

Attachment C: Fighting Back Santa Maria Valley,
FY 2023-2024 Agreement

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 Fighting Back Santa Maria Valley with an address at 201 South Miller Street #209, Santa Maria, CA 93454 (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

Erin Cross, Juvenile Services Manager, at phone number (805) 692-4855 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Edwin Weaver, Executive Director, at phone number (805) 346-1774 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 facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Santa Barbara County Probation
 117 E. Carrillo Street
 Santa Barbara, CA 93101
 Attention: Erin Cross, Juvenile Services Manager

To CONTRACTOR: Edwin Weaver, Executive Director
 Fighting Back Santa Maria Valley
 201 S. Miller Street #209
 Santa Maria, CA 93454
 Fax # (805) 621-5859

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 July 1, 2023, and end performance upon completion, but no later than June 30, 2024, 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 and 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.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Fighting Back Santa Maria Valley.

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

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Das Williams, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Probation Department

CONTRACTOR:

Fighting Back Santa Maria Valley

DocuSigned by:
Holly L. Benton
By: _____
E9E915B6A3614F4...
Holly L. Benton, Chief
Department Head

DocuSigned by:
Edwin Weaver
By: _____
A94243558B504C5
Authorized Representative

Name: Edwin Weaver

Title: Executive Director

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

DocuSigned by:
Idalia Gomez
By: _____
0FF9498BF6794A8...
Deputy County Counsel

DocuSigned by:
Robert Geis
By: _____
FBAFF96C568046C...
Deputy

APPROVED AS TO FORM:

Gregory Milligan, ARM
Risk Manager

DocuSigned by:
Gregory Milligan
By: _____
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Risk Management

EXHIBIT A Statement of Work

I. Service Agreement

CONTRACTOR shall develop and provide a program of targeted interventions for probation-supervised youth (aged 13 through 21) referred by COUNTY. Targeted interventions support educational and vocational goals provided to youth in response to technical violations of probation, low level offending, and non-compliance with directives issued by Probation Department, school officials, the Juvenile Court, and/or parents. Targeted interventions shall address specific criminogenic needs identified by COUNTY at the time of referral. Targeted intervention services include, but are not limited to: intake and assessment to determine the youth's needs; case planning and goal setting to meet those needs; review of barriers to success in school, and supporting youth in working with school staff to overcome the barriers; coaching youth to advocate for their needs to be met in the school setting; provision of incentives for meeting established goals, provision of conflict resolution and conflict mediation skills to help youth reduce conflicts; provision of job readiness and coaching skills; connections to post-secondary education; and provision of resources to meet family household needs. Referrals may be in lieu of formal court hearings and/or detention, or may be proactive in nature based on identified case plan goals. Targeted interventions will be for youth referred to CONTRACTOR in the Santa Maria and Lompoc geographic regions of the County. The number and type of referrals will vary based upon the population being served by COUNTY.

A. Description of Component:

1. CONTRACTOR shall provide a program of targeted interventions ("services") as described in this statement of work to youth referred by COUNTY at no cost to the youth and family. Youth may be referred by COUNTY for a variety of needs. Youth may have histories of substance use and abuse, family and community violence, trauma, victimization, mental health diagnoses, gang involvement, Commercial Sexual Exploitation of Children (CSEC) and poor academic performance, in addition to other risk factors and criminogenic needs. COUNTY will refer youth to the program for certain infractions and misdemeanors as defined by COUNTY, non-compliance with the terms of a conditional release from custody, and problems associated with school attendance, participation, and behavior on campuses.
2. CONTRACTOR shall provide services that form a structured response to the issues described above to provide youth direction and accountability, reinforce pro-social behaviors, and encourage compliance with probation requirements, among other needs. CONTRACTOR will perform an initial intake and assessment of referred youth to identify specific needs and provide case management. Services may include linkage to extracurricular activities, educational objectives, restorative justice opportunities, employment readiness and vocational training opportunities, and support in obtaining employment. An appropriate system of rewards and incentives for compliance with targeted interventions, reaching specified milestones, and program completion are to be developed by CONTRACTOR and approved by COUNTY before it is implemented.

3. CONTRACTOR shall prioritize the use of evidence-based programming, but may utilize promising practices (“programs”). For purposes of this agreement, evidence-based programming refers to those identified through empirical research and evaluation as being effective in achieving a specified goal and positively impacting outcomes. Various directories identify evidence-based programs, including those found at: <https://youth.gov/evidence-innovation/evidence-based-program-directories>, <https://www.samhsa.gov/ebp-resource-center>, and <https://nicic.gov/evidence-based-practices-ebp>. Promising practices are those that research has shown have some effectiveness but have not yet been proven effective through more rigorous evaluation. CONTRACTOR will notify COUNTY regarding the development of new targeted interventions, the assessment or modification of existing ones, and the status of a referred youth’s participation in programs before changes are made and implemented, and upon request by the COUNTY. The programs to be utilized by CONTRACTOR are limited to those approved by COUNTY, and include those currently in use by CONTRACTOR or proposed under this Agreement. These include, but are not limited to:
 - a. CONTRACTOR’s established evidence-based program “Foundations for Success,” including its three components of intake and assessment of needs, case management services, and direct intervention and support.
 - b. Trauma-informed care using the promising practice “Community Resiliency Model” as necessary, to address emotional regulation during crisis targeted interventions with youth.
 - c. “Check, Connect, and Respect”, a school-based mentoring and promising practice program for truant youth with attendance problems and their families. Case management services for this program seek to improve school involvement and attendance for elementary and junior high school aged youth.
4. CONTRACTOR shall ensure that employees providing any targeted interventions are adequately trained in the evidence-based programs and promising practices listed above in 3 a-c and can competently provide services and maintain program fidelity, including the use of any associated curriculum.
5. CONTRACTOR shall take a Positive Youth Development (PYD) approach to working with youth. As defined by the Annie E. Casey Foundation, PYD is a holistic approach that focuses on creating a developmentally appropriate learning setting that is culturally appropriate for young people. PYD strategies focus on forging positive relationships; strengthening academic, soft and technical skills; cultivating trustworthy, safe spaces; and offering youth opportunities to succeed in meaningful ways.

