

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Simpler Systems, Incorporated with an address at 1233-B State Street Santa Barbara, CA 93101 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Kim Loyst at phone number 805-681-5172 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Richard Schaffer at phone number 805-882-1848 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Kim Loyst
 300 N San Antonio Rd
 Santa Barbara, CA 93101

To CONTRACTOR: Richard Schaffer
 P.O. Box 2303
 Santa Barbara, CA 93120

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on March 16, 2021 and end performance upon completion, but no later than June 30, 2023 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind

down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. BUSINESS ASSOCIATE

The parties agree to the terms and conditions set forth in Exhibit D - HIPAA Business Associate Agreement (BAA), attached hereto and incorporated herein by reference.

34. SUSPENSION FOR CONVENIENCE

County may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 30 days. County shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

35. IMMATERIAL AMENDMENTS

CONTRACTOR and County agree that immaterial amendments to the Agreement such as updating the Designated Representative, addresses for notices, or other clerical error corrections which will not result in a material change to the Agreement, Statement of Work, or total contract amount may be authorized may be authorized by the Director of Public Health, or designee, in writing, and in accordance with Section 25.

(Signatures on the following pages.)

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Simpler Systems**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

Bob Nelson

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD
Public Health Department
Director

By: _____
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Simpler Systems**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

Simpler Systems:

By: _____
Richard Schaffer

Name: _____

Title: _____

EXHIBIT A: STATEMENT OF WORK

I. Project Title

Healthy Families America (HFA) Data Collection & Reporting (Project)

II. Scope: Professional Services: Custom Development

Contractor will:

- A. Develop user interfaces for all data collection and reporting based on HFA Best Practice Standards, HFA Best Practice Standards, Exhibit E, as attached hereto and incorporated by this reference. Contractor shall also include the HFA Forms/Assessments specified in Section IV, below, as part of the Project development.
- B. For each subject area Contractor will:
 1. Determine requirements;
 2. Develop a list of data points to track
 3. Add data to Healthy Families America (HFA) database
 4. Develop the user interfaces to capture the data
 5. Develop the user interfaces to the data for reporting
- C. Leverage existing authentication
- D. Determine roles and filters to determine access to data, as needed
- E. Support the County during testing
- F. Provide training to trainers and/or end users

Maintenance. County acknowledges that upgrades, enhancements, and bug fixes may be required periodically and that the need for such enhancements or fixes is not indicative of defects in the software or services provided. Any minor upgrades, enhancements or bug fixes incorporated into the Project will be provided at no additional charge to the County. Contractor is not obligated to provide or incorporate upgrades, enhancements, or bug fixes unless failure to do so infringe upon the execution of Contractor's other material obligations within this Agreement.

III. Hosting

The application will be hosted by the County and the County will be solely responsible for maintaining all software products running on servers utilized by the Project application and databases. This includes, but is not limited to, operating system software, upgrade patches, anti-virus and security software, and connectivity software to other servers. The County is responsible for regular monitoring for version upgrades and patches and will test and install upgraded software to Contractor's application and database servers in a timely manner.

IV. HFA Forms/Assessments

Contractor shall include the following HFA forms/assessments as part of the Project development.

- HFA Service Plan
- HFA Home Visit Documentation
- Parent Survey
- Cheers
- Cheers Check-in
- ASQ-3
- ASQ-SE
- Edinburgh

- Home Visitor Shadowing Form
- Parent Survey Shadowing Form
- Supervision of Supervisor
- HOPE Self-Reflection Tool
- Family Support Specialist Supervisory Form
- Family Resource Specialist Survey Visitor Supervision
- Supervision/Professional Support

Standard	Analysis Tools Provided	Description
Target Population		Eligibility criteria will include: (1) Medi-cal eligible or low-income (2) Pregnant or within 2 months postpartum (3) Has at least 1 risk factors such as childhood history of abuse and other adverse childhood events, substance use, mental health issues, and/or domestic violence.
1. Medi-Cal eligible or low-income		
2. Pregnant or within 2 months postpartum		
3. Childhood history of abuse, substance abuse, mental health issues and/or DV		
Initial Services - 1		Standard 1 Intent: The overall intent of the standards in this section is to ensure the site has a well thought out mechanism for the early identification and engagement of families who could benefit from services.
1.1.C: Target Population Measuring Screened/Referred	Standard 1 Spreadsheet	The site measures the number of families in the target population screened/referred for Healthy Families services through its system of organizational relationships and develops improvement strategies. Please Note: Sites can use the Standard 1 Spreadsheet to calculate the percentage of the target population being screened/referred.
1. Count Total # in Target Group	Standard 1 Spreadsheet	Determine Target Group in selected time period - (May be an estimate based on community data)
2. Count total # screened/referred within time period	Standard 1 Spreadsheet	Count total # screened/referred - This is the COHORT group
3. Calculate: # Screened/Total Target Pop	Standard 1 Spreadsheet	Get a 3 rating if done annually + implemented strategies, Get a 2 rating if done annually and developed but not yet implemented strategies, Get a 1 rating if has not yet measured at least annually or has not developed improvement strategies
4. Provide Report of # screened by referral resource	Standard 1 Spreadsheet	

Standard	Analysis Tools Provided	Description
5. Include strategies and indicate which are implemented	Standard Spreadsheet	1 This is summary information of what has or will be put in place to increase percentage served
1.2.C: Eligibility Timeframe	Standard Spreadsheet	1 Determination of eligibility for services occurs either prenatally or within the first two weeks after the birth of the baby.
1. Count Total # of eligibility screens or assessments completed within cohort group	Standard Spreadsheet	1 Site should decide between a 1 step or 2 step process for eligibility. 1 Step - positive screen determines eligibility. 2 Step, requires a positive screen and parent survey
2. Count # Completed prenatally or within 2 weeks of birth	Standard Spreadsheet	1
3. Calculate: Total# in 2 divided by Total# in 1	Standard Spreadsheet	1 Get a 3 rating if 95% or Higher, Get a 2 rating if 80% -94%, Get a 1 rating if less than 80%
1.2.D: Monitor & Address Not Monitored	Standard Spreadsheet	1 D The site monitors and addresses families who screen positive but were either 1.) not offered services when the site offers services universally or uses a positive screen to determine eligibility or 2.) not offered Parent Survey/assessment when the site uses a positive Parent Survey/assessment to determine eligibility.
1. Count # from cohort group that screened positive	Standard Spreadsheet	1 Count total # screened/referred - This is the COHORT group
2. Count # from cohort group not offered services (if 1 step) or not offered parent survey (if 2 step)	Standard Spreadsheet	1 Not offered services within what period of time
3. Calculate: 2 divided by 1	Standard Spreadsheet	1 3: screens annually & implement strategies, 2: screens annually & develops strategies, 1: Site has not yet monitored
4. Include strategies developed and indicate which are implemented	Standard Spreadsheet	1 Summary by MCAH
1.2.E Verbal Declines & Strategies	Standard Spreadsheet	1 The site monitors families who verbally accepted versus declined the offer of services subsequent to either, 1.) a positive screen when used to determine eligibility, or 2.) a positive Parent Survey when the site uses assessment to determine eligibility. The site also identifies strategies to address any issues.
1. Count # from cohort group offered HF home visiting services	Standard Spreadsheet	1
2. Count # from cohort group who verbally declined	Standard 1 Spreadsheet	
3. Calculate: 2 divided by 1	Standard 1 Spreadsheet	3: No 3 rating, 2: P&P indicating the first visit occurs prenatally or within the first 3 months after birth, and detail the sites tracking and monitoring requirements

Standard	Analysis Tools Provided	Description
4. Include strategies developed and indicate which are implemented	Standard 1 Spreadsheet	Summary by MCAH
1.3.B First Home Visit	Standard 1 Spreadsheet	The site's practices ensure, for families who accept services, the first home visit occurs prenatally or within the first three months after the birth of the baby. Please Note: When infants begin life with an extended hospital stay in the NICU, it may not be possible to begin home visits until after 3 months. These situations must be documented clearly and will be exempted from the requirements of this standard. Please Note: Sites are encouraged to accept transfers from other sites whenever appropriate and to re-enroll families with the same target child that may have been previously closed from services, and any transfers or re-enrollments when the child is already 3 months old or older will be exempted from this calculation.
1. Count # from cohort group with a first home visit	Standard 1 Spreadsheet	
2. Count # from cohort group with a first home visit either prenatally or within 3 months of birth	Standard 1 Spreadsheet	
3. Calculate 2 divided by 1	Standard 1 Spreadsheet	3: 95-100%, 2: 80-94%, 1: < 80%
1.4.A Acceptance Rate	Standard 1 Spreadsheet	The site measures annually (with 12 consecutive months of data) the acceptance rate of families offered services using HFA methodology (based on receipt of first home visit and using both numbers and percentages). Please see measuring acceptance rates on page 22. When measuring and analyzing sites can use the Standard 1 Spreadsheet.
1. Count # from cohort group offered HF home visiting services	Standard 1 Spreadsheet	
2. Count # from cohort group with a first home visit	Standard 1 Spreadsheet	
3. Calculate: 2 divided by 1	Standard 1 Spreadsheet	
1.4.B/C Acceptance Analysis and Plan	Standard 1 Spreadsheet	For sites with 50 or more families offered Healthy Families services over a two year period, the site comprehensively analyzes at least once every two years (e.g., both formally, through data collection of demographic, programmatic and social factors, and informally through discussions with staff and others involved in the screening and assessment process), families who accept services compared to those who do not accept (refused)services among those determined to be eligible for services and the site also

Standard	Analysis Tools Provided	Description
Formal & Informal Analysis	Standard 1 Spreadsheet	<p>analyzes the reasons why families choose not to accept services. Please see common terms associated with analyses. Sites can use Standard 1 Spreadsheet. The site addresses how it might increase its acceptance rate based on its analysis of those refusing services in comparison to those accepting services. Sites can use Standard 1 Spreadsheet.</p> <p>Formal - Use numbers and percentages, Informal data to analyze 1) Programmatic 2) Demographic 3) Social and compares these factors for those who accept and those who decline during the same time period.</p>
Standard Assessment Tools - 2		Standard 2 Intent: The overall intent of the standards in this section is to ensure the site has an objective, standardized process for identifying and assessing the strengths and needs of families at the onset of services.
Offer Services Voluntarily - 3		Standard 3 Intent: The overall intent of the standards in this section is to ensure the site has a process for reaching out to and engaging families initially, as well as attempting to stay connected with and re-engaging families who may have more barriers to accepting and maintaining services.
3.4.B & C Retention Analysis	3-4 Retention Worksheet	Average and large sites with more than 50 active families at any one time over the last two years, will comprehensively analyze at least once every two years (i.e., both formally through data collection of demographics, programmatic and social factors, and informally through discussions with staff and others involved in site services) families no longer receiving services in comparison to families remaining in services. Please see common terms associated with analyses. Sites can use 3-4 Retention Worksheet. The site has a plan to address how it might increase its retention rate based on its analysis of families who dropped out of services, at what point in services, and the reasons why. Sites can use 3-4 Retention Worksheet.
Analysis	3-4 Retention Worksheet	Analyze Formal (Numbers and Percent's) and Informally (anecdotal info from staff or advisory members). Programmatic, demographic, social factors and reasons why families leave
Offer Services Intensely - 4		Standard 4 Intent: The overall intent of the standards in this section is to ensure the site is providing services intensively after the birth of the baby (weekly) and to ensure services are offered until the child is a minimum of three years and up to five years of age. Additionally, the site must have a well thought out process for determining the intensity/frequency of home visits consistent with the needs and the progress of each family.
4.1.B Weekly Visit Practice	4-1.B Spreadsheet	The site ensures families remain on a weekly home visiting level for a minimum of six months after the birth of the baby,

Standard	Analysis Tools Provided	Description
		and develops strategies to improve if the rate less than 90%.4-1.B Tracking Form.
1. Count # active families who have been enrolled at least 6 months, after birth of baby or six months after enrollment	4-1.B Spreadsheet	
2. Count # of these families who remained on Level 1 (weekly visits) for a min of 6 months, excluding time on creative outreach.	4-1.B Spreadsheet	
3. Calculate: Present # & calculate %, Count in 2 divided by Count in #1	4-1.B Spreadsheet	3: No rating indicated, 2: Site P&P state min length of time for offering weekly home visits is at least 6 months after birth of baby or 6 months after enrollment (whichever is longer). 1: Site P&P states less than 6 months
4.2.B Home Visit Completion	Home Visit Completion and Caseload Management Worksheet	Families at the various levels of service (e.g., weekly visits, bi-weekly visits, monthly visits, etc.) offered by the site receive the appropriate number of home visits, based upon the level of service to which they are assigned. Sites can use Home Visit Completion and Caseload Management worksheet.
1. Count family expected visits (based on level of service)	Home Visit Completion and Caseload Management Worksheet	Count of all active families by FSS including level of service, level changes in the quarter and # of expected visits, and # of completed visits
2. Count # completed visits for each family	Home Visit Completion and Caseload Management Worksheet	
3. Calculate: Completed Visits/Expected Visits	Home Visit Completion and Caseload Management Worksheet	% of Families
4. Count # of Active Families	Home Visit Completion and Caseload Management Worksheet	
5. Calculate: Subtract from #4, total active families who were on creative outreach for the entire quarter	Home Visit Completion and Caseload Management Worksheet	Active Families - Those on Creative Outreach

Standard	Analysis Tools Provided	Description
6. Calculate: Count # of active families who received at least 75% of expected home visits	Home Visit Completion and Caseload Management Worksheet	Count Families who had 75% of expected home visits
7. Calculate HVC: 6 divided by 5 - Families on Creative Outreach	Home Visit Completion and Caseload Management Worksheet	Families with 75% visit rate/Active Families - those on Creative Outreach
4.3.B Service for Minimum of 3 years		Services are offered to families for a minimum of three years after the birth of the baby.
1. Report indicating current # of families who have been enrolled for 3 or more years.		
Services take into account family culture - 5		<p>Standard 5 Intent: The overall intent of the standards in this section is to ensure the site is culturally respectful to each family's unique characteristics and views each family's culture broadly beyond just race, ethnicity, or heritage. For services to be effective it is imperative cultural context be incorporated into service design and delivery. There are two underlying assumptions to this statement: 1) the diversity of families is of great significance to service delivery; and 2) services may be provided by persons whose culture differs from that of the participating family. Thus, in developing home visiting programs, it is important to consider:</p> <ul style="list-style-type: none"> ➤ Family needs, health beliefs, coping mechanisms and child rearing practices vary individually and by population, thus, service delivery is uniquely tailored to reflect this variation; ➤ Valuing the culture of families and their traditions (e.g., cultural, language, racial, religious, geographic and ethnic) allows a Family Support Specialist to establish quality relationships with families; ➤ A Family Support Specialist's ability to establish strong relationships with families based on mutual respect and understanding will enhance the opportunity for providers and families to work together.
5.4.A Staff and Family Input Obtained		The site analyzes the extent to which all aspects of its service delivery system (initial engagement, home visiting, supervision, and management) take into account the culture of families.
1. Input from Staff & Families		Input from families and staff regarding: 1) materials, 2) communication or linguistic factors, and 3) staff-family interaction. Input can be gathered through surveys, meetings, focus groups and/or supervision.

Standard	Analysis Tools Provided	Description
5.4.B Cultural Analysis and Plan (CAP)		Allows a site to continually modify or tailor its system of service delivery based on the cultural characteristics of families being served. The analysis is in narrative format and includes information about the site's materials, training, and all aspects of the delivery system (initial engagement, home visiting, supervision and management). It also includes summarized input from families and staff and identify patterns and trends related to site strengths as well as areas to improve upon.
1. Review of Materials		Paper to electronic conversion of assessment tools
2. Training		Training of staff to use new electronic system
3. Service Delivery System		a. Initial engagement, b. home visiting, c. supervision, d. management
4. Staff & Families feedback		Materials, communication, language factors, retention analysis and staff satisfaction
Promote Parent Child Interaction (PCI), Childhood Growth & Dev		Develop a Health Service Plan.
Promote PCI, Childhood Growth & Dev - 6		The overall intent of the standards in this section is to reduce risk factors and build protective factors ensuring site staff provide services which are family-centered, process oriented, support parents in nurturing their children and in setting meaningful goals, enhancing family functioning, and sharing child development information.
6.3.D CHEERS Check In	CHEERS Check In Spreadsheet	The site utilizes a validated Parent-Child Interaction Tool at least once annually
1. Count # of Active Families	CHEERS Check In Spreadsheet	
2. Count # of Families who had a PCI Tool done in the year	CHEERS Check In Spreadsheet	
3. Calculate: #2/#1	CHEERS Check In Spreadsheet	3- Uses validated CHEERS Check in Tool in at least 90%, 2: PCI Tool Other than CHEERS at least 90%, 1 - Less than 90% validated
6.5.B ASQ-3 Developmental Screening	6.5B HFA ASQ-3 Tracking Form	Ages & Stages Questionnaire: Report indicating which target children received at least two a developmental screens per year (unless developmentally inappropriate) for children under the age of three and at least one screen per year for children ages three through five years and which did not. Include if delay was indicated and if a referral was made. Provide a summary of the total families (number and percent) who received the required screens divided by the total number of active families.
6.5.C ASQ-SE Social Emotional Screening	6.5B HFA ASQ-3 Tracking Form	Report indicating which target children received at least one social emotional screen per year (unless developmentally inappropriate) for children birth through age five. Include if

Standard	Analysis Tools Provided	Description
		delay was indicated. Provide a summary of the total families (number and percent) who received the required screens divided by the total number of active families.
Linking Families to Providers - 7		The overall intent of the standards in this section is to ensure site staff link families to providers for preventative health care and timely receipt of immunizations and appropriately refer families to additional community services based on each family's unique needs.
7.1.B Target Children have a Medical/Healthcare Provider		A medical home is crucial to the health and optimal development of the child. In addition to being a vital resource for ongoing preventive health and wellness guidance, and medical interventions as needed, a medical home plays a crucial role in child abuse prevention as it allows another professional consistent access to the family to provide support and monitoring for the well-being of the child. Sites can use 7-1.B,7-2.B,7-2.C Medical Home & Imm Tracker
1. List and Count all Active Target Children		
2. List and count all active target children w/medical provider, include provider		
3. Calculate #2/#1		3:90-100% of target children have a provider, 2-80-94% of target children, 1- Less than 80%
7.2.B Site ensures IZ's are up to Date for Target Children - 12 months	HFA 7-2B Immunization Tracker	All children are immunized at regular health care visits, beginning at birth. Some children may be ill or have other reasons preventing them from receiving immunizations according to the identified immunization schedule (if a site does not have access to a local or state identified immunization schedule that specifies recommended immunizations for infants from birth through eighteen months, the CDC guidelines are recommended for this purpose). Therefore, children may not necessarily receive their immunizations on time; however, it is essential to keep them up-to-date
1. Count Target Children B/W 12-23 months	HFA 7-2B Immunization Tracker	
2. Subtract from 1 those excused from receiving IZ's according to allowable reasons described in BPS	HFA 7-2B Immunization Tracker	
3. Of the # in #2 - count how many are up to date with all IZ's through 6 mo	HFA 7-2B Immunization Tracker	

Standard	Analysis Tools Provided	Description
4. Calculate: #3/#2	HFA 7-2B Immunization Tracker	
7.2.C Site ensures IZ's are up to Date for Target Children - 24 months	HFA 7-2B Immunization Tracker	The site ensures immunizations are up-to-date for target children at two years of age. Please note: the percentage does not include children whose permanent health conditions or family beliefs preclude immunizations; however, explanation of these exceptions must be documented in the family file.
1. Count Target Children Older than 24 months	HFA 7-2B Immunization Tracker	
2. Subtract from 1 those excused from receiving IZ's according to allowable reasons described in BPS	HFA 7-2B Immunization Tracker	
3. Of the # in #2 - count how many are up to date with all IZ's through 18 mo	HFA 7-2B Immunization Tracker	
4. Calculate: #3/#2	HFA 7-2B Immunization Tracker	
7.4.B Prenatal Depression Screening	Depression Screening Form	Depression screening is conducted prenatally and postnatally. Depression screens are completed even when families are in treatment to ensure treatment is meeting the needs of the family. Sites are expected to include Level CO families on their depression screening data reports (and to note time period the family was on Level CO), and to track receipt of depression screening during times the family is not on Level CO.
1. Report Families enrolled prenatally	Depression Screening Form	
a. enrollment date	Depression Screening Form	
b. date of birth of target child	Depression Screening Form	
c. Prenatal screening date(s)	Depression Screening Form	
d. date of birth & screen dates for subsequent births	Depression Screening Form	
2. Count # of families enrolled prenatally	Depression Screening Form	
3. Count # of families screened prenatally- Divide #3 by #2	Depression Screening Form	
4. Provide an explanation of any missed screens	Depression Screening Form	

Standard	Analysis Tools Provided	Description
7.4.C Postnatal Depression Screening	Depression Screening Form	Depression screens are completed even when families are in treatment to ensure treatment is meeting the needs of the family. Sites are expected to include Level CO families on their depression screening data reports (and to note time period the family was on Level CO), and to track receipt of depression screening during times the family is not on Level CO.
1. Report Families enrolled prenatally	Depression Screening Form	
a. enrollment date	Depression Screening Form	
b. date of birth of target child	Depression Screening Form	
c. Postnatal screening date(s)	Depression Screening Form	
d. date of birth & screen dates for subsequent births	Depression Screening Form	
2. Count # of families enrolled before baby was 3 months	Depression Screening Form	
2a - Of these families, count # screened postnatally b/4 baby was 3 months	Depression Screening Form	
2b. Divide Screened w/i 3 months of enrollment/ by enrolled b/4 baby was 3 months	Depression Screening Form	
3. Count # of families enrolled after 3 mo.	Depression Screening Form	
3a. of these families, count # screen w/i 3 mo of enrollment	Depression Screening Form	
3b. Divide 3a by enrolled after 3 mo of age	Depression Screening Form	
4. Provide a summary of this information	Depression Screening Form	
5. Provide explanation of missed screens	Depression Screening Form	
Case Load Monitoring - 8		The overall intent of the standards in this section is to ensure site staff have limited caseloads to allow them the necessary time with families to build trusting, nurturing relationships.
8.1.B Caseload Monitoring	Weighted Caseload Tool	Circumstances may arise when staff exceed caseload size (e.g., a Family Support Specialist leaves and the caseload is dispersed among existing Family Support Specialists, etc.). This practice is temporary (3 consecutive months or less) and sites are to clearly document the reasons why the caseload has exceeded the limit and the duration of this deviation.

Standard	Analysis Tools Provided	Description
Report indicating the active caseload for all current FSS over the past 12 months. Include FSS full time equivalency, # of families assigned and level of intensity per family.	Weighted Caseload Tool	
Staff Satisfaction & Retention - 9		The intent of the standards in this section is to ensure staff are selected because they possess characteristics necessary to build trusting, nurturing relationships and work with families with different cultural values and beliefs than their own.
9.4 Staff Satisfaction & Retention		A stable, qualified workforce is known to contribute to improved participant outcomes, with families more likely to be retained in services when staff are retained. Therefore, site management evaluates factors associated with staff turnover. By understanding the circumstances and characteristics of staff who leave, along with input from those who stay, strategies to increase retention can be developed (based on the data) and implemented with a greater likelihood of success. Please Note: While the site will want to include in their report all the reasons contributing to staff turnover, strategies for improvement do not need to be developed when reasons pertain to personal growth opportunities that could not have been fulfilled on the job, i.e., returning to school, job promotion, etc. Please note: New sites without two full years since home HFA Best Practice Standards visiting services began will monitor staff retention and satisfaction with one year of data. Please note: If there has been no turnover in the last two years, the site will still monitor staff satisfaction among employed staff.
Staff Role Specific Training- 10		The overall intent of the standards in this section is to ensure staff receive training specific to their role.
10.1 Orientation Training	HFA Training Log	Training Logs including hire date and date of all training topics received for all current HFA staff (Family Resource Specialists (FRS), Family Support Specialists (FSS), supervisors and program manager).
10.2 Stop Gap Training	HFA Training Log	Training Logs including hire date and date of all training topics received for all current HFA staff (FRS, FSS, supervisors and program manager).
10.3 HFA Core Training	HFA Training Log	Training Logs including hire date and date of all training topics received for all current HFA staff (FRS, FSS, supervisors and program manager).

Standard	Analysis Tools Provided	Description
Staff Training to Fulfill Job Function- 11		The overall intent of the standards in this section is to ensure staff receive training specific to their role.
11.2 thru 11.4 Wrap Around Training	HFA Training Log	Staff (Family Resource Specialists, Family Support Specialists, supervisors and Program Managers) receive training on a variety of topics necessary for effectively working with families and children within six-months of hire and within eighteen months for program managers.
Training Logs	HFA Training Log	Training logs include: Hire Date, Date of all Training Topics Recv for all current staff
11.5 Ongoing Training	HFA Training Log	
Training Logs	HFA Training Log	Training logs include: Hire Date, Date of all Training Topics Recv for all current staff
Ongoing, Effective Supervision- 12		The overall intent of the standards in this section is to ensure direct service staff and supervisors collaborate effectively to facilitate healthy growth in families through the professional relationships staff have with families, as well as reduce burnout and increase staff retention. A supervisor's primary role is to create an environment that encourages staff to grow and change, provide motivation and support, maintain ideals, standards, quality assurance and safety, and facilitate open, clear communication. To accomplish this, supervision is provided with protected time each week, utilizing reflection in order to enable staff to develop self-awareness in increasing measure, identify and build on parental competencies, become more effective in their interactions with families, and to become more familiar with their own feelings and values, understanding how these impact their work.
12.1.B Frequency and Duration of Supervision	Supervision Spreadsheet	
1. Determine for each FSS needed frequency and duration of Supervision	Supervision Spreadsheet	
2. Determine # of expected sup sessions for each FSS per one quarter	Supervision Spreadsheet	
3. Subtract excused sessions from #2	Supervision Spreadsheet	
4. Count # of Sup Sessions that occurred within proper timeframes and for expected duration. Divide 4 by 3.	Supervision Spreadsheet	

Standard	Analysis Tools Provided	Description
5. Create report reflecting finding for each staff member	Supervision Spreadsheet	
Governance and Administration		
GA-3A Goals		Site Goals/Benchmarks: With Outcomes, follow up mechanisms for improvement
GA-3B QA Plan		QA Plan with outcomes, follow up and mechanisms for improvement: HFA QA Plan Template or local QA Plan

The County has a few additional metrics which it has written into the evaluation of the Innovations Grant that are not covered by the above HFA reporting requirements above. These requirements include: (1) % of eligible families offered a referral to HFA from MCAH general field nursing staff (2) % of families who needed assistance with case management related to health referred to PHN (3) % of parents who demonstrated an increase in knowledge of age-appropriate child development (4) % of parents who demonstrated an increase in knowledge regarding navigation of health care systems.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$184,320.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

ATTACHMENT B1

Schedule of Fees

- A. Contractor will provide professional services described in Exhibit A based on an Hourly Rate.
- B. Contractor's Hourly Rate, including all indirect charges, shall not exceed \$160.00 for each hour.
- C. The parties agree the following are estimated hours:
 - 1. Subject Areas (32) estimated at 20 to 30 hours per area: \$102,400 to \$153,600
 - 2. General development (not related to specific area) 128 to 192 hours: \$20,480 to \$30,720
- D. Changes in scope or requirements that impact pricing and must be made in writing, and approved by both parties, as described in Section 25 of the Agreement.

EXHIBIT C

INDEMNIFICATION AND INSURANCE REQUIREMENTS (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR’s insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR’s insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. Special Risks or Circumstances – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT D

HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

This Business Associate Agreement (“BAA”) supplements and is made a part of the Agreement between COUNTY (referred to herein as “Covered Entity”) and CONTRACTOR (referred to herein as “Business Associate”).

RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), and 45 CFR Parts 160 and 164, Subpart C (the “Security Rule”), Subpart D (the “Data Breach Notification Rule”) and Subpart E (the “Privacy Rule”) (collectively, the “HIPAA Regulations”).

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (C.F.R.) and contained in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

A. Definitions

1. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
2. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
3. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
4. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
5. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
6. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
7. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
8. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
9. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

10. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
11. **Protected Information** shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.
12. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
13. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

B. Obligations of Business Associate

1. **Permitted Uses.** Business Associate shall not use Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
2. **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the Protected Information, to the extent the third party has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].
3. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered

Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement, the BAA, or the HIPAA Regulations.

4. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
5. **Reporting of Improper Access, Use or Disclosure.** Business Associate shall report to Covered Entity in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and this BAA, and any Breach of Unsecured PHI, as required by the Data Breach Notification Rule, of which it becomes aware without unreasonable delay and in no case later than 60 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
6. **Business Associate's Subcontractors and Agents.** Business Associate shall ensure that any agents and subcontractors to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by paragraph (c) above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
7. **Access to Protected Information.** To the extent that the Covered Entity keeps a designated record set then Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within five (5) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
8. **Amendment of PHI for Business Associate who is Required to Maintain a Record Set.** If Business Associate is required to maintain a designated record set on behalf of the Covered Entity the Business Associate shall within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

9. **Accounting Rights.** Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of Protected Information, Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Business Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in Sections B.2 of this BAA [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.
10. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary of the U.S. Department of Health and Human Services (Secretary) for purposes of determining Business Associate's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. Business Associate shall provide to Covered Entity a copy of any Protected Information that Business Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
11. **Minimum Necessary.** Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
12. **Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Information.
13. **Business Associate's Insurance.** Business Associate represents and warrants that it purchases commercial insurance to cover its exposure for any claims, damages or losses arising as a result of a breach of the terms of this BAA.
14. **Notification of Possible Breach.** During the term of the Agreement, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, or any access, use or disclosure of Protected Information not permitted by the Agreement or this BAA or unauthorized use or disclosure of PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

15. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of the Covered Entity that Business Associate believes constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
16. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether Business Associate has complied with this BAA; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the Agreement or this BAA, Business Associate shall notify Covered Entity within ten (10) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

C. Termination

1. **Material Breach.** A breach by Business Associate of any provision of this BAA, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].
2. **Judicial or Administrative Proceedings.** Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
3. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall, at the option of Covered Entity, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by Covered Entity, Business Associate shall continue to extend the protections of Section B of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R.

Section 164.504(e)(ii)(2)(I)]. If Covered Entity elects destruction of the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

D. Indemnification

If Business Associate fails to adhere to any of the privacy, confidentiality, and/or data security provisions set forth in this BAA or if there is a Breach of PHI in Business Associate's possession and, as a result, PHI or any other confidential information is unlawfully accessed, used or disclosed, Business Associate agrees to reimburse Covered Entity for any and all costs, direct or indirect, incurred by Covered Entity associated with any Breach notification obligations. Business Associate also agrees to pay for any and all fines and/or administrative penalties imposed for such unauthorized access, use or disclosure of confidential information or for delayed reporting if it fails to notify the Covered Entity of the Breach as required by this BAA.

E. Disclaimer

Covered Entity makes no warranty or representation that compliance by Business Associate with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

F. Certification

To the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA relating to certification of its security practices, Covered Entity or its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this BAA.

G. Amendment to Comply with Law

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Covered Entity may terminate the Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Agreement or this BAA when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

H. Assistance in Litigation of Administrative Proceedings

Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement or this BAA, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is named adverse party.

I. No Third-Party Beneficiaries

Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

J. Effect on Agreement

Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

K. Entire Agreement of the Parties

This BAA supersedes any and all prior and contemporaneous business associate agreements between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Covered Entity and Business Associate acknowledge that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

L. Interpretation

The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

Exhibit E

HFA Best Practice Standards
 © Prevent Child Abuse America Updated 6/1/18

Tables of Documentation				
Summary and Guidance for Data Collection Timeframes				
<p>The Tables of Documentation provide a complete list of data requirements in the HFA Best Practice Standards (BPS). Also included is a column with recommended timeframes for ongoing monitoring and adherence to the standards, as it is helpful to have routine monitoring & measurement of these activities to represent continuous quality improvement. These recommended timeframes may also be helpful as you develop and follow-up on your site's Quality Assurance Plan (Standard GA-3.B). When a site finds that any of these QA activities are falling below expectations stated in the standards the site is also encouraged to include these items on their site Goal/Benchmark Plan for ongoing monitoring and improvement.</p>				
<p>Measuring/Monitoring/Reporting Timeframes</p> <ul style="list-style-type: none"> - Annual - Site selects the most recent 12 months, most recent calendar year, or most recent fiscal year - Quarterly - Site selects the most recent three months, or most recent full quarter (Jan-Mar, Apr-Jun, Jul-Sept, Oct-Dec) 				
Standard	Required Timeframe	How to Measure <i>Please Note: HFA Spreadsheets do these calculations</i>	What to report for Accreditation (see also Tables of Documentation by Standard)	Ongoing QA Recommendations
<p>Before starting calculations within standard 1, define a cohort group year. The easiest way to define a cohort group is to pick a timeframe (ex: 1/1/2015-12/31/2015) and use those who were screened or identified within that timeframe as your cohort group. This number is the same number as (2) in the 1-1.C calculation.</p>				
1-1.C Target Population Screened/ Referred	Annual	<ol style="list-style-type: none"> 1. Determine total number in target population within defined timeframe (this may be an estimate based on community data from the past few years). 2. Count total number screened/referred within the same timeframe 3. Calculate: 2. (Number screened/referred) divided by 1. (Total in Target Population) 4. Provide report of number of screens by referrals source 5. Include strategies and indicate which are implemented 	HFA Standard 1-1 to 1-4.A spreadsheet or local data report and strategies.	Update Monthly

HFA Best Practice Standards

© Prevent Child Abuse America Updated 6/1/18

1-2.C Eligibility Timeframe	Annual	<ol style="list-style-type: none"> 1. For those within the timeframe you are monitoring, determine the total number of eligibility screens (1-step) or assessments (2-step) completed 2. Of those completed, how many were completed prenatally or within two weeks of birth? 3. Count the number of families that re-enrolled or transferred to site later than 2 weeks of age 4. Calculate: 2. (number completed prenatally or within 2 weeks) divided by 1. (total number of eligibility screens or assessments completed) minus 3. (number transferred or re-enrolled after 2 weeks of age) 	<p>HFA Standard 1-1 to 1-4.A spreadsheet or local data report.</p> <p>This is a threshold standard, meaning to be in adherence a minimum threshold has been established (80% in this case). When the site's annual data in the self-study falls below this threshold, Peer Reviewers or Panel will request more recent data.</p>	Update Monthly
1-2.D Positive Screens Not Assessed or Not Offered and Strategies	Annual	<ol style="list-style-type: none"> 1. Count number within a defined time period that screened positive 2. Count number that were either a) Not offered services (if a 1-step site), or b) Not offered the assessment/parent survey (if a 2-step site) 3: Calculate: 2. (number either not offered service or assessment) divided by 1. (number from cohort group that screened positive) 4. Include strategies developed and indicate which are implemented 	<p>HFA Standard 1-1 to 1-4.A spreadsheet or local data report and strategies.</p>	Update Monthly
1-2.E Verbal Declines and Strategies	Annual	<ol style="list-style-type: none"> 1. Count number from same time period the site offered HF home visiting services to 2. Count number who verbally declined services after being offered services by the site 3. Calculate: 2. (number who said no) divided by 1. (number who were offered) 4. Include strategies developed and indicate which are implemented 	<p>HFA Standard 1-1 to 1-4.A spreadsheet or local data report and strategies.</p>	Update Monthly

HFA Best Practice Standards

© Prevent Child Abuse America Updated 6/1/18

1-3.B First Home Visit	Annual	<ol style="list-style-type: none"> 1. Count number from the same time period with a first home visit 2. Count number with a first home visit either prenatally or within 3 months of birth 3. Count the number of families that re-enrolled or transferred to site later than 3 months of age, or due to length of NICU stay and infant older than 3 months of age when brought home 4. Subtract 3. (number re-enrolled or transferred or with extended NICU stay) from 1 (total with a first home visit) 5. Calculate: 2. (number with first home visit prenatally or within 3 months) divided by 4. (adjusted total with a first home visit) 	<p>HFA Standard 1-1 to 1-4.A spreadsheet or local data report.</p> <p>This is a threshold standard, meaning to be in adherence a minimum threshold has been established (80% in this case). When the site's annual data in the self-study falls below this threshold, Peer Reviewers or Panel will request more recent data.</p>	Update Monthly
1-4.A Acceptance Rate	Annual	<ol style="list-style-type: none"> 1. Count number from cohort group offered HF home visiting services (Yes, this is the same number as step 1 in 1-2.E) 2. Count number from cohort group with a first home visit (Yes, this is the same number as step 1 in 1-3.B) 3. Calculate: 2. (number with a first home visit) divided by 1. (number offered services) 	<p>HFA Standard 1-1 to 1-4.A spreadsheet or Acceptance Rate and description of methodology, if not using HFA spreadsheets or PIMS</p>	Update Every Six Months
1-4.B&C Acceptance Analysis and Plan	Every other year	<p>Analyze both formally and informally families who refused services in comparison to families who accept services. Analysis includes programmatic, demographic and social factors as well as the reason why families decline. Develop a plan to increase acceptance addressing any programmatic, demographic and social factors identified in the analysis.</p> <p>For smaller sites with less than 50 families offered services over a two year period, the site is required at a minimum to collect informal data and reasons why families are not accepting services, at least once every two years. The site will do a more comprehensive analysis when the sample size over a two-year period is 50 or more.</p>	<p>HFA Standard 1-4.B&C Acceptance Analysis and Plan or Comprehensive Acceptance Analysis and Plan for at least one cohort year.</p> <p>For sites with less than 50 families offered services over a two year period, narrative of informal data and reasons why families are not accepting services as well as strategies developed to increase acceptance and which strategies have been implemented.</p>	Update Annually

HFA Best Practice Standards
 © Prevent Child Abuse America Updated 6/1/18

3-4.A Retention Rate	Annual	<p>HFA methodology for calculating a site’s retention rate is:</p> <ol style="list-style-type: none"> 1. Select a specified one year time period, e.g., January 1, 2016 to December 31, 2016 – this can be a calendar year or fiscal year 2. Count the number of families who received a first home visit during this time period 3. Count the number of families that remained in services over specified periods of time (i.e. the number from this group that stayed 6 months or longer, 12 months or longer, and 2 yrs or longer) 4. Divide 3. (totals remaining for 6 or more months and total 12 months or more, etc) by the total number in step 2 (that received a first home visit during the time period.) 5. For accuracy, a time period must be selected that ended at least 1 year ago for a 1 year retention rate, 2 years ago for 2 year retention rate, 3 years ago for a valid 3 year retention rate. This ensures all families beginning services during the specified time period had the opportunity to stay for the full retention period. For example, a family enrolled in December 2016 could not be counted as retained for one year until December 2017. 	HFA 3-4.A Retention Measurement Worksheet or Retention Rate and description of methodology, if not using HFA spreadsheets or PIMS	Update Every Six Months
-------------------------	--------	---	---	-------------------------



HFA Best Practice Standards
 © Prevent Child Abuse America Updated 6/1/18

3-4.B&C Retention Analysis and Plan	Every other year	Analyze both formally (numbers and percentages) and informally (anecdotal information from staff or advisory members), families who remain in services in comparison to families who leave. Analysis includes programmatic, demographic and social factors as well as the reason why families leave. Develop a plan to increase retention addressing any programmatic, demographic and social factors identified in the analysis.	<p>HFA Standard 3-4.B&C Retention Analysis and Plan or Comprehensive Retention Analysis and Plan for at least one cohort year.</p> <p>For sites with less than 50 enrolled families at any one time over a two year period, narrative of informal data and reasons why families are not remaining in services as well as strategies developed to increase retention and which strategies have been implemented.</p>	Update Annually
4-1.B Level 1 for Six Months	Ongoing - All Enrolled Families	<ol style="list-style-type: none"> 1. Count total number families currently enrolled at least six months after the birth of the baby (when enrolled prenatally), or six months after enrollment (when enrolled postnatally) 2. Count the number of these families who remained on level 1 (weekly visits) for a minimum of six months, excluding time on creative outreach (CO, TO or TR). 3. If using HFA Accelerated, count the number of families who scored at low-risk on the Parent Survey (or other approved tool) that met progress criteria to move to Level 2 sooner than 6 months from assignment to Level 1 4. Count the number of families who transferred or re-enrolled after 3 months of age who met progress criteria to move to Level 2 sooner than 6 months from assignment to Level 1 5. Calculate percentage: 2. (families who remained on level 1 according to standard) divided by [1. (total number of families who have been enrolled for timeframes described) minus 3. (low-risk meeting progress criteria) plus 4. (transfer/re-enroll meeting progress criteria)] 	<p>HFA 4-1.B Weekly Home Visiting Spreadsheet or report reflecting all families with a target child over 6 months indicating those who remained on Level 1 for six months. Include explanation for any families who did not remain on Level 1 for six months.</p> <p>This is a threshold standard, meaning to be in adherence a minimum threshold has been established (90% in this case). When the site's annual data in the self-study falls below this threshold, Peer Reviewers or Panel will request more recent data.</p>	Update Quarterly

HFA Best Practice Standards
 © Prevent Child Abuse America Updated 6/1/18

<p>4-2.B Home Visit Completion</p>	<p>Quarterly</p>	<p>Report including: All families by Family Support Specialist (FSS) including level of service, level changes that quarter, number of expected home visits that quarter and number of completed home visits that quarter. Home Visit completion calculation: 1. Determine for each family over the course of a quarter the expected number of home visits (based on level of service alone) 2. Count the number of completed visits (while family is on active service level) for each family during the quarter 3. For each family calculate: 2. (completed visits) divided by 1. (expected visits) 4. Count the total number of families 5. Subtract from 4. (total families) the number of families who were on creative outreach for the entire quarter 6. Count the number of active families who received at least 75% of expected home visits 7. Site HVC rate is calculated by taking 6. (number of active families who received 75%+ of visits) divided by 5. (total active families - minus CO entire quarter)</p>	<p>HFA 4-2.B Home Visit completion spreadsheet or local Home Visit completion reports by FSS and rolled-up by site for the most recent quarter</p> <p><i>Note: The overall site level HVC is determined by taking the total number of families who completed at least 75% of the expected home visits based on their level of service, divided by the total number of families on caseloads for the site (exclude families who were on creative outreach the entire quarter). It is NOT calculated by averaging the HVC for all FSSs.</i></p> <p>This is a threshold standard, meaning to be in adherence a minimum threshold has been established (75% in this case). When the site's annual data in the self-study falls below this threshold, Peer Reviewers or Panel will request more recent data.</p>	<p>Update Quarterly</p>
--	------------------	---	---	-------------------------

HFA Best Practice Standards

© Prevent Child Abuse America Updated 6/1/18

<p>4-3.B Services minimum of three years</p>	<p>Annual</p>	<p>Local data.</p>	<p>Report indicating current number of families who have been enrolled for 3 or more years. If families graduate after three years of service, provide a report indicating all families who have graduated within the last year, excluding any on HFA Accelerated (when site uses HFA Accelerated) who completed earlier than 3 years.</p>	<p>Update Annually</p>
<p>5-4.A Input from Staff & Families</p>	<p>Every other year</p>	<p>Input from families and staff regarding: 1) materials, 2) communication or language factors, and 3) staff-family interaction. Input can be gathered through surveys, meetings, focus groups and/or supervision.</p>	<p>Summary of staff and family input results. Sample staff and Family Surveys available</p>	<p>Update Annually</p>
<p>5-4.B Cultural Analysis and Plan (CAP)</p>	<p>Every other year</p>	<p>The CAP must include review of: 1) materials, 2) training, and 3) the service delivery system a. initial engagement b. home visiting c. supervision d. management 4) staff and families feedback on materials, communication or language factors and the staff-family interactions (5-4.A). Many sites also incorporate information gleaned from the acceptance analysis, retention analysis and staff satisfaction to inform the CAP.</p>	<p>Cultural Analysis and Plan (CAP) including all required components. HFA Cultural Humility Workbook available</p>	<p>Update Annually</p>



HFA Best Practice Standards

© Prevent Child Abuse America Updated 6/1/18

<p>6-3.D CHEERS Check-In (PCI Tool)</p>	<p>Ongoing - All Target Children (of families currently enrolled)</p>	<p>1. Count total number of target children in three age cohorts (4 months-12 months, 13 months-24 months and 25 months-36 months) 2. Count number of children in each age cohort that had a PCI tool administered in that period (from 1/1/18 when this standard went into effect. You are welcome to use dates prior to 1/1/18 if you were using a validated PCI tool prior) 3. Calculate: 2. (number with CHEERS Check-In or other PCI tool) divided by 1. (the total number of target children in each age cohort)</p>	<p>HFA 6-3.D CHEERS Check-In spreadsheet or CHEERS Check-In (or other HFA approved PCI tool) tracking report.</p> <p>This is a threshold standard, meaning to be in adherence a minimum threshold has been established (90% in this case). When the site's annual data in the self-study falls below this threshold, Peer Reviewers or Panel will request more recent data.</p>	<p>Update Annually</p>
<p>6-5.B ASQ-3 Development Screening</p>	<p>Ongoing - All Target Children (of families currently enrolled)</p>	<p>Report indicating which target children received at least two ASQs per year (unless developmentally inappropriate) for children under the age of three and at least one ASQ per year for children ages three through five years, and which did not. Include if delay was indicated and if a referral was made. Provide a summary of the total target children (number and percent) who received the required screens divided by the total number of target children.</p> <p>If the timing of re-enrolling or transferring in to services precludes availability of 2 remaining intervals in a given year, please note this in the tracking report, for contextual decision-making by Peer Reviewers or Panel.</p>	<p>HFA 6-5.B ASQ Tracking Form or ASQ-3 Tracking Report including explanation of any missed screens.</p> <p>This is a threshold standard, meaning to be in adherence a minimum threshold has been established (90% in this case). When the site's annual data in the self-study falls below this threshold, Peer Reviewers or Panel will request more recent data.</p>	<p>Update Monthly</p>

HFA Best Practice Standards
 © Prevent Child Abuse America Updated 6/1/18

6-5.C ASQ:SE-2 Social Emotional Screening	Ongoing - All Target Children (of families currently enrolled)	Report indicating which target children received at least one ASQ:SE-2 per year (unless developmentally inappropriate) for children birth through age five. Report must include screens completed since 1/1/18 when standard went into effect, but may include earlier screen dates if site was using the tool prior to the standard going into effect. Include if delay was indicated. Provide a summary of the total target children (number and percent) who received the required screens divided by the total number of target children.	HFA 6-5.C ASQ Tracking Form or ASQ:SE-2 Tracking Report including explanation of any missed screens. This is a threshold standard, meaning to be in adherence a minimum threshold has been established (90% in this case). When the site's annual data in the self-study falls below this threshold, Peer Reviewers or Panel will request more recent data.	Update Monthly
7-1.B Medical/Health Care Provider	Ongoing - All Target Children (of families currently enrolled)	Report reflecting: 1. List and count all target children 2. List and count all target children w/medical provider, include provider 3. Calculate: 2. (target children w/medical provider) divided by 1. (total number of target children)	Report detailing all target children and their current medical/health care provider. Include a summary of the total number target children who have a provider, divided by the total number of target children.	Update Monthly
7-2.B Immunizations at 12 months	Ongoing - All Target Children (of families currently enrolled)	1. Count number of target children between 12-23 mo. 2. Subtract from 1. (target children between 12-23 months) who are excused from receiving immunizations according to allowable reasons described in BPS. 3. Of these children (determined in step 2), count how many are up to date with all immunizations due through 6 mo. of age 4. Report number and calculate: 3. (those up to date) divided by 2. (number between 12-23 months minus those excluded from count).	HFA 7-2.B Immunization Tracker or local data report.	Update Every Six Months

HFA Best Practice Standards
 © Prevent Child Abuse America Updated 6/1/18

7-2.C Immunizations at 24 months	Ongoing - All Target Children (of families currently enrolled)	<ol style="list-style-type: none"> 1. Count number of target children 24 mo. and older 2. Subtract from 1. (target children 24 mo. and older) those who are excused from receiving immunizations according to allowable reasons described in BPS 3. Of these children (determined in step 2), count how many are up to date with all immunizations due through 18 mo. of age 4. Report number & calculate: 3. (those up to date) divided by 2. (number 24 mo. and older minus those excluded from count) 	HFA 7-2.B Immunization Tracker or local data report.	Update Every Six Months
7-4.B Prenatal Depression screening	Ongoing - All Primary Caregivers (currently enrolled)	<ol style="list-style-type: none"> 1) Report primary caregivers enrolled prenatally: <ol style="list-style-type: none"> a. enrollment date b. date of birth of target child c. Prenatal screening date(s) 2) Count number enrolled prenatally 3) Count number screened prenatally <ol style="list-style-type: none"> b. Divide 3. (screened prenatally) by 2. (enrolled prenatally) 4) Provide an explanation of any missed screens 	HFA 7-4.B&C Depression Screening Spreadsheet or local data report.	Update Monthly

HFA Best Practice Standards
 © Prevent Child Abuse America Updated 6/1/18

<p>7-4.C Postnatal Depression screening</p>	<p>Ongoing - All Primary Caregivers (currently enrolled)</p>	<ol style="list-style-type: none"> 1) Report primary caregivers enrolled prenatally: <ol style="list-style-type: none"> a. enrollment date b. date of birth of target child c. Postnatal screening date(s) 2) Report primary caregivers enrolled postnatally: <ol style="list-style-type: none"> a. enrollment date b. date of birth of target child c. Postnatal screening date(s) 3) Using 1. above, count number enrolled prenatally <ol style="list-style-type: none"> a. of these, count the number screened postnatally before the baby was 3 months old b. and count the number screened before baby was 6 months old c. divide 3a. (screened postnatally within 3 mos of birth) by 3. (number enrolled prenatally) d. divide 3b. (screened postnatally within 6 mos of birth) by 3. (number enrolled prenatally) 4) Using 2. above, count number enrolled postnatally <ol style="list-style-type: none"> a. of these, count the number screened within 3 months of enrollment b. and count the number screened within 6 months of enrollment c. divide 4a. (screened postnatally within 3 mos of enrollment) by 4. (number enrolled postnatally) d. divide 4b. (screened postnatally within 6 mos of enrollment) by 4. (number enrolled postnatally) 5) Provide an explanation of any missed screens 	<p>HFA 7-4.B&C Depression Screening Spreadsheet or local data report.</p>	<p>Update Monthly</p>
--	--	---	---	-----------------------

HFA Best Practice Standards

© Prevent Child Abuse America Updated 6/1/18

7-4.D Subsequent Birth Depression screening	Ongoing - All Primary Caregivers (currently enrolled) with a subsequent birth	<p>1) Report for all primary caregivers with a subsequent birth:</p> <ul style="list-style-type: none"> a. date of birth of subsequent child c. Postnatal screening date(s) <p>2) Using information above, count number of subsequent births</p> <ul style="list-style-type: none"> a. of these families, count the number screened within 3 months of the subsequent birth b. divide 2a. (screened within 3 mos of birth) by 2. (number of subsequent births) <p>3) Provide an explanation of any missed screens</p>	HFA 7-4.B&C Depression Screening Spreadsheet or local data report.	Update Monthly
8-1.B Caseload monitoring	Ongoing - All Families	Report indicating the monthly caseload for all current FSSs over the past 12 months. Include each FSS's FTE and work hours per week, the number of families assigned to him or her, the level/intensity of service each family is receiving, and the case weight for each family.	HFA 8-1&8-2 Weighted Caseload Tool or local data report.	Update Monthly
9-4 Staff Satisfaction and Retention	Every other year	<p>1. For staff retention, include data on staff who have left. Include staff (by position title) who left during the timeframe (12 months for new sites, 24 months for all others), their hire date, termination date, reason why they left; and any other pertinent characteristics.</p> <p>2. For staff satisfaction include a summary of staff satisfaction input from currently employed staff in regard to work conditions that contribute both negatively and positively to job satisfaction (typically aggregated survey results) for those currently employed with the HFA site. Agency-wide staff satisfaction surveys, if used, must be filtered and reported for HFA staff only.</p> <p>3. Include strategies developed for staff retention based on what was learned from turnover and satisfaction data.</p>	Narrative reflecting factors associated with staff turnover along with satisfaction feedback from existing HFA staff utilized to develop staff retention strategies. Include which strategies have been implemented.	Update Annually

HFA Best Practice Standards

© Prevent Child Abuse America Updated 6/1/18

10-1 Orientation Training	Ongoing - All Current Staff	Training Logs including hire date and date of all training topics received for all current HFA staff (Family Resource Specialists (FRS), Family Support Specialists (FSS), supervisors and program manager).	HFA Training Log or local training report.	Update Monthly
10-2 Stop-Gap Training	Ongoing - All Current Staff	Training Logs including hire date and date of all training topics received for all current HFA staff (FRS, FSS, supervisors and program manager).	HFA Training Log or local training report.	Update Monthly
10-3 HFA Core Training	Ongoing - All Current Staff	Training Logs including hire date and date of all training topics received for all current HFA staff (FRS, FSS, supervisors and program manager).	HFA Training Log or local training report.	Update Monthly
11-2 thru 11-4 Wrap Around Training	Ongoing - All Current Staff	Training Logs including hire date and date of all training topics received for all current HFA staff (FRS, FSS, supervisors and program manager).	HFA Training Log or local training report.	Update Monthly
11-5 Ongoing Training	Ongoing - All Current Staff	Training Logs including hire date and date of all training topics received for all current HFA staff (FRS, FSS, supervisors and program manager).	HFA Training Log or local training report.	Update Monthly
12-1.B Frequency and Duration of Supervision	Quarterly	<ol style="list-style-type: none"> 1. Determine for each direct service staff member the required frequency and duration of supervision per FTE guidelines within BPS. 2. Determine number of expected supervision sessions for each staff member for one quarter. 3. Subtract from 2. (expected sessions) excused sessions within guidelines provided by BPS. 4. Count number of supervision sessions that occurred within proper timeframes and for expected duration. Divide 4. (number of supervision sessions at required duration) by 3. (expected sessions minus those excused). 5. Create report reflecting findings for each staff member. 	HFA 12-1.B Supervision Spreadsheet or local data report.	Update Monthly



HFA Best Practice Standards

© Prevent Child Abuse America Updated 6/1/18

GA-3.A Goals	Annually	Site Goals/Benchmarks, including annual progress review, and follow-up mechanisms implemented to address areas for improvement.	Sample HFA Goal/Benchmark Plan Template or local Goal/Benchmark Plan.	Update Quarterly
GA-3.B QA Plan	Annually	Quality Assurance Plan, including QA activities, implementation of these activities and follow up mechanisms developed and implemented to address areas for improvement.	Sample HFA QA Plan Template or local QA Plan.	Update Quarterly