compliance by the subcontractor(s).
- 8.17 False Claims Acts: Contractor and all Subcontractors shall provide information on the Federal and State Claims Acts information annually to their employees providing services under this contract. The minimum acceptable information in may be found at www.cosdcompliance.org

**ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT**

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent Agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.
- 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
- 9.2 Conduct of Contractor; Confidential Information.
- 9.2.1 Contractor shall inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- 9.2.2 The Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information, which is acquired in connection with his employment. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 The Contractor, or employees thereof, shall not offer directly or indirectly gifts, gratuity, favors, entertainment, or other items of monetary value to an employee or official of the County.
- 9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.
- 9.3 Prohibited Agreements. As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:
- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;

**COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES**

- 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.
- 9.4. Limitation Of Future Agreements Or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future Contracting with the County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.
- 9.4.1. If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County Agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
- 9.4.2. Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

**ARTICLE 10
INDEMNITY AND INSURANCE**

- 10.1. Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
- 10.2. Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

**ARTICLE 11
AUDIT AND INSPECTION OF RECORDS**

The County shall have the audit and inspection rights described in this section.

- 11.1. Audit And Inspection. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized Federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all

**COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES**

necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by Agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

- 11.2 External Audits. Health and Human Services (HHS) Contractors shall advised and provide the electronic audit copies to Agency Contract Support (ACS) at ACS.HHS@sdcounty.ca.gov. All other contractors will provide the following to their COR:
- 11.2.1 COR shall be advised of all pending audits by Federal or State representatives regarding Contracted services identified in this Agreement within seventy-two (72) or the Contractor receiving notice of the audit.
- 11.2.2 Contractor shall provide COR with a copy of the draft and final State or Federal audit reports within twenty four (24) hours of receiving them.
- 11.2.3 Contractor shall provide COR a copy of the contractor's response to the draft and final State or Federal audit reports at the same time as response provided to the State or Federal representatives.
- 11.2.4 Contractor shall provide COR a copy of the State or Federal audit's representative's response to the contractors' response within forty-eight (48) hours of receiving it. This will continue until the State or Federal auditors have accepted and closed the audit.
- 11.3 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 11.4 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.4.1 and 11.4.2, below:
- 11.4.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
- 11.4.2 Record which relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.
- 11.5 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontract hereunder except altered as necessary for proper identification of the Contracting parties and the Contracting officer under the County's prime Agreement.

**ARTICLE 12
INSPECTION OF SERVICE**

- 12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.
- 12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and

**COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES**

requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by Agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

**ARTICLE 13
USE OF DOCUMENTS AND REPORTS**

- 13.1 **Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
- 13.2 **Ownership, Publication, Reproduction And Use Of Material.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 **Confidentiality.** County and Contractor agree to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, County and Contractor agree to only disclose confidential records where the holder of the privilege, whether the County, the Contractor or a third party, provides written permission authorizing the disclosure. Contractor understands that County must disclose certain records pursuant to the California Public Records Act ("the Act"). If Contractor demands that County not disclose requested records Contractor believes qualify for exception or exemption from disclosure pursuant to the Act, County will comply with Contractor's demand if Contractor identifies those records and the applicable exception(s) or exemption(s), in writing, within five (5) business days from receipt of County's notice to Contractor of the request for disclosure of records. If Contractor does not identify the records and reason(s) that it deems some or all of the records to be confidential, County may disclose those records at its sole discretion. Contractor agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) for records the County withholds from disclosure at Contractor's direction. This Section 13.3 shall not prevent the County or its agents or any other governmental entity from accessing the confidential records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.
- County may identify, for purposes of clarification, certain laws and regulations that are specifically applicable to Contractor's work under this Agreement. Those laws and regulations may be set forth in Exhibit A – Statement of Work. County, however, is under no obligation to identify all applicable laws and regulations and assumes no liability for identifying confidentiality laws and regulations, if any, applicable to the work under this Agreement.
- 13.4 **Maintenance Of Records.** Contractor shall maintain all records and make them available within San Diego County for a minimum of three (3) years from the ending date of this Agreement unless County agrees in writing to an earlier disposition or longer where legally required or while under dispute. Contractor shall provide any requested records to County within 48-hours of the request.
- 13.5 **Custody Of Records.** County, at its option, may take custody of Contractor's client records upon Agreement termination or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and Federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Contractor for examination and inspection.
- 13.6 **Audit Requirement.** Contractor shall annually engage a Licensed Certified Public Accountant to conduct an annual audit of their agency's operations. Contractors that expend \$500,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments, Public Law 104-156, and OMB Circular A-133 and 45 CFR part 74.26. Contractors that are commercial organizations (for-profit) are required to have a non-Federal audit if, during its fiscal year, it expended a total of \$500,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of OMB Circular A-133 but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any Agreement or Agreement Contractor enters into with an audit firm to provide access by the County, State, Federal Government to the working papers of the independent auditor who prepare the audit for Contractor.

**COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES**

Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with OMB Circular A-133, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.

- 13.7 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.
- 13.8 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

**ARTICLE 14
BUSINESS ASSOCIATE PROVISIONS**

14.1 Definitions. Terms used, but not otherwise defined, in this Article 14 shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 and 164.501. (All regulatory references in this Article 14 are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

14.1.1 Business Associate. "Business Associate" shall mean Contractor.

14.1.2 Covered Entity. "Covered Entity" shall mean that part of the County designated as the hybrid entity within the County subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E and those parts of the County designated as business associates of other entities subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.

14.1.3 Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.

14.1.4 Individual. "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

14.1.5 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.

14.1.6 Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.

14.1.7 Required By Law. "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.

14.1.8 Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

14.2 Obligations and Activities of Business Associate

14.2.1 Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.

14.2.2 Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by the Contract.

14.2.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of the Contract.

**COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES**

- 14.2.4 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the Contract.
- 14.2.5 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through the Contract to Business Associate with respect to such information.
- 14.2.6 Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.
- 14.2.7 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
- 14.2.8 Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- 14.2.9 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- 14.2.10 Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Exhibit A of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

14.3 Permitted Uses and Disclosures by Business Associate.

Except as otherwise limited in the Contract, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Exhibit A of the Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

- 14.3.1 Except as otherwise limited in the Contract, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 14.3.2 Except as otherwise limited in the Contract, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 14.3.3 Except as otherwise limited in the Contract, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 Code of Federal Regulations 164.504(e)(2)(i)(B).

14.4 Obligations of Covered Entity.

- 14.4.1 Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

**COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES**

- 14.4.2 Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- 14.4.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522.
- 14.5 Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- 14.6 Term and Termination.
- 14.6.1 Term. The Term of this Article 14 shall begin on the effective date of this contract, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- 14.6.2 Termination for Cause for Breach of Terms of Article 14. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or immediately terminate the Contract if Business Associate has breached a material term of the Contract and cure is not possible.
- 14.6.3 Effect of Termination.
- 14.6.3.1 Except as provided in paragraph 14.6.3.2 of this Article 14, upon termination of the Contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- 14.6.3.2 In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Article 14 to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
- 14.7 Miscellaneous
- 14.7.1 Regulatory References. A reference in this Article 14 to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- 14.7.2 Amendment. The Parties agree to take such action as is necessary to amend this Article 14 from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- 14.7.3 Survival. The respective rights and obligations of Contractor and Business Associate under Section 14.6.3 of this Article 14 shall survive the termination of the Contract.
- 14.7.4 Interpretation. Any ambiguity in this Article 14 shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

**COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES**

**ARTICLE 15
DISPUTES**

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

**ARTICLE 16
GENERAL PROVISIONS**

- 16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no Agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COR, pursuant to Paragraph 1.4.
- 16.2 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.
- 16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.
- 16.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 16.7 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 Modification Waiver. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three (3) business days after deposit in the U.S. Mail or by email, as the case may be to the COR and Contractor's Representative identified on the signature page.
- 16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected

**COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES**

thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- 16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence of each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for Contracted programs identified in this Agreement. Copies of publicity materials related to Contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty four (24) hours in advance of all locally generated press releases and media events regarding Contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding Contracted services identified in this Agreement.
- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving instances of violence or threat of violence directed toward staff or clients, breach of confidentiality, fraud, unethical conduct, or instances of staff or client drug and/or alcohol use at the program. Contractor shall report all such incidents to the COR within one work day of their occurrence.
- 16.20 Responsiveness to Community Concerns. Contractor shall notify County within forty eight (48) hours of receipt of any material complaints including but not limited to complaints referring to issues of abuse or quality of care, submitted to Contractor verbally or in writing, regarding the operation of Contractor's program or facility under this agreement. Contractor shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Contractor shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.
- 16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of contractor staff and volunteers in compliance with any licensing, certification, or funding requirements, which may be higher than the minimum standard described herein. At a minimum, background checks shall be in compliance with Board of Supervisors policy C-28 and are required for any contractor staff or volunteer assigned to sensitive positions funded by this contract. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client.
- 16.21.1 Criminal Background Check. Contractor shall have a documented process to review criminal history of candidates for employment or volunteers under this Agreement that will be in sensitive positions as defined in paragraph 16.21.4. At a minimum, Contractor shall check the California criminal history records, or state of residence for out-of-state candidates. Contractor shall review the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of a candidate. (Example: Documented consideration of factors such as: If there is a conviction in the criminal history, how long ago did it

**COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES**

occur? What were the charges? What was the individual convicted of and what was the level of conviction? If selected, where would the individual work and is the conviction relevant to the position?).

16.21.2 Contractor shall either utilize a subsequent arrest notification service during employee or volunteers' tenure or perform criminal history annually.

16.21.3 Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 13.3 "Maintenance of Records."

16.21.4 Definitions

A. Activities of Daily Living: The basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.

B. Minor: Individuals under the age of eighteen (18) years old.

C. Sensitive Position: A job with responsibilities that can be criminally abused at great harm to the contract or the clients served. All positions that (1) physically supervise minors or vulnerable adults, (2) have unsupervised physical contact with minors or vulnerable adults, or (3) have fiduciary responsibility to a County client or direct access to, or control over client bank accounts, or serve in a financial capacity to the County client.

D. Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that which may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them.

E. Volunteer: A person who performs a service willingly and without pay.

16.22 Health Insurance. Contractor shall ask any client if the client or any minor(s) for whom they are responsible have health insurance coverage. If the response is "no" for client or minor(s) the Contractor shall refer the client to Covered California at <https://www.coveredca.com/> or to 1-800-300-1506.

/

/

/

/

**COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES**

SIGNATURE PAGE

AGREEMENT TERM. This Agreement shall be effective this 1st day of July 2014 ("Effective Date") and end on **June 30, 2015** ("Initial Term") for a total Agreement period of one (1) year.

OPTION TO EXTEND. The County's option to extend is for six (6) increments of one (1) year each for a total of six (6) years beyond the expiration of the Initial Term, not to exceed **June 30, 2021**, pursuant to Exhibit C Payment Schedule or adjustment factor identified. Unless County notifies Contractor in writing, not less than thirty (30) days prior to the expiration date that they do not intend to renew the Agreement; the Agreement will be automatically renewed for another year.

Options To Extend For One To Six Additional Months At End Of Agreement. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. Each extension shall be effected by written notice delivered to Contractor no less than fifteen (15) calendar days prior to expiration of any Agreement term.

The rates set forth in Article 4, Exhibit C, or other pricing section of this Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to "Availability of Funds."

COMPENSATION: Pursuant to Exhibit C, County agrees to pay Contractor a sum not to exceed **seven hundred fifty thousand dollars (\$750,000)** for the initial term of this Agreement and **seven hundred fifty thousand dollars (\$750,000)** for each of the six (6) one year option periods, for a maximum Agreement amount of **five million two hundred fifty thousand dollars (\$5,250,000)** in accordance with the method of payment stipulated in Article 4. It is understood that the parties will meet and confer on the contract price if adjustments are made to the scope of work for an extension of the term or terms. These discussions shall not obligate either party to make a requested adjustment to the scope of work or price except as otherwise set forth in this Agreement, nor shall it relieve either party of its obligations under the Agreement.

COR. The County has designated the following individual as the Contracting Officer's Representative ("COR")

Dr. Geoff R. Twitchell, Treatment Director
9444 Balboa Avenue, Suite 500
San Diego, CA 92123
Phone: 858-514-3175, E-mail: Geoff.Twitchell@sdcounty.ca.gov

CONTRACTOR'S REPRESENTATIVE. The Contractor has designated the following individual as the Contractor's Representative.

Nancy Gannon Hornberger, CEO
8755 Aero Dr. Ste. 100
San Diego, CA 92123
Phone: 858-565-4148, FAX: 858-974-3607; E-mail: Nancy@saysandiego.org

IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date first set forth above

COUNTY OF SAN DIEGO

SAY SAN DIEGO

By:


JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

By:


NANCY GANNON HORNBERGER, CEO

Date:

7/1/14

Date:

July 1, 2014

COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES
EXHIBIT A – STATEMENT OF WORK

1. **Scope of Work/Purpose**

Contractor shall provide evidence-based Cognitive Behavioral Therapy (CBT) curriculum to the offender population in San Diego County with treatments that address any or all of the following factors: criminal thought process, cognitive and behavioral control of anger, interpersonal skill deficits, and exposure to trauma and attendant symptoms.

2. **Background Information**

The San Diego Community Corrections Partnership (CCP), chaired by the Chief Probation Officer and including an Executive Committee comprised of the Presiding Judge, the District Attorney, the Public Defender, the Sheriff, a Chief of Police, and the Director of the Health and Human Services Agency, developed the Public Safety Realignment 2011 Implementation Plan (Implementation Plan), which was adopted by the Board of Supervisors on September 27, 2011 (2) and amended on December 6, 2011 (1). One of the Implementation Plan's goals is to incorporate evidence-based practices to those offenders that are supervised by Probation. In support, the CCP established a subcommittee to identify and select appropriate evidence-based Cognitive Behavioral Therapy curricula to target the criminal thinking needs and the high incidence of trauma exposure and related behavioral and mood symptoms of the offender population.

3. **Goals**

The Contractor will support Probation's mission to protect community safety, reduce crime and assist victims through offender accountability and rehabilitation. The goal of the program is to provide Cognitive Behavioral Therapy specific to criminal thinking of offenders who have been assessed to have criminogenic needs in that area as well as those offenders whom have been exposed to trauma. The Contractor will work with participants to develop skills, knowledge, and insights that will enable them to make positive, healthy choices in the future.

4. **Outcomes**

4.1. **Outcome Objectives.** Contractor shall achieve the following outcome objectives:

4.1.1. **Successful Completion.** Fifty percent (50%) of participants shall successfully complete the treatment program.

4.1.2. At least seventy-five percent (75%) of participants completing the program will demonstrate the ability to identify two (2) or more personally relevant points or issues learned. (As demonstrated in the Pre/Post- tests and self-report evaluations.)

4.2. **Process Objectives.** Contractor shall achieve the following process objectives:

4.2.1. **Intake.** Intake services shall be provided to a minimum of seventy-five percent (75%) of the participants referred to the program within three (3) business days of the date of referral to the program.

4.2.2. Seventy-five percent (75%) of participants who complete the program will have Pre- and Post- tests completed.

4.2.2.1. Copies of the Pre- and Post- tests shall be made available to Probation monthly.

**COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES
EXHIBIT A – STATEMENT OF WORK**

- 4.2.3. Monthly meetings with Probation Treatment Director to discuss program implementation, clinician adherence to treatment protocol/curriculum, barriers to be overcome for highest level of participation as well as treatment attendance and compliance.
- 4.2.4. Working with the case carrying Probation Officer, random urine drug screening will be conducted on fifty percent (50%) of participants with the screening condition and shall be conducted in accordance with Probation's drug testing guidelines (Appendix A). The contractor will handle the urinalysis testing.

5. Target Population and Geographic Service Area

- 5.1. Target Population. Contractor shall provide services to offenders referred by the Probation Department.
- 5.2. Geographic Service Area. Services shall be designed to serve offenders countywide.

6. Program Location and Hours of Operation

- 6.1. Contractor shall provide all facilities, facility management, staff, participant consumables and sustenance, supplies and other resources necessary to establish and operate the program
- 6.2. Contractor's facility shall be accessible by public transportation in compliance with ADA and California State Administrative Code Title 24; and be open for morning, afternoon, evening and/or weekend sessions to be provided. Prior to any change in location of facility, the Contracting Officer's Representative (COR) reserves the right to conduct a site visit(s), inspect facility plans, and approve the location and budget and/or service delivery impact which may result from the proposed move to a new location/facility.
- 6.3. Days and Hours of Operation. Treatment hours should be constructed for attendance both during normal daytime business hours and also in evenings to accommodate participant's work schedules.

7. Definitions

- 7.1. Assessment – An in-depth evaluation including level of care assessment and participant strengths and needs to provide baseline information regarding life domains, i.e., alcohol and/or other drug use, medical, employment, legal, social, psychological, family, environment and special needs.
- 7.2. Crisis Intervention – Clinical services that address and immediately provide or coordinate care for safe stabilization of the individual in crisis situations that may take place during the treatment of the participant. These include the ability to identify and assess for suicidal and homicidal ideation, intent, and plan which may emerge as a result of relapse and/or mental status or emotional decompensation. Licensed providers are expected to be directly involved in the assessment and intervention process. These services are meant to be short term, focused on psychiatric stabilization of the individual after decompensation and have a goal of assisting the participant to continue CBT treatment whenever possible.

COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES
EXHIBIT A – STATEMENT OF WORK

- 7.3. Discharge plan – An individual plan of action to support recovery maintenance after an individual has been discharged from a treatment program and that includes specific plans for attendance of aftercare sessions.
 - 7.4. Aftercare Sessions – Group sessions that take place after completion of a treatment program and that are focused on promoting maintenance of recovery through continued support and skill building. Aftercare sessions should be scheduled for optimal attendance by participants on an as-needed or drop-in basis, which typically includes availability of one to two evening sessions weekly on a recurring basis and formally advertised on a routine schedule. Aftercare should be delivered in a 90 minute session. The clients are eligible for one year of aftercare during the term of supervision.
 - 7.5. Group session – A face-to-face interaction, in a group setting, on an as-needed or scheduled basis, between the participant and program staff designed to support and encourage positive changes within the participant's life and to promote recovery. Group sessions should be 90 minutes in length.
 - 7.6. Intake – The process by which the program obtains initial information about the offender.
 - 7.7. Participant – An individual offender referred by Probation, for whom intake procedures have been completed.
 - 7.8. Participant file – The file that contains information required by the established standards for each participant upon intake to the CBT program. Information shall minimally include the Probation Department Case Plan, Consent to Release information, results of all screenings and assessments completed by the staff and/or the Probation Department, a copy of the Reentry Plan, a Client's Rights Agreement, and a signed Program Rules statement, and other information required by Probation, with the explicit understanding that Probation may access and review all contents of the participant file as needed for determination of compliance with conditions of probation.
 - 7.9. Shall – "Shall" means mandatory.
 - 7.10. Unduplicated clients – Participants who are opened to program only once in the same fiscal year.
 - 7.11. COMPAS (Correctional Offender Management Profiling for Alternative Sanctions) – A research based risk and needs assessment tool used to assist placing, supervising and case managing offenders in the community and secure settings. COMPAS is utilized by the Probation Department to help determine supervision levels and identify appropriate treatment plans based on a variety of criminogenic need areas.
 - 7.12. Completion of Treatment – When an individual attends all treatment sessions outlined in the curriculum, regardless of urine toxicology screening results or other potential clinical markers of success.
8. Service Delivery Requirements
- 8.1. Contractor shall provide a range of cognitive behavioral therapies for the target population. Interventions utilized shall be determined in coordination with the COR and consist primarily of structured CBT curricula with evidence-based validity and efficacy. Most importantly, staff shall be well trained and highly competent in providing therapy from a CBT platform.

COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES
EXHIBIT A – STATEMENT OF WORK

Monthly observation of group therapy sessions by the Probation Treatment Director will be conducted to assess the fidelity of the application of treatment with the detailed written curriculum. In addition, the COR may intermittently assign a Probation Department staff member or Sheriff's Correctional Counselors to observe group sessions for increased familiarity with the treatment approach and the engagement of participants. Primary emphasis shall be on curriculum based cognitive behavioral group counseling, but periodic individual therapy sessions are encouraged. Individual therapy sessions should be 50 minutes in length. This structured environment should allow participants to access knowledge and information in a supportive, non-threatening environment. Counselors shall be trained in facilitating group sessions and work to ensure that each participant has the opportunity to gain skills in a positive peer culture setting. Examples of such treatments include but are not limited to:

- 8.1.1. Moral Reconciliation Therapy™ (MRT): MRT™ was developed by Dr. Gregory Little and Dr. Kenneth Robinson in 1985 and focuses on eight basic treatment issues: confrontation of problem beliefs, attitudes, and behaviors; assessment of current relationships; reinforcement of positive behavior and habits; positive identity formation; enhancement of self-concept; decrease in hedonism; development of frustration tolerance; and development of higher stages of moral reasoning.
 - 8.1.1.1. Contractor shall be able to provide MRT™ services with a minimum of one (1) counselor per 8-12 participants.
 - 8.1.1.2. Curriculum will consist of weekly or biweekly therapy sessions that take place for at least three (3) months, but can be as long as nine (9) months in duration.
- 8.1.2. Thinking for Change (T4C): T4C is a widely used therapy developed specifically for criminal offender populations by the National Institute of Corrections. This treatment consists of 22 group sessions and focuses on three (3) cognitive perspectives: cognitive restructuring, social skills development, and development of problem solving skills.
 - 8.1.2.1. Contractor shall provide a minimum of one (1) counselor per 8-12 participants during the 22 session specified curriculum by certified facilitators of this approach.
 - 8.1.2.2. Curriculum will consist of weekly or biweekly therapy sessions that take place for at least three (3) months, but can be as long as nine (9) months in duration.
- 8.1.3. Seeking Safety: Seeking Safety: A Treatment Manual for PTSD and Substance Abuse was developed by Dr. Lisa Najavits (2002) and covers 25 topic areas related to symptoms that can occur as a consequence of experiencing trauma and substance abuse problems. Seeking Safety is based on five central ideas: (1) Safety as the priority of treatment. (2) Integrated treatment. (3) A focus on ideals. (4) Four content areas: cognitive, behavioral, interpersonal, and case management. (5) Attention to clinician processes.
 - 8.1.3.1. Contractor shall provide a minimum of one (1) counselor per 8-12 participants during the specified curriculum.

COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES
EXHIBIT A – STATEMENT OF WORK

- 8.1.3.2. Curriculum will consist of weekly or biweekly therapy sessions that take place for at least three (3) months, but can be as long as nine (9) months in duration, including aftercare/maintenance sessions.
- 8.1.4. Seeking Safety or other evidence-based trauma focused treatments will be able to accommodate all female group membership if warranted (i.e., interpersonal trauma such as rape may necessitate an all-female program or treatment track.)
- 8.1.5. Cognitive Processing Therapy: Cognitive Processing Therapy is a driven twelve (12) session cognitive behavioral treatment curriculum developed by Dr. Patricia Resick that has been found effective for the treatment of PTSD due to a wide variety of trauma incidents which occur with high frequency in criminal offender populations, including sexual assault and childhood sexual abuse, and offers an alternative to purely exposure based interventions.
 - 8.1.5.1. Cognitive Processing Therapy or other trauma focused treatments will be able to accommodate all female group membership if warranted (i.e., interpersonal trauma such as rape may necessitate an all-female program or treatment track.)
 - 8.1.5.2. Curriculum will consist of weekly or biweekly therapy sessions that take place for at least three (3) months, but can be as long as nine (9) months in duration.
- 8.1.6. Criminal Conduct and Substance Abuse Treatment: Strategies For Self-Improvement and Change, Pathways to Responsible Living was developed by Wayne Wanberg and Harvey B. Milkman (2006): Criminal Conduct and Substance Abuse Treatment is a cognitive-behavioral treatment protocol for changing the behaviors of individuals who have both problems of substance abuse and criminal behavior. The purpose is to effectively prevent recidivism and substance abuse relapse. The program provides operational guidelines for a nine (9) to twelve (12) month curriculum, specifically designed for substance abusing offenders. Rationale, objectives, content, and presentation sequence have been developed for three phases of treatment delivery: challenge to change, commitment to change, and ownership of change.
 - 8.1.6.1. Criminal Conduct and Substance Abuse Treatment will be able to be gender responsive and accommodate all female group membership if clinically warranted.
- 8.2. Intake. Probation will serve as the referral source and will have made an initial assessment and determination of clinical need for CBT using the COMPAS. Contractor will include these COMPAS findings and any other relevant referring clinical information in the psychosocial assessment/intake and will confirm the need for CBT treatment through their initial evaluation of participant. Contractor shall screen all participants referred to a program to determine the extent of need for cognitive behavioral therapy. The intake process shall include, though is not limited to, reviewing and explaining to each program participant the program purpose, requirements, and responsibilities of the participant.
 - 8.2.1. Scheduling. All intake sessions shall be scheduled within three (3) business days of the date of referral to the program.

**COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES
EXHIBIT A – STATEMENT OF WORK**

- 8.3. Contractor shall provide services that are gender-specific. Contractor shall consider relevant gender-specific issues in the provision of services. Consideration shall be demonstrated by identification of relevant gender-specific issues within appropriate treatment documentation.
- 8.4. Contractor shall provide services that are culturally relevant.
- 8.5. Contractor shall provide signature documentation for all group session participants to include start and stop time.
- 8.6. Contractor shall require all counselors to sign in and out on a daily basis on a form approved by Probation.
- 8.7. Contractor shall provide crisis intervention services as needed.
- 8.8. Contractor shall provide Probation COR with the following prior to contract implementation:
 - 8.8.1. Copy of the curriculum.
 - 8.8.2. Copies of therapy staff resumes and/or qualifications, such as professional licensing.
 - 8.8.3. Copies of the Pre- and Post- tests.
 - 8.8.4. Copies of the Customer Satisfaction Questionnaires.
 - 8.8.5. Copy of the program schedule.
 - 8.8.6. Contractor shall notify COR of any schedule changes within a twenty-four (24) hour period. Exception, to be within a one (1) hour period of extenuating circumstances.
 - 8.8.7. Contractor shall make every effort to continue programming in the event of staff absences. In the event that contractor cancels any programming, the contractor shall notify COR in writing of the cancellation within a twenty-four (24) hour period and report the steps taken by the contractor to avoid the cancellation.
- 8.9. Contractor shall maintain a written policy outlining the organization/practice's service delivery continuum, including:
 - 8.9.1. Documentation standards
 - 8.9.2. Procedures for scheduling intakes
 - 8.9.3. Intake assessment of participants
 - 8.9.4. Waiting list policy
 - 8.9.5. Follow-up phone call to participant when absent.
 - 8.9.6. Follow-up contact with Probation when participant misses two (2) sessions in a row or when a participant has missed twenty percent (20%) of scheduled sessions.
 - 8.9.7. Reporting participant progress/non-compliance to Probation
 - 8.9.8. Crisis intervention services
 - 8.9.9. Discharge criteria
 - 8.9.10. Collection and reporting of measurable outcomes including urine drug screen results.
- 8.10. For participants identified for drug testing under Section 4.2.4., Contractor shall conduct presumptive drug testing on-site. If the participant tests positive, samples should be sent to a drug testing laboratory, approved by Probation, for confirmation.

9. Service Delivery System Requirements

- 9.1. Program Management. The Contractor shall provide Program Management, which includes business and administrative planning, organizing, directing, coordinating, and approval actions designed to accomplish overall program objectives.

COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES
EXHIBIT A – STATEMENT OF WORK

- 9.1.1. Contractor shall notify COR within seventy-two (72) hours when there is a change in key management and direct service personnel funded by this contract. Notification will include a plan to ensure services continue with minimal impact.
- 9.2. Contractor's Program Staff Qualifications. Documentation of staff qualifications shall be kept on file at program site. Contractor shall obtain approval from the COR or Designee regarding any exception to staff qualification requirements identified in this Statement of Work.
 - 9.2.1. Onsite Program Manager/Director shall be a licensed mental health professional with a minimum of three years direct clinical experience working with adults; one year of experience on a cross-disciplinary team; and one year of administrative experience that included supervision of paid clinical personnel. Program Manager/Director must have any of the following degrees: PhD, LCSA or MFT and an accompanying current license to practice in California given by the Board of Psychology or the Board of Behavioral Sciences. Contractor shall obtain approval from COR regarding the qualifications of the Program Manager subsequent to hiring. Requests for exceptions to these criteria shall be submitted in writing, in advance, to the COR
 - 9.2.2. Contractor shall provide for the clinical supervision of program staff by a licensed mental health professional with a minimum of three years of direct clinical experience working with adults.
- 9.3. Meetings and Trainings
 - 9.3.1. Contractor staff shall hold monthly case review meetings to monitor participant progress toward established benchmarks in competencies. If a participant fails to make expected progress, the multi-disciplinary integrated team, comprised of the case carrying Probation Officer, Probation Treatment Director or designee, and any applicable behavioral health and physical health providers, will identify a plan of action to better serve the participants. Quarterly meetings may also be scheduled by the Contractor at the discretion of the COR.
 - 9.3.2. Contractor shall participate in System of Care system-wide meetings, emergency planning meetings, other meetings as required, and training as called by the COR. Contractor shall participate through the Program Manager and other Contractor staff as necessary, in monthly Coordinator's meetings with the Probation Department, as indicated in Section 4.2.3.
 - 9.3.3. The COR may periodically schedule training events or conferences that have a training component. Training notices will state which professional levels of staff are appropriate for attendance. Contractor's staff attendance at scheduled training is mandatory unless otherwise stated in the training notice, or unless exception is approved by the COR. Probation will provide appropriate notice of training dates; at least two weeks notice when possible.
 - 9.3.4. Contracted counselors shall take a CORI/CLETS class and Institutional safety class within sixty (60) days of employment.
- 9.4. Bilingual Services. Contractor shall ensure that program staff are culturally competent to serve the cultural and diverse backgrounds of the participants to be served by:

**COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES
EXHIBIT A – STATEMENT OF WORK**

- 9.4.1. Providing access to bilingual language services in their participants' primary language to ensure effective communication.
- 9.4.2. Identifying a process to determine bilingual proficiency of staff.
- 9.4.3. Providing access to language translation services or making appropriate referrals when staff do not have the capability to speak a participant's language, by using interpreter services as necessary, including American Sign Language by conducting ongoing cultural competency training to staff.
- 9.5. Service Eligibility. Services shall not be refused to participants based on race/ethnicity, disability, culture, religion, gender or sexual orientation.

10. Data Collection and Reporting Requirements

- 10.1. Contractor shall report outcomes, pursuant to Section 4.1 and 4.2 above, in a Monthly Status Report. Content of this monthly report shall be approved by the Probation Department and shall include but not be limited to such elements as number of unduplicated clients served by location and type of service, units of service delivered, staff hiring and terminations, and status of contract program outcome objectives. The Contractor shall report the number of new participants to the program, by site in the report. The Monthly Status Report is due by the 10th calendar day of each month for the preceding month to the COR. Compliance shall be measured by completion of all sections of each report and by timely submission, i.e., no more than two reports per Fiscal Year shall be submitted beyond the due date.
- 10.2. Contractor shall establish and maintain a database sufficient for the collection, maintenance and reporting of the information described in Section 10.1 above. This database shall be available for review by Probation Department upon request.
- 10.3. Contractor shall prepare and maintain complete and accurate participant clinical records to include documentation of services provided, program progress, and discharge plans as appropriate.
- 10.4. For the purposes of billing, contractor shall provide a monthly caseload report in a format approved by Probation listing the names of participants served and dates of service.

11. Clearance Requirements

Contractors shall register in the Probation Department's Community Resource Directory (CRD) and be approved in accordance with the requirements of the CRD. Contractors can apply on line at: <https://crd.sdcounty.ca.gov/>

In order to ensure the safety of program offenders and the integrity of this program, Contractor's employees, interns and volunteers assigned to this contract, shall have clearances completed by the Contractor prior to assignment date. This clearance section provides the Contractor with guidelines in determining which offenders may be appropriately assigned to this contract.

- 11.1. Background Clearances to be Completed: Contractors shall be required to complete the following background clearances:
 - 11.1.1. Criminal background clearance through the State of California Department of Justice (DOJ) and Federal Bureau of Investigation (FBI);

COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES
EXHIBIT A – STATEMENT OF WORK

- 11.1.2. Driving record through the State of California Department of Motor Vehicles (DMV) (11.11);
- 11.1.3. Drug Testing (11.12)
- 11.2. Criminal Background Clearance Reports: State regulations require that the criminal background clearance reports provided by the DOJ and FBI must be destroyed after the hiring determination. Therefore, the results of the criminal background clearances must be documented by the contractor, and the reports destroyed within 30 days after hiring determinations. This pertains only to criminal background clearance reports. Reports provided by the DMV regarding driving records, and reports provided by labs and health clinics regarding results of drug testing and tuberculosis testing, must be maintained by the Contractor.
- 11.3. Time Frame for Completion of Clearance Requirements: Contractor shall require its direct service employees and volunteers, assigned to this contract, to have all clearances completed prior to assignment. A direct service employee or volunteer is an employee or volunteer who provides the services described in this Performance Work Statement.
- 11.4. Volunteers: Any volunteer who performs home visits, interacts with children, has access to confidential information, or performs sensitive functions, as determined by Contractor, shall be subject to a criminal background check prior to assignment.
- 11.5. Subsequent Arrest Notification. Contractor shall enroll in the California Department of Justice Subsequent Arrest Notification Service and ensure that all staff and volunteers are included and enrollment is properly maintained for review. Application for the Subsequent Arrest Notification Service can be found at: <http://ag.ca.gov/publications/crimrecpkg.pdf>
- 11.6. Results of Criminal Background Clearance: Contractor shall not assign an individual to this contract if a background check indicates a criminal record inappropriate to be assigned to this contract. An inappropriate criminal record should be determined using, at a minimum, fingerprinting and, where applicable, Department of Motor Vehicle (DMV) records and pull notices.
- 11.7. Inappropriate Criminal Record: An inappropriate criminal record may include, but is not limited to:
 - 11.7.1. A felony conviction within the last five (5) years
 - 11.7.2. A misdemeanor conviction within the last three years
 - 11.7.3. A criminal history of violence
 - 11.7.4. A conviction for any sex offense
 - 11.7.5. Any history of perpetrating physical or sexual abuse
 - 11.7.6. One (1) or more outstanding warrants
 - 11.7.7. More than three (3) Failure to Appear citations within the last two (2) years
 - 11.7.8. Currently on Probation or Parole.
- 11.8. Review of Violations: Contractor shall evaluate any Penal Code or other statutory violations individually and make a determination as to whether the violation precludes an employee's or volunteer's ability to efficiently carry out contract functions.

COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES
EXHIBIT A – STATEMENT OF WORK

- 11.9. Removal of Employees or Volunteers: Contractor shall immediately remove an employee or a volunteer from duties related to this contract if the individual's updated clearance indicates a criminal record inappropriate to be assigned to this contract.
- 11.10. Compliance with Board Policy C-28: Contractor shall comply with County of San Diego Board of Supervisors Policy C-28 regarding criminal background checks, which can be found at: <http://www.sdcounty.ca.gov/cob/policy/>
- 11.11. Department of Motor Vehicles (DMV): Contractor shall obtain and review the DMV record of any of Contractor's employees or volunteers who are assigned to this contract and whose job duties include, or may include, driving. Such employees and volunteers are referred to in this section as "Drivers." Contractor shall enroll in the State of California's DMV Employer Pull Notice Program (EPN) and ensure that all staff are added and enrollment properly maintained. The EPN Program can be found at: <http://www.dmv.ca.gov/vehindustry/epn/epngeninfo.htm#programwork>.
- 11.11.1. Drivers shall have no more than three violation points for traffic violations, at fault accidents, and misdemeanor convictions within the last year. As stated in the Vehicle Code, Section 12810.5, "four or more points in 12 months...shall be prima facie presumed to be a negligent operator of a motor vehicle."
- 11.11.2. All Drivers shall maintain a valid California Driver License. Exceptions must be approved by the COR on a case-by-case basis prior to employment of contract staff.
- 11.12. Drug Testing: Contractor shall cause their employees assigned to this contract to undergo drug testing. No person shall be assigned to this contract who tests positive for any illegal drugs, including marijuana. Contractor shall also comply with County of San Diego Board of Supervisors Policy C-25, which can be found at: <http://www.sdcounty.ca.gov/cob/policy/>.
- 11.12.1. Any volunteer who performs sensitive functions, as determined by Contractor, shall undergo drug testing and shall meet the standards described in 11.11.
- 11.12.2. Contractor shall subsequently conduct reasonable-suspicion testing of all employees as deemed necessary by Contractor.
- 11.13. Tuberculosis Testing: Contractor shall cause their employees, and in some cases volunteers, assigned to this contract, to undergo annual testing for tuberculosis. Contractor may retest an employee who tests positive for tuberculosis. Contractor may, in cases where an employee has falsely tested positive in the past, accept a letter from the employee's physician that states that the employee is not exhibiting symptoms of active tuberculosis that would warrant additional x-rays and examination. Any employee who is confirmed to have infectious tuberculosis shall not be assigned to contract functions.
- 11.14. Employee and Volunteer References: Contractor shall obtain and verify personal and prior employment references where available from its employees and volunteers assigned to this contract. Contractor shall evaluate any negative references and determine whether any such information precludes the employee from carrying out the functions of this contract.
- 11.15. Education Requirements: Contractor shall confirm compliance with education requirements as specified in this contract.
- 11.16. Exceptions: Exceptions to compliance with the aforementioned clearance requirements must be approved by the COR on a case-by-case basis.

COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES
EXHIBIT A – STATEMENT OF WORK

12. Access to Criminal Offender Record Information

“Criminal offender record information” is defined by Penal Code §§ 11075 and 13102 as “records and data compiled by criminal justice agencies for purposes of identifying criminal offenders and of maintaining as to each such offender a summary of arrests, pretrial proceedings, the nature and disposition of criminal charges, sentencing, incarceration, rehabilitation, and release.” Penal Code § 11076 provides that “criminal offender record information shall be disseminated, whether directly or through any intermediary, only to such agencies as are, or may subsequently be, authorized access to such records by statute.” See also Cal. Pen. Code § 13201. As a “criminal justice agency” defined under 11 CCR §701(a) and Penal Code § 13101, the Probation Department is affirmatively authorized to the release of CORI, including State and Local Summary Criminal History Information, and California Law Enforcement Telecommunications System (“CLETS”), as needed in the course of its duties pursuant to Penal Code §§ 11076, 11105, 13300 and 15150, et seq. Probation, in accordance with the California Department of Justice (DOJ). “CLETS Policies, Practices, and Procedures,” section 1.8.3.A.4, requires that all persons, including volunteers and private vendor personnel, with access or potential access to CORI, including, but not limited to, information from CLETS, local County records, and Probation’s Caseload Management System (PCMS), shall receive CORI/CLETS training from a certified CLETS/National Crime Information Center (NCIC) trainer. As access, or potential access to CORI, can be in the form of hardcopy documentation, verbal communication, or other forms of information sharing, and volunteers and contract staff may have access to Probation facilities where CORI is created, stored, handled or discussed, Contractor shall ensure that all employees, agents, volunteers and subcontractors complete CORI/CLETS training within six months of assignment to this contract. CORI/CLETS training, which will include laws, policies, and consequences regarding access to, and use of, criminal offender record information, will be provided by the Probation Department.

12.1. Contractor shall complete the CORI/CLETS Training Request Form (Exhibit A Attachment 1) for all employees, agents, volunteers, and subcontractors that have not received CORI/CLETS training. Contractor shall forward this form, within 30 days of employee, agent, volunteer and/or subcontractor assignment, to the Probation Department, 9444 Balboa Avenue, Suite 500, San Diego, CA 92123, Attention: Contracts Unit. As part of the CORI training, contractor employees, agents, volunteers and subcontract personnel will be required to sign the Employee/Volunteer Statement Form (Exhibit A Attachment 2).

12.2. Fulfillment of the CORI/CLETS training: The training requirement shall be evidenced by providing a copy of a certificate of completion of CORI/CLETS training, signed by a certified CLETS/NCIC trainer. Contractor shall provide the copy of the signed certificate to Probation Staff at the address stated in section 12.1.

12.3. Contractor shall notify Probation of any changes in writing or email for employees, agents, volunteers or subcontractor assigned to this contract within thirty days of assignment or termination.

13. Prison Rape Elimination Act (PREA)

Contractor shall adopt and comply with the Prison Rape Elimination Act of 2003, 42 U.S.C. 15601 et seq. (PREA), any applicable PREA standards (including 28 C.F.R. 115 et seq.), and any related

**COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES
EXHIBIT A – STATEMENT OF WORK**

County ordinances or Probation Department policies regarding sexual abuse. Such PREA standards include Contractor's responsibility to provide training to all volunteers, officers, employees, agents and subcontractors who have contact with residents under this contract pursuant to 28 C.F.R. 115.232. Contractor shall provide Probation with documentation confirming that all volunteers, officers, employees, agents, and subcontractors understand the training they have received. Contractor acknowledges that the County will monitor Contractor's compliance with PREA, any applicable PREA standards, and County ordinances or Probation Department policies relating to sexual abuse, and may conduct on-site monitoring.

14. Use of County Data/Information

Contractor staff assigned to this contract may have access to County information systems. The County of San Diego requires all County staff to read, sign, and comply with the "Summary of Policies Regarding County Data/Information and Information Systems." These policies include the County Chief Administrative Officer (CAO) Policies "COUNTY DATA/INFORMATION – CLASSIFICATION, PROTECTION LEVEL, AND PROPER SECURITY", Item Number 004-09-02, "COUNTY INFORMATION SYSTEMS – MANAGEMENT AND USE, Item Number 0400-01, and TELECOMMUNICATIONS SYSTEMS – MANAGEMENT AND USE, item 0400-07. These policies can be found in the CAO Administrative Manual at: http://cww.co.san-diego.ca.us/cao/admin_manual.html.

- 14.1. Contractor shall require its staff assigned to this contract to read and sign the "Summary of Policies Regarding County Data/Information and Information Systems," provided here as Exhibit A Attachment 3.
- 14.2. Contractor shall maintain documentation of compliance with requirement.
- 14.3. Contractor shall require its staff assigned to this contract to comply with the County procedures and regulations cited in the "Summary of Policies Regarding County Data/Information and Information Systems."

15. Unfilled Positions

Contractor shall notify Probation of any changes in writing or email for volunteers and/or staff assigned to this contract within thirty days of assignment or termination.

16. Dress Code

Contractor staff shall dress in attire that is clean, neat, fits properly, is free of tears and is properly tailored while representing the program in the community, in County of San Diego offices, in the presence of program participants, and during all court related proceedings. Unacceptable dress includes attire which distracts from a professional work environment such as shirts with inappropriate writing or advertising, low cut or sheer blouses or dresses, halter tops, clothing that exposes the midriff, underclothing worn as outer clothing, mini-skirts, high-slit skirts or dresses, cut-offs or bathing suits, beach-type sandals or thongs, unitards or bodysuits or any torn, faded or dirty clothing. Hair, including facial hair, shall be neat, clean and trimmed, to present a well groomed appearance.

**COUNTY CONTRACT NUMBER 549167
AGREEMENT WITH SAY SAN DIEGO
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES
EXHIBIT A – STATEMENT OF WORK**

17. Identification

Contractor staff who work or meet in Probation Department facilities on a regular basis shall visibly identify themselves as Contractor employees by clearly displaying/wearing their agency identification cards at all times while in any County of San Diego building or court house.

18. Subcontracting

18.1. Any subcontract must have prior written concurrence of the COR. Contractor shall provide the Probation Department's COR with copies of all other subcontracts relating to this Contract entered into by Contractor within 30 days after the effective date of the subcontract. Such subcontractors of Contractor shall be notified of Contractor's relationship to Probation. "Subcontractor" means any entity, other than Probation, that furnishes to Contractor services or supplies relevant to this Contract other than standard commercial supplies, office space, and printing services.

18.2. Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement. No subcontract utilizing funds from this Agreement shall be entered into which has a term extending beyond the ending date of this Agreement.

18.3. Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor herein.

18.4. Service Provider Selection Criteria:

18.4.1. Contractor shall select subcontractors, if needed, based upon careful evaluation of the subcontractors' demonstrated ability to provide the following:

18.4.1.1. Services during evenings and on weekends

18.4.1.2. Immediate response to and follow-up on referrals

18.4.1.3. Bi-lingual, culturally competent staff

18.4.1.4. Familiarity and willingness to partner with other community resources

18.4.1.5. Collection and submittal of required data to the agency completing the evaluation and Probation for the evaluation and fiscal and contract compliance

18.4.2. Contractor shall evaluate potential subcontractors in each specific service area for the ability to meet the following:

18.4.2.1. Proven effectiveness of the agency to provide program services

18.4.2.2. Proven effectiveness of the service model

18.4.2.3. Agency's continuity of effort in this area

18.4.2.4. References

18.4.2.5. Agency's capacity to provide case management services geographical area(s) served and demonstrated outcomes

18.4.2.6. Agency's ability to provide case management and clinical supervision

18.4.2.7. Agency's ability to provide complete clearances

COUNTY CONTRACT NUMBER *(Insert Number)*
AGREEMENT WITH SAY SAN DIEGO FOR
COGNITIVE BEHAVIORAL THERAPY SERVICES
APPENDIX A –URINALYSIS TESTING

San Diego County Probation Department

16.17 Urinalysis Testing

Introduction

Urinalysis testing for the presence of narcotics, alcohol or other controlled substances is an integral part of the supervision process in cases involving substance abusers. The purpose of this Section is to set forth urinalysis drug testing guidelines and practices consistent with the law and National institute on Drug Abuse (NIDA) standards.

Authority

Authority to test a probationer must be delineated as a specific condition of probation and in the absence of such a condition; the probation officer may not conduct a urinalysis test on a probationer. The authority to conduct drug testing, scheduled or unscheduled, or periodic, is consistent with the condition of probation requiring the probationer to refrain from violating the law.

Purpose of Testing

The primary purpose of a testing condition is to serve as a deterrent to illegal drug use. It is also used for rationale to transfer a case to a lower level of supervision, based in part on a history of non-use as shown by a series of negative-result drug tests. Conversely, it is used to obtain evidence which is legally admissible in Court, of illegal use of controlled substances by probationers.

Determining Need For a Drug Testing Program

A testing condition shall be recommended any time a rationale can be articulated in a court report. The explanation may include an admitted history of previous drug use or drug use/possession stemming from the instant offense or a previous offense.

16.17.1 Timing and Frequency of Testing:

Routine Testing

Insofar as the routine testing of probationers ordered to submit to testing is concerned, the frequency of testing depends upon the level at which the case is classified. If, however, the officer has reason to believe the probationer is illegally using drugs, he/she shall screen the issue with his/her supervisor to determine if more frequent testing is needed.

Timing of Testing

As for the timing of urinalysis testing, it shall be done, whenever possible, without advance notice of more than 48 hours. In other words, tests shall not be done on a predetermined basis, i.e., at regular times or intervals or previously scheduled office visits, but shall be on short notice (less than 48 hours) and randomly. If the probationer has an identified drug or alcohol issue they shall be placed on a random testing contract where they call in daily for testing in order to assess their compliance with probation conditions prohibiting the use of alcohol or controlled substances. Probation officers shall telephone or otherwise notify probationers to appear for testing the next day (or within 48 hours), and shall schedule tests at times other than the probationer's regular monthly appointment.

County of San Diego, Probation Department
Non-Probation Staff
CORI Training Request Form

ATTACHMENT I

Criminal Offender Record Information (CORI) Training Requirement:

Penal Code Section 11075 and 11077(d) requires the County to ensure that only a certified CLETS/NCIC trainer initially trains all sworn/non-sworn, non-criminal justice, volunteer and contractor personnel, within six months of assignment. CORI training has to be scheduled within 30 days of assignment.

Contract Staff Information:

Request to Enroll the Following Staff in CORI Training: Contract VIP Other: _____

First and Last Name (Print): _____

Staff E-mail Address (Print): _____

Program Name: _____

Date Assigned to Program: _____

Work Address: _____

Contractor or VIP Group: _____

If Contract Staff is Replacing Someone, Print First & Last Name: _____

Contract Supervisor First and Last Name: _____

Contract Supervisor Signature: x _____ Date: _____

Contract Supervisor E-mail Address: _____

County (non-Probation) COR/Designee: COR/Designee First and Last Name: _____

County (non-Probation) COR/Designee Signature: x _____ Date: _____

Probation COR/Designee:

Type of CORI Training: 1½ Hour 4 Hour

Contract Analyst First and Last Name (Print): _____

COR/Designee First and Last Name (Print): _____

COR/Designee Signature: x _____ Date: _____

Contractor: Please forward to COR/County Designee or Probation COR/Designee.

COR/County Designee: Please forward to Probation COR/Designee.

Probation COR/Designee: Please forward to Probation Contract Analyst (e-mail, or fax to: 858.514.3222).

Contract Analyst: Please forward to Staff Development for scheduling (Probation.StaffDevelopment@sdcounty.ca.gov).

Staff Development: Please send the scheduled training date and time to the Probation COR/Designee and Contract Analyst

**EXHIBIT A, ATTACHMENT 2 – CORI EMPLOYEE/VOLUNTEER/CONTRACT STAFF
STATEMENT FORM**

**USE OF CLETS CRIMINAL JUSTICE INFORMATION
AND DEPARTMENT OF MOTOR VEHICLES RECORD INFORMATION**

As an employee/volunteer/contract staff of the County of San Diego, Department of Probation, you may have access to confidential criminal records, Department of Motor Vehicle records, or other criminal justice information, much of which is controlled by statute. All access to California Law Enforcement Telecommunications System (CLETS) related information is based on the "need to know" and the "right to know". Misuse of such information may adversely affect an individual's civil rights, and violates the law and/or CLETS policy.

Penal Code Section 502 prescribes the penalties relating to computer crimes. Penal Code Sections 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. Penal Code Sections 11141-11143 and 13302-13304 prescribe penalties for misuse of criminal history information.

Government Code Section 6200 prescribes the felony penalties for misuse of public record and CLETS information. California Vehicle Code Section 1808.45 prescribes the penalties relating to misuse of Department of Motor Vehicle record information.

Penal Code Sections 11142 and 13303 state: "Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."

No employee shall divulge confidential information, data, or records of the Probation Department to any unauthorized person. No employee shall either divulge or make use of such records for a mailing list or for any other unauthorized purpose without administrative approval.

Any employee/volunteer/contract staff who is responsible for CLETS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF ALL CLETS ACCESSIBLE INFORMATION.

Signature: _____

Print name: _____

Date: _____



COUNTY OF SAN DIEGO

Summary of Policies Regarding County Data/Information and Information Systems

To aid in the performance of their regular job assignments and duties, County employees, volunteers, agents and contractors are provided access to many County tools and resources. In the electronic age, these tools and resources include County "data/information" in various formats (e.g. on electronic media, paper, microfiche) and County "information systems" (e.g. computers, servers, networks, Internet access, fax, telephones and voice mail), whether owned, provided or maintained by or on behalf of the County.

The County has established policies and procedures based on best business practices to support the performance of the County's business and to protect the integrity, security and confidentiality of the County's data/information and information systems. Users¹ of these resources play a critical role. By carrying out their regular assignments and duties in compliance with all applicable County's policies and procedures, best practices are maintained.

This summary helps users know their responsibilities by highlighting important aspects of policies that govern access to and use of County data/information and information systems. The policies themselves provide further detailed information governing the use of County data/information and information systems and should be reviewed. Most notably, the County Chief Administrative Officer (CAO) Policy *Acceptable Use of County Data/Information* provides additional guidance on protecting County data/information; the CAO Policy *County Information Systems – Management and Use* provides guidance in controlling and using County information systems; and the CAO Policy *Telecommunications – Management and Use* provides guidance in using desktop and cellular telephones.

Access to County data/information or information systems is necessary to the performance of regular assignments and duties. Failure to comply with these policies and procedures may constitute a failure in the performance of regular assignments/duties. Such failure can result in the temporary or permanent denial of access privileges and/or in discipline, up to and including termination, in accordance with Civil Service Rules.

1. County data/information in all formats and information systems are for authorized County use only. Personal use of County information systems is prohibited unless specifically authorized by the Appointing Authority.
2. As part of their regular assignments and duties, users are responsible for protecting any data / information and information systems provided or accessible to them in connection with County business or programs.
3. Users cannot share data/information with others outside of their regular duties and responsibilities unless specifically authorized to do so.
4. Users have no expectation of privacy regarding any data/information created, stored, received, viewed, accessed, deleted or input via County information systems. The County retains the right to monitor, access, retrieve, restore, delete or disclose such data/information.

¹ For purposes of this summary, the term "user" shall refer to any person authorized to use County data/information and information systems to perform work in support of the business, programs or projects in which the County is engaged. It also applies to users accessing other networks, including the Internet, through County information systems.

5. Attempts by users to access any data or programs contained on County information systems for which they do not have authorization will be considered a misuse.
6. Users shall not share their County account(s) or account password(s) with anyone, use another's account to masquerade as that person, or falsely identify themselves during the use of County information systems.
7. The integrity and security of County data/information depends on the observation of proper business practices by all authorized users. Users are requested to report any weaknesses in County information system security and any incidents of possible misuse or violation of County IT policies to the appropriate County representative.
8. Users shall not divulge Dial-up or Dial-back modem phone numbers to anyone.
9. Users shall not make copies of system configuration files (e.g. password files) for their own unauthorized use or to provide to other people/users for unauthorized uses.
10. Users shall not make copies of copyrighted software or information, except as permitted by law or by the owner of the copyright.
11. Users shall not engage in any activity that harasses, defames or threatens others, degrades the performance of information systems, deprives an authorized County user access to a County resource, or circumvents County security measures.
12. Users shall not download, install or run security programs or utilities that reveal or exploit weaknesses in the security of a County information system. For example, County users shall not run password cracking or network scanning programs on County information systems.

Misuse of workplace tools and resources, including County data/information and/or County Information systems, will be reported to a user's management. Misuse may constitute a failure to perform regular duties and assignments. Such failure may result in short-term or permanent loss of access to County data/information or information systems and/or disciplinary action in accordance with Civil Service Rules, up to and including termination. For non County employees, including volunteers and employees of County contractors, misuse may result in a suspension or withdrawal of your access rights, termination of your participation in County programs, or appropriate action against the contractor under the contract's terms, or any combination of all or some of the above consequences.

Acknowledgement: I have received and read the County of San Diego's Summary of Policies Regarding County Data/Information and Information Systems.	
Print Name: _____	
Signature: _____	Date Signed: _____
Supervisor / Manager / Witness: _____	Date Signed: _____

ALL SIGNERS: Keep a copy of this summary for your reference.
COUNTY SIGNERS: Department Personnel Representative -- file the original of this form in the authorized user's agency or department personnel file.
NON-COUNTY SIGNERS: Contract administrator -- file the original form along with the contract.