

**CONTRACT AMENDMENT
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION: Telephone Triage Services
CONTRACT NO. **HHS000258**
BEGINS: July 1, 2021
ENDS: June 30, 2023
ADMINISTERING AGENCY: Health and Human Services, Adult System of Care

Description: First amendment to this contract between and **County of Nevada, Department of Behavioral Health**, a political subdivision of the State of California, hereinafter referred to as "CONTRACTOR" and the County of Placer, hereinafter referred to as "COUNTY," to meet demand of continued care for clients through the end of the fiscal year. All these changes are reflected in Exhibit **B-1**.

WHEREAS, COUNTY desires to make the most appropriate and economical use of regional services in order to provide comprehensive mental health services to all residents of Placer County, and,

WHEREAS, CONTRACTOR currently operates a 24 hours per day, seven days per week telephone crisis triage service, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

WHEREAS, COUNTY has determined that the need for these services has increased since this Agreement was originally developed and it is necessary to modify the current agreement to increase compensation to meet the demand for these services, and

WHEREAS, the parties wish to enter into this Agreement to provide a full and complete statement of their respective responsibilities in connection with the recitals set forth above,

NOW, THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, the parties hereby agree **effective July 1, 2021, the following amendment is made to the original contract, additions are shown in bold italics, deletions are shown in strike-through:**

3. **PAYMENT:** COUNTY will pay to CONTRACTOR as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit **BB-1**, titled Payment Provisions, attached hereto. The payment specified in Exhibit **BB-1** shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed ~~ONE MILLION THREE HUNDRED SIXTY-SIX THOUSAND TWO HUNDRED SEVENTY-TWO DOLLARS (\$1,366,272)~~ **ONE MILLION FOUR HUNDRED SIX THOUSAND TWO HUNDRED SEVENTY-TWO DOLLARS (\$1,406,272)**. This payment amount shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. CONTRACTOR shall charge for travel according to the Federal General Services Administration (GSA) guidelines.

5. **INVOICES:**

5.1. CONTRACTOR shall provide invoices to the COUNTY on a monthly basis, within 30 calendar days of the close of each calendar month with the exception of June billing. For all contracts, invoices for services provided during the month of June shall be received by COUNTY by 5:00 p.m. on July 15th. Exhibit **BB-1**, titled Payment Provisions shall indicate if this contract is reimbursed with funds from the CEC/Cash Claim. COUNTY will review, approve, and pay all valid invoices within 30 calendar days of receipt. In the event of multiple invoices being

submitted to the COUNTY at one time or insufficient documents supporting an invoice, payment by the COUNTY may be delayed beyond the 30-day timeline.

- 5.2. Invoices for payment shall be on the Sample Invoice provided by COUNTY or on CONTRACTOR's letterhead and shall include the contract number, the CONTRACTOR name and remittance address, a unique invoice number, and a detailed list of expenses with dollar amounts **in accordance with Exhibit B-1**. ~~Backup documentation to support each expense should be attached to the invoice. Client personally identifiable information (PII) and protected health information (PHI) should not be submitted as backup documentation unless it is legally permissible and there is a business need.~~ When submitting invoices electronically when there is a business need to include PII or PHI, emails should be encrypted. Invoices for payment shall be submitted to the following address or via email to the address below:

Placer County HHS Fiscal
Attn: Accounts Payables
3091 County Center Drive, Suite 290
Auburn, CA 95603
Email: HHSPayables@placer.ca.gov

- 5.3. Payment Delay. Notwithstanding any other terms of this Agreement, no payments will be made to CONTRACTOR until COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement. However, COUNTY will not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

6. **EXHIBITS:** Exhibits expressly listed on the signature page of this Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit ~~B~~**B-1**, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements.

//Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

COUNTY OF NEVADA ("CONTRACTOR") _____ Phebe Bell, Director Nevada County Behavioral Health Department Date: _____
Approved as to Form Office of Nevada County Counsel _____ Date: _____

COUNTY OF PLACER ("COUNTY") _____ Robert L. Oldham, Director, Department of Health & Human Services Date: _____
Approved as to Form Office of Placer County Counsel _____ Date: _____

With the exception of Exhibit B-1 and Exhibit H, exhibits are not attached. Please reference original agreement HHS000528 to view the exhibits that have not changed.

- EXHIBITS:**
Exhibit ~~B~~**B-1** – Payment Provisions
Exhibit H – Information Security Requirements

PAYMENT PROVISIONS

COUNTY will pay CONTRACTOR at a monthly rate of FIFTY-SIX THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS (\$56,225) during FY 2021-2022 and ~~FIFTY-SEVEN THOUSAND SIX HUNDRED THIRTY-ONE DOLLARS (\$57,631)~~ during FY 2022-23 as full payments for each full month during which Telephone Triage Services are provided as set forth in Section 1, Scope of Services and Exhibit A. The total contractual obligation shall not exceed ~~ONE MILLION THREE HUNDRED SIXTY-SIX THOUSAND TWO HUNDRED SEVENTY-TWO DOLLARS (\$1,366,272)~~ **ONE MILLION FOUR HUNDRED SIX THOUSAND TWO HUNDRED SEVENTY-TWO DOLLARS (\$1,406,272)** over the term of this Agreement. This rate shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses.

INFORMATION SECURITY REQUIREMENTS

1. DATA LOCATION

- 1.1. The CONTRACTOR shall not store or transfer non-public COUNTY data outside of the United States. This includes backup data and Disaster Recovery locations. The CONTRACTOR will permit its personnel and contractors to access COUNTY data remotely only as required to provide technical support. (Remote access to data from outside the continental United States is prohibited unless approved in advance and in writing by the County.)
- 1.2. The CONTRACTOR must notify the COUNTY in advance and in writing of any location changes to CONTRACTOR's data center(s) that will process or store County data.

2. DATA ENCRYPTION

- 2.1. For all COUNTY data, the CONTRACTOR shall encrypt all non-public **data in transit** regardless of the transit mechanism.
- 2.2. For all COUNTY data, if the CONTRACTOR stores sensitive personally identifiable or otherwise confidential information, this data shall be **encrypted at rest**. Examples are social security number, date of birth, driver's license number, financial data, federal/state tax information, and hashed passwords.
- 2.3. For all COUNTY data, the CONTRACTOR's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology Security Requirements as outlined at <http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-111.pdf>

3. SUB-CONTRACTOR DISCLOSURE

- 3.1. The CONTRACTOR shall ensure its subcontractors, vendors, agents, and suppliers acting on behalf or, or through CONTRACTOR comply with all COUNTY Information Security Requirements.

4. BUSINESS CONTINUITY

- 4.1. CONTRACTOR shall provide and maintain a business continuity and disaster recovery plan that achieves the County's Recovery Time Objective (RTO) and Recovery Point Objective (RPO), as set forth below, and specifically incorporated herein.
 - 4.1.1. Recovery Time Objective is the duration of time within which a service, business process or application must be restored after an outage to avoid unacceptable consequences associated with a break in continuity of business.
 - 4.1.2. Recovery Point Objective is the maximum acceptable amount of data loss after an unplanned outage expressed as an amount of time. Example: If RPO is 4 hours, only a maximum of 4 hours' worth of data can be lost. Backups should be maintained at intervals of every 4 hours.

5. BREACH NOTIFICATION

- 5.1. CONTRACTOR shall notify the COUNTY's contract administrator concerning any breach of COUNTY data or any data incident involving CONTRACTOR's data in which the security of COUNTY data systems may be compromised within 24 hours of the breach or incident.