B. Unit of Service per Client Defined and Frequency of Contact:

1. CONTRACTOR shall provide targeted interventions to youth based on the referral as described by COUNTY. Referrals will be made for targeted interventions based on a youth’s criminogenic needs and individual case plan goals identified by COUNTY. Services

are to be time-limited, and CONTRACTOR's service plans are to identify the timeframes for accomplishing goals. The length of services will depend on the evidence-based programs and promising practices utilized and the dosage indicated in the referral by COUNTY, as well as the youth's response to services and progress achieved. For purposes of this agreement, dosage refers to the total number of hours of targeted interventions provided to a specific youth as identified by COUNTY at the time of referral. CONTRACTOR and COUNTY may collaborate and coordinate at any time regarding the appropriate level of dosage and indicated targeted interventions.

2. A unit of direct service is one (1) hour of actual service provided for targeted interventions, including those delivered individually to a referred youth or to a group of referred youth, or to a youth's parent or guardian. At least one collateral contact with the youth's parent or guardian must occur per month. A unit of direct service provided to an individual youth in one intervention will be viewed the same as a unit of direct service provided to a group of youth in another intervention. Units of service are not viewed in terms of an intervention's total planned duration, as such, a youth who attends only one (1) hour of a five (5) hour intervention will have accumulated one (1) unit of direct service and not five (5) units of direct service.
3. For purposes of this Agreement, only actual services provided by CONTRACTOR to a youth, activities indirectly associated with service delivery to a youth, and ancillary activities performed in support of those services, may be considered in determining the units of direct services per referred youth in terms of staff time.
4. Services include but are not limited to: direct service provision to a youth; intake or admission functions; assessment, closure or termination functions; review of referral documents and information; case plan development; case management; progress reports; at least one parent/guardian collateral contact per month; and consultation with COUNTY.
5. The frequency of contact between CONTRACTOR and a referred youth will depend on the reasons for the referral and the targeted interventions and dosage indicated on the referral. CONTRACTOR will maintain the frequency and dosage of contact established for the targeted interventions, not including any intake meeting or any attendant issues that may influence the progression of the intervention. CONTRACTOR will not provide services or dosage outside the scope of the initial referral without prior consultation with and approval from COUNTY. Contact for purposes of this section means the number of occasions when direct services are provided to a referred youth.
6. CONTRACTOR will maintain biweekly communication with the referring Deputy Probation Officer (DPO) via email or phone regarding services being offered to a youth, the youth's participation and response to those services, and any need for additional services and referrals.

C. Budgeted Service Level:

1. This Agreement does not specify a minimum or maximum number of referrals made by COUNTY to CONTRACTOR, except that the cost to provide youth targeted interventions, contacts with the youth's parent or guardian, and indirect and ancillary activities performed in support of services provided to a youth cannot exceed the amount supported by the targeted interventions budget, which is a total of \$31,248. The number of referrals made is reliant on the number of youths who engage in the kinds of behaviors described in this statement of work and who are suitable for referral to the program.
2. The targeted interventions budget is based on the estimated cost to provide the dosage of targeted interventions authorized per referred youth, as well as the estimated cost to provide indirect and ancillary activities performed in support of the services provided under this Agreement.
3. The targeted intervention budget is based on a rate of \$42.00 per hour.
4. CONTRACTOR maintains primary responsibility for tracking units of service that can be sustained over the course of the agreement based on the targeted interventions budget. The maximum units of service that can be provided under this agreement is 744.
5. The units of service are to be consistent with the nature of the referral and the dosage described in the referral. Targeted interventions are to be short-term in nature and specific to identified needs. CONTRACTOR shall provide services that are consistent with the referral and are to be reviewed at least every three (3) months with the COUNTY, regardless of frequency of services. If CONTRACTOR anticipates that services and case plan goals will exceed three (3) months, CONTRACTOR is to describe the need for continued services and obtain approval from COUNTY to continue services. Such approval shall be secured in writing. The continuation of services shall be similarly approved by the COUNTY at every subsequent three (3) month increment. Services provided by CONTRACTOR shall terminate if continuation is not approved by COUNTY.
6. If the dosage described in the initial referral is less than three (3) months in duration, CONTRACTOR will provide services consistent with the referral and the dosage. As such, services may be provided over the course of hours, days, weeks, or months.
7. In no case shall CONTRACTOR provide services outside of the scope of the referral, the dosage described, and the specific criminogenic needs and other factors identified in the referral, without consultation with and approval by COUNTY.

D. Locations of Service:

Upon approval by the COUNTY, services are to be provided at CONTRACTOR office locations, schools, virtually, in the community, at the Juvenile Justice Center (JJC), and at Los Prietos Boys Camp (LPBC). Services may be provided at specified COUNTY locations with the prior approval of COUNTY when appropriate. Services can be provided at a youth's home in order to assess barriers to the youth's school attendance, collaborate with family

members, and encourage participation with services to meet program goals. CONTRACTOR assumes all risks associated with a visit being conducted in a youth's home as detailed in Exhibit C, Indemnification.

E. Hours of Operation:

Monday through Saturday during the hours of 8:00 a.m. and 8:30 p.m., as scheduled by the provider, youth, and/or parent, in order to meet treatment needs. Modification to this schedule can be made upon request of CONTRACTOR and approval of COUNTY when doing so facilitates participation and attendance.

F. Program Position Titles:

Program Specialist

G. Qualifications of Positions:

1. Services shall be provided by a qualified employee with a minimum of an Associate's Degree in a subject such as education, counseling, criminal justice, social work, or related subject, and three (3) years of experience in a social service setting such as working directly with children, families and young adults, or in a case management, mental health, or family services agency.
2. CONTRACTOR will provide the appropriate level of clinical or employment supervision as required. Program Specialists should have an understanding of trauma-informed care, a background working with justice system-involved youth, and ability to work with persons from diverse cultural and socioeconomic backgrounds. CONTRACTOR shall ensure the Program Specialists are trained in working with at-risk youth.
3. CONTRACTOR shall ensure that all staff providing services under this contract are fully trained and certified in the evidence-based programs and promising practices utilized. CONTRACTOR shall notify COUNTY of any program staffing changes in advance whenever practical, but no later than within three (3) business days of program staff changes.
4. CONTRACTOR shall ensure trained persons are available to perform all services described in this Agreement during its inclusive dates.
5. COUNTY anticipates that Spanish language skills will be necessary for service delivery to some youth and families, therefore, CONTRACTOR shall prioritize bilingual and bicultural skills in its service plan.
6. CONTRACTOR shall ensure all staff have proper training to identify and respect youth's Sexual Orientation Gender Identity and Expression (SOGIE) during the provision of services.

H. Client Referral and Attendance Monitoring:

1. CONTRACTOR shall only serve youth and their parent or guardian (“families”) referred by COUNTY. CONTRACTOR shall not provide services under this contract to youth and families not referred by COUNTY.
2. CONTRACTOR shall attempt contact with referred youth or family within three (3) business days of receipt of referral, and begin enrollment/intake activities within five (5) business days of that contact in anticipation of individual service or inclusion in a planned group.
3. If CONTRACTOR determines referred youth or family is not appropriate for the services provided under this Agreement, CONTRACTOR shall notify COUNTY within 24 hours of that determination. CONTRACTOR may discontinue services with a referred youth and family upon said notification to COUNTY.
4. CONTRACTOR shall notice COUNTY within five (5) business days from receipt of the referral from COUNTY if unable to make contact or begin services within prescribed time, or if youth has two (2) consecutive unexcused absences for scheduled services.
5. CONTRACTOR shall provide monthly status reports in a format approved in advance by COUNTY. The monthly status reports shall include the names of all youth receiving services, those awaiting services, the referral and enrollment dates for each, the number of sessions attended and missed, and program end dates.
6. CONTRACTOR shall provide with each monthly invoice a summary of activities performed by all staff persons providing services under this Agreement and which correlate to hours coded by them on individual time sheets. Time sheets for staff facilitating services under this Agreement are to be included with each monthly summary.

I. Performance Measures

1. 85% of youth referred will enroll in services within five (5) days of initial contact.
2. 100% of enrolled youth will be delivered an individual service plan (ISP) within seven (7) days of enrollment/intake. The ISP is to include three (3) case plan goals for youth to accomplish.
3. 70% of enrolled youth will accomplish a minimum of two (2) out of their three (3) identified case plan goals within three (3) months.
4. CONTRACTOR will create a service termination plan template to be submitted to COUNTY for approval by July 31, 2023. Service termination plan templates are to be used and tailored for each youth and delivered to youth and Supervising Officer within 30 days of exit.
5. 75% of youth will show a reduction in unexcused school absences (as measured by school records) over a period of four (4) months from the enrollment/intake date.

6. 70% of youth will demonstrate an increase in school credits earned (as measured by school records) while participating in services.
7. Upon requests, CONTRACTOR shall provide COUNTY with additional information or data elements related to the services performed.

II. Service Agreement

CONTRACTOR shall provide cannabis education classes and related services (“program”) to persons age 12 to 18 at the time of offense, as referred by COUNTY, pursuant to the sections of the California Health and Safety Code (HS) specified below. CONTRACTOR will utilize the *Project Towards No Drug Abuse* curriculum (“curriculum”) in providing the cannabis education classes.

A. Description of Component

1. CONTRACTOR will provide cannabis education classes and related services to youth referred by the COUNTY and/or directly from schools. Referred youth will have been cited by a law enforcement agency for a qualifying offense, as specified below. Referrals from COUNTY and/or schools will not exceed more than 225 youth total during the course of this Agreement.
2. CONTRACTOR will provide cannabis education classes and related services to youth referred by COUNTY and/or schools for the possession of not more than 28.5 grams of cannabis, as described in subsections a and b, below.
 - a. For a first offense pursuant to Health and Safety Code (“HS”) section 11357(a)(1)(A), or HS section 11357(d), CONTRACTOR will provide the curriculum in a one (1) class session four (4) hours in duration, in each of the three regional locations, every month in all 12 months of the Agreement period. CONTRACTOR will assign and ensure the completion of up to ten (10) hours of community work service to be completed within 60 days of the youth referral under this section.
 - b. For any subsequent offense pursuant to HS section 11357(a)(1)(B) HS, or HS section 11357(d), CONTRACTOR will provide the curriculum in three (3) class sessions of (2) hours in duration, in each of the three regional locations, every other month (bi-monthly) in the 12 months of the Agreement period. CONTRACTOR will assign and ensure the completion of up to 20 hours of community work service to be completed within 90 days of the youth referral under this section. Facilitation will include identification of a worksite to complete the hours, monitoring of the completion of the hours, transportation to worksites as needed, and provision of proof of completion of the hours.
3. CONTRACTOR will provide cannabis education classes and related services to youth referred by COUNTY and/or schools for the possession of 28.5 grams or more of cannabis, as described in subsections a and b, below.

- a. For a first offense pursuant to HS section 11357(b)(1)(A), CONTRACTOR will provide the curriculum in four (4) class sessions of two (2) hours in duration, in each of the three regional locations, every other month (bi-monthly) in the 12 months of the Agreement period. CONTRACTOR will facilitate the completion of up to 40 hours of community work service to be completed within 90-days of the youth referral under this section. Facilitation will include identification of a worksite to complete the hours, monitoring of the completion of the hours, transportation to worksites as needed, and provision of proof of completion of the hours.
 - b. For any subsequent offense pursuant to HS section 11357(b)(1)(B), CONTRACTOR will provide the curriculum in five (5) class sessions of (2) hours in duration, in each of the three regional locations, every other month (bi-monthly) in the 12 months of the Agreement period. CONTRACTOR will facilitate the completion of up to 60 hours of community work service to be completed within 120-days of the youth referral under this section. Facilitation will include identification of a worksite to complete the hours, monitoring of the completion of the hours, transportation to worksites as needed, and provision of proof of completion of the hours.
4. CONTRACTOR will provide administrative and youth supportive services to youth. Services include receiving and reviewing all referrals from schools and COUNTY to verify accuracy of information ensuring youth meet the requirements of the law in addition to facilitating the education classes and supporting youth in completing the classes and community service work as outline above in this agreement. Processing referrals will begin two business days from the date received, if invalid information is provided the processing time period can be delayed, as well as services outlined in Section II A 1.
5. CONTRACTOR will contact referred youth and their parents or guardians to provide case management functions to support completion of the education classes and community service work required under the Health and Safety Code and as assigned by CONTRACTOR. Case management includes arranging an intake to provide an overview of the program requirements as required by the Health and Safety Code, completing a program pre-survey, reviewing community service log, and identifying community service opportunities. Meetings should not exceed an hour and should not be less than forty-five (45) minutes per referral (translation might be needed if parent/guardian and/or student are Non-English speakers and is to be provided by CONTRACTOR).
6. CONTRACTOR to ensure completion of Cannabis education classes and community service hours by conducting weekly check-ins with each youth to help encourage and incentivize completion of all program requirements. If youth/parent or guardian is non-responsive CONTRACTOR to conduct a home visit.
7. CONTRACTOR will coordinate the scheduling and facilitation of Cannabis education classes, and to provide reminders to parents or guardians/students and provide transportation if required for youth to complete services.

8. CONTRACTOR will arrange a meeting to hand deliver the certificates, as described in II (B), and incentives, as described in II(C), whenever possible.
 9. CONTRACTOR will notify referring schools, law enforcement, probation department, or school administrator of youth's completion of the program, including the education classes and community service work.
 10. CONTRACTOR will provide in-person services under this Agreement to youth in group settings whenever there are at least five (5) youth enrolled in services. CONTRACTOR may utilize remote access (virtual platforms) when there are at least five (5) youth enrolled in services from two (2) or more of the regional areas. CONTRACTOR may also provide all services utilizing remote access (virtual platforms) during any period when public health or other government orders demand it.
 11. CONTRACTOR will ensure that any youth who completes education classes as described above will complete a pre and post-survey (developed by Dr. Furlong) and provide both surveys to COUNTY.
 12. For classes that will be provided on a bi-monthly basis within the Agreement period, CONTRACTOR will schedule them in non-consecutive months beginning in August, 2023, unless CONTRACTOR and COUNTY agree in advance that they be provided alternatively based on the volume of referrals.
- B. CONTRACTOR shall provide youth a certificate of community service completion to include the number of hours served and the location of community service, upon successful completion of required hours.
- C. Incentives
1. CONTRACTOR shall use monetary and non-monetary incentives such as gift cards, food, snacks, relationship building, reminder calls, bus passes, and reduction in community service hours as allowed by Health & Safety Code section 11357.
 2. CONTRACTOR shall not reduce the number of community service hours by more than 50% of the total suggested in Health & Safety Code section 11357.
- D. Location of Services

Upon approval by the COUNTY, services are to be provided at CONTRACTOR office locations, schools, virtually, in the community, at the Juvenile Justice Center (JJC), and at Los Prietos Boys Camp (LPBC). Services may be provided at specified COUNTY locations with the prior approval of COUNTY when appropriate. Services can be provided at a youth's home in order to assess barriers to the youth's school attendance, collaborate with family members, and encourage participation with services to meet program goals. CONTRACTOR assumes all risks associated with a visit being conducted in a youth's home as detailed in Exhibit C, Indemnification.

E. Hours of Operation

Monday through Saturday between the hours of 8:00 a.m. and 7:00 p.m. as scheduled by CONTRACTOR in order to meet service needs. Modification to this schedule may be made upon request of CONTRACTOR and approval of COUNTY.

F. Qualifications of Position

1. CONTRACTOR shall deliver education services by a facilitator who has been trained by a certified *Project Towards No Drug Abuse* instructor.
2. CONTRACTOR shall notify COUNTY of any program staffing changes in advance whenever practical, but no later than within three (3) business days of program staff changes.
3. CONTRACTOR shall ensure trained persons are available to perform all services described in this Agreement during its inclusive dates.
4. COUNTY anticipates that Spanish language skills will be necessary for service delivery to some youth and families, therefore, CONTRACTOR shall prioritize the availability of bilingual and bicultural service delivery.
5. CONTRACTOR shall ensure all staff have proper training to identify and respect youth's Sexual Orientation Gender Identity and Expression (SOGIE) during the provision of services.

G. Client Referral and Attendance Monitoring

1. CONTRACTOR shall enroll referred youth within two (2) business days of receipt of referral.
2. CONTRACTOR shall record and maintain a log of all referrals and their source including those from COUNTY, law enforcement, the juvenile court, or schools.
3. CONTRACTOR shall be responsible for documenting attendance with a group sign-in log that shall be provided to COUNTY for verification of attendance.

H. Performance Measures.

1. CONTRACTOR shall provide data to the COUNTY, monthly, via the Summary of Services worksheet to include but not limited to the following: date of referral, referral source, name of youth, date of birth, citation information, referring cannabis education class, associated community service work, all attempted and accomplished contacts with the youth, class enrollment date and location, and program completion status including completion of community service work.
2. CONTRACTOR shall enroll no less than 85% of referred youth in services.
3. CONTRACTOR shall ensure that no less than 60% of enrolled youth complete the cannabis education class. To document this measurable outcome, CONTRACTOR shall submit youth's scores from both the pre and post surveys (developed by Dr. Furlong) for the 4, 6, and 8-hour Project Towards No Drug Abuse classes. For the 10-hour class, CONTRACTOR shall submit the Project Towards No Drug Abuse pre and post survey scores.

4. CONTRACTOR shall ensure 70% of youth completing the 4, 6, or 8-hour Project Towards No Drug Abuse class, will show a 20% increase in the perception of harm of substance use disorder. To document this measurable outcome, CONTRACTOR shall submit the pre and post survey developed by Dr. Furlong.
5. CONTRACTOR shall ensure a 20% reduction in heavy substance use within the past 30 days for youth completing the 10-hour class of the *Project Towards No Drug Abuse* curriculum. To document this measurable outcome, CONTRACTOR shall submit the *Project Towards No Drug Abuse* pre and post-survey.
6. CONTRACTOR shall administer all pre-tests to enrolled youth prior to starting classes of the *Project Towards No Drug Abuse* curriculum. Post-tests shall be administered to youth no later than one (1) week after successful completion of the classes,

III. OTHER SERVICE REQUIREMENTS AS TO BOTH TARGETED INTERVENTIONS AND CANNABIS EDUCATION:

A. Criminal Records Check, Required Staffing List, and Criminal Law Violation Notification:

1. CONTRACTOR shall ensure that all existing and prospective staff and volunteers performing services as part of, related to, or in connection with this Agreement whose duties do not require his/her presence at COUNTY locations, shall have a criminal record check. CONTRACTOR shall pay for any and all associated costs of the criminal record check. The criminal record check shall be through one of the local law enforcement agencies and consist of a local law enforcement record check, a California Department of Motor Vehicle check, and a Live Scan submitted to the California Department of Justice (CDOJ). CONTRACTOR shall complete and submit the Staff Records Check form (ATTACHMENT A-1) as appropriate for existing and prospective staff or volunteers to COUNTY within 14 business days of signature or prior to the start of services, whichever is earlier.
2. For CONTRACTOR's existing and prospective staff and volunteers performing services as part of, related to, or in connection with this Agreement whose duties require his/her physical presence at COUNTY locations, COUNTY will conduct a criminal record check.
3. CONTRACTOR's prospective staff or volunteer may commence services only after the results of the live scan have been reported to COUNTY and COUNTY deems the person suitable for work pursuant to this Agreement. Failure by CONTRACTOR to comply with the criminal record check requirements may result in withholding of invoice payments until compliant.
4. CONTRACTOR shall provide written notice within twenty-four (24) hours of CONTRACTOR's knowledge, of any new criminal law violation by staff, employees and/or volunteers.

B. CLETS Confidentiality

1. CONTRACTOR shall certify it has read and is familiar with the contents of Federal Bureau of Investigation (FBI) Security Addendum, the NCIC 200 Operating Manual, the Policy and Reference Manual, the CJIS Security Policy, and Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions (ATTACHMENT A-2) within 14 business days of signature or prior to the start of services, whichever is earlier.
2. CONTRACTOR shall ensure that each existing staff and prospective staff and volunteers assigned to this Agreement sign the CLETS Private Contractor Management Control Agreement (ATTACHMENT A-3) and provide a copy of the signed CLETS Private Contractor Management Control Agreement to COUNTY within three (3) business days of signature or prior to the start of services, whichever is earlier.
3. Failure by CONTRACTOR to comply with the FBI Criminal Justice Information Services Security Addendum, and the CLETS Private Contractor Management Control Agreement may result in withholding of invoice payments until compliant.

C. Staff Professional Standards

1. CONTRACTOR warrants that all staff, employees and volunteers providing service under this Agreement have the background, training, work experience, licenses, and supervision necessary for the performance of services in a manner of, and according to the standards observed by, a practitioner of the same profession and in keeping with all Federal, State and County Laws.
2. Upon request, CONTRACTOR shall provide COUNTY copies of permits, licenses, certifications or other documents certifying the training and qualifications of all new staff, employees and volunteers performing work under this Agreement. Such documentation shall be provided to COUNTY no later than 30 days after COUNTY's request.
3. CONTRACTOR shall ensure that staff are culturally proficient with the necessary knowledge, skills, attitudes and beliefs that enable people to work well with, respond effectively to, and be supportive of people in cross-cultural settings. Bilingual and bicultural staff are preferred to ensure the workforce reflects the population served. Staff will also identify youth by their preferred pronoun.

D. Drugs and Alcohol

CONTRACTOR shall not allow the use or possession of drugs or alcohol in the workplace.

E. Incident Reporting

CONTRACTOR shall report the following incidents to COUNTY within 24 hours (excluding holidays and weekends) of occurrence while clients are receiving services under this agreement:

1. Physical confrontation between staff and client, between clients, clients and non-staff, and threats of violence, including self-inflicted violence;
2. Any law violation;
3. Possession of any illegal drugs, paraphernalia, weapons or other contraband; and
4. Failure or refusal to participate in or receive services.

F. Confidentiality

1. CONTRACTOR agrees to maintain the confidentiality of client records and/or client information pursuant to: Title 42 United States Code (U.S.C.) section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.) part 2; Title 22 California Code of Regulations (Cal. Code Regs.) section 51009; Welfare & Institutions Code (Welf. & Inst. Code) sections 14100.2, 5328, and 827; Health and Safety Code (Health & Saf. Code) sections 11812 and 11845.5; Civil Code sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Penal Code (Pen. Code) sections 11140, 11142 and 13303. Client records and/or information must comply with all appropriate State and Federal requirements. CONTRACTOR shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of these services or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
2. CONTRACTOR shall have any employee providing direct services under this agreement review and individually sign the Photography/Video Restriction Notice (Attachment A-4). CONTRACTOR shall provide to COUNTY the original signed notice prior to the delivery of direct services.

G. Status Reports

1. CONTRACTOR shall complete a monthly Services Summary Worksheet for each program (ATTACHMENT A-5) to include a complete list of client referrals received, services provided, exits, discharge details, and results of any pre and post-surveys and other pre and post-measures as identified in ATTACHMENT A-5.
2. CONTRACTOR shall submit the Services Summary Worksheet electronically in Excel format with invoices monthly. COUNTY shall provide an electronic version of the Services Summary Worksheet to CONTRACTOR at start of contract period.

H. Fidelity Measures

1. Pertaining to cannabis education classes, CONTRACTOR shall coordinate with COUNTY staff to complete an onsite assessment of at least one (1) class session within the first nine (9) months of the start of the program.
2. Pertaining to targeted interventions, CONTRACTOR shall provide COUNTY with a summary of their internal quality assurance process or internal fidelity measures for

delivery of targeted intervention services within the first six (6) months of the start of the intervention.

I. Meetings and Coordination with Other Providers

1. CONTRACTOR shall participate in meetings held by COUNTY concerning the services delivered under this Agreement, including but not limited to, services concerning the treatment of a specific youth, probation unit meetings, or Agreement requirements.
2. CONTRACTOR shall coordinate with other youth-serving organizations and agencies as necessary regarding other services for a referred youth for purposes of continuity of care.
3. CONTRACTOR shall participate in family engagement events as organized and requested by CONTRACTOR. Participation shall include staffing an informational booth and sharing information pertaining to CONTRACTOR's available services for this population.

J. Training

1. CONTRACTOR will ensure all employees maintain a valid First Aid and CPR certification.
2. CONTRACTOR shall ensure staff have appropriate training to understand and appropriately acknowledge youth's identified Sexual Orientation Gender Identity and Expression (SOGIE).
3. CONTRACTOR staff performing work under this Agreement shall participate in at least one (1) training session or class on Evidence-Based Practices (EBPs). Training sessions relevant to EBPs should ideally cover at least one (1) of the eight (8) criminogenic needs that have been identified through research as factors that are predictive of committing crimes. The training session(s) shall be pre-approved by COUNTY, and may be conducted by the CONTRACTOR, an outside organization, or the Probation Department as available. CONTRACTOR shall provide documentation to COUNTY of staff's attendance at the EBP training session(s).
4. Trainings under this section shall be at no cost to the COUNTY.

K. Employee COVID-19 Vaccination and Testing Policy

COUNTY hereby notifies CONTRACTOR that COUNTY's Employee COVID-19 Vaccination and Testing Policy applies to this Agreement and is incorporated by reference with the same force and effect as if the policy were specifically set out herein and CONTRACTOR agrees to comply with said policy as may be amended, or CONTRACTOR's own policy that is not less restrictive. The COUNTY's Employee COVID-19 Vaccination and Testing Policy is available at: <https://content.civicplus.com/api/assets/f7db5f2b-3e4e-4ce6-b95a-0c641a1740cb>

The following definitions apply to the COUNTY's Employee COVID-19 Vaccination and Testing Policy:

- a. "All other workers who regularly perform services" means an individual provides onsite services that are in-person and within close contact (i) to the public on behalf of the County; or (ii) to County employees.
- b. "Close contact" means being within six feet of other individuals for a cumulative total of 15 minutes or greater in any 24-hour period.
- c. "Onsite" means inside any County location, building, facility, whether owned or leased by the County, where County employees regularly perform services or provide services to the public. Onsite does not include locations where services are primarily performed outside, or County leased property if there are no County workers at the location and/or no County services are provided to the public at the location.

L. Transportation:

1. CONTRACTOR may transport youth under this Agreement to facilitate case plan goals and completion of targeted interventions. Transportation of referred youth may only occur upon the completion of all intake activity and other required conditions enumerated below.
 - a. CONTRACTOR will ensure any person who provides transportation possesses and maintains a valid California Driver's License (CDL), and appropriate and sufficient automobile insurance coverage that meets or exceeds legal requirements as required under Exhibit C to this Agreement.
 - b. CONTRACTOR will provide proof of a CDL and insurance to COUNTY prior to transportation of youth.
 - c. CONTRACTOR will conduct an annual Audit of all persons providing transportation services to youth to ensure no traffic violations or suspensions have occurred.
 - d. Only staff identified by CONTRACTOR to provide transportation of youth and who have been approved by the COUNTY may provide transportation to youth under this Agreement.
 - e. COUNTY will maintain a list of approved CONTRACTOR staff authorized to transport youth.
 - f. Only vehicles for which CONTRACTOR has provided proof of insurance coverage for service delivery under this Agreement may be used; this includes CONTRACTOR's company vehicle.
 - g. CONTRACTOR will obtain written permission allowing for transportation from the parent or guardian of any youth under the age of 18 CONTRACTOR intends to transport. CONTRACTOR will provide written proof of permission obtained from parent or guardian of youth upon request by COUNTY. Parental permission is for the duration of the period of service delivery. Authorization will automatically expire upon the youth's exit from the program, or upon revocation by parent or COUNTY; and
 1. When staff needs to transport a minor and has written permission from the parent or guardian to do so, CONTRACTOR staff will ask other CONTRACTOR staff to accompany them, if none is available the transporting staff will document in Vertical change that they were unable to find a second staff member to assist them.

- M. CONTRACTOR shall provide COUNTY copies of policies that detail CONTRACTOR's child abuse prevention policies and procedures which include:
1. CONTRACTOR will ensure the reporting of suspected incidents of child abuse to persons or entities outside of the organization, including the reporting requirement pursuant to Penal Code section 11165.9. All Staff will take required Suspected Child Abuse Mandated Reporter training as required by law.
 2. CONTRACTOR will, to the greatest extent possible, have the presence of at least two mandated reporters whenever administrators, employees, or volunteers are in contact with, or supervising children.
- N. CONTRACTOR and its respective employees, associates, affiliates, licensees, successors and assigns will **NOT** film, photograph and/or record any youth under the jurisdiction of the Santa Barbara County Juvenile Court and in custody at the Santa Maria Juvenile Justice Center (JJC) or the Los Prietos Boys Camp (LPBC) within or outside these facilities, any youth out of custody but under the jurisdiction of the Santa Barbara County Juvenile Court, any personnel of the JJC or LPBC, or the interior or exterior of the JJC or LPBC, vehicles or equipment without the prior written consent of the County of Santa Barbara Probation Department.
1. If a film, photograph and/or recording is approved by COUNTY, CONTRACTOR and its respective employees, associates, affiliates, licensees, successors and assigns will **NOT** use or disseminate the film, photograph and/or recording in any way, including the Internet or any other digital transmission, without the prior written consent of the COUNTY. The COUNTY and/or the Santa Barbara County Juvenile Court shall have the right to review, approve or exclude all images prior to any use or dissemination of the content. Should COUNTY and/or the Santa Barbara County Juvenile Court determine the image is inappropriate after approval, CONTRACTOR will immediately remove the content from use or view.
- O. CONTRACTOR and COUNTY agree that immaterial changes to the agreement including authorizing additional services, amending program staffing requirements, amending service locations, and adding program goals, outcomes, and measures and reallocation of funds between funding sources may be authorized by the Chief Probation Officer or designee in writing and will not constitute an amendment to this agreement. CONTRACTOR and COUNTY agree that line-item budget changes to Attachment B-1 of the Agreement in an amount not to exceed 10% of the stated line-item budgeted amounts for each service may be authorized by the Chief Probation Officer or designee in writing and will not constitute an amendment to this agreement.

Attachment A-2



STATE OF CALIFORNIA
HDC 0012
(Orig. 02/2009; Rev. 04/2016)

DEPARTMENT OF JUSTICE
PAGE 1 of 1

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative



STATE OF CALIFORNIA
HDC 0004B
(Orig. 11/2005; Rev. 03/2010)

Attachment A-3

DEPARTMENT OF JUSTICE
PAGE 1 of 2

CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT

Agreement to allow California Law Enforcement Telecommunications System (CLETS) access by

_____ ,
(Public law enforcement/criminal justice agency)

_____ (ORI)

to

_____ ,
(Private Contractor)

to perform

_____ services on its behalf.
(Type of service)

Access to the CLETS is authorized to public law enforcement and criminal justice agencies (*hereinafter referred to as the CLETS subscribing agency*) only, which may delegate the responsibility of performing the administration of criminal justice functions (e.g., dispatching functions or data processing/information services) in accordance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services (CJIS) Security Addendum to a private contractor. The private contractor may access systems or networks that access the CLETS on behalf of the CLETS subscribing agency to accomplish the above-specified service(s). This agreement must be received by the California Department of Justice (CA DOJ) prior to the subscribing agency permitting access to the CLETS. The performance of such delegated services does not convert that agency into a public criminal justice agency, not automatically authorize access to state summary criminal history information. Information from the CLETS is confidential and may be used only for the purpose(s) for which it is authorized. Violation of confidentiality requirements or access authorizations may be subject to disciplinary action or criminal charges.

Pursuant to the policies outlined in the *CLETS Policies, Practices, and Procedures (PPP)* and the Federal Bureau of Investigation's (FBI) *CJIS Security Policy*, it is agreed the CLETS subscribing agency will maintain responsibility for security control as it relates to the CLETS access. Security control is defined as the ability of the CLETS subscribing agency to set, maintain, and enforce:

1. Standards for the selection, supervision, and termination of personnel. This does not grant hiring/firing authority to the CLETS subscribing agency, only the authority to grant CLETS access to personnel who meet these standards and deny it to those who do not.
2. Policies governing the operation of computers, access devices, circuits, hubs, routers, firewalls, and other components that make up and support a telecommunications network and related CA DOJ criminal justice databases used to process, store, or transmit criminal justice information, guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.

Security control includes, but is not limited to, the supervision of applicable equipment, systems design, programming, and operating procedures associated with the development, implementation, and operation of any computerized message-switching or database systems utilized by the served law enforcement agency or agencies. Computer sites must have adequate physical security to protect against any unauthorized viewing or access to computer terminal, access devices, or stored/printed data.



Attachment A-3

CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT

Additionally, it is the responsibility of the CLETS subscribing agency to ensure that all private contractors receiving information from the CLETS meet the minimum training, certification, and background requirements that are also imposed on the CLETS subscribing agency's staff. The minimum requirements are applicable also to staff having access to record storage areas containing information from the CLETS. The minimum requirements include, but are not limited to:

1. Prior to allowing the CLETS access, train, functionally test, and affirm the proficiency of all the CLETS computer operators to ensure compliance with the CLETS and the FBI's National Crime Information Center (NCIC) policies and regulations, if applicable. Biennially, provide testing and reaffirm the proficiency of all the CLETS operators, if applicable.
2. State and FBI criminal offender record information searches must be conducted prior to allowing access to the CLETS computers, equipment, or information. If the results of the criminal offender record information search reveal a record of any kind, access will not be granted until the CLETS subscribing agency can review the matter to decide if access is appropriate. If a felony conviction of any kind is found, access shall not be granted.
3. Each individual must sign a CLETS Employee/Volunteer Statement form (HDC 0009) prior to operating or having access to CLETS computers, equipment, or information.

In accordance with CLETS/NCIC policies, the CLETS subscribing agency has the responsibility and authority to monitor, audit, and enforce the implementation of this agreement by the private contractor. The private contractor agrees to cooperate with the CLETS subscribing agency in the implementation of this agreement and to accomplish the directives for service under the provisions of this agreement. The CLETS Management Control Agreement (HDC 0004B) shall be updated when the head of either agency changes or immediately upon request from the CA DOJ.

By signing this agreement, the vendors and private contractors certify they have read and are familiar with the contents of (1) the FBI's CJIS Security Addendum, (2) the NCIC 2000 Operating Manual, (3) the FBI's CJIS Security Policy, (4) Title 28, Code of Federal Regulations, Part 20, and (5) the CLETS PPP and agree to be bound by their provisions. Criminal offender record information and related data, by its very nature, is sensitive and has potential for great harm if misused. Access to criminal offender record information and related data is therefore limited to the purpose(s) for which the CLETS subscribing agency has entered into the contract. Misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; use, dissemination, or secondary dissemination of information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. Accessing the system for an appropriate purpose and then using, disseminating, or secondary dissemination of information received for another purpose other than execution of the contract also constitutes misuse. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Signature (CLETS Subscribing Agency Head)

Signature (Private Contractor Agency Head)

Print Name and Title

Print Name and Title

Date

Date

ATTACHMENT A-4



PROBATION DEPARTMENT

County of Santa Barbara

117 E. Carrillo St., Santa Barbara, CA 93101
(805) 882-3700 * Fax (805) 882-3651
www.sbprobation.org

HOLLY L. BENTON
Chief Probation Officer

MELINDA BARRERA
Deputy Chief Probation Officer
SPENCER CROSS
Acting Deputy Chief Probation Officer
SAMUEL LEACH
Deputy Chief Probation Officer
DAMON FLETCHER, CPA
Administrative Deputy Director

[Name of individual or organization] and its respective employees, associates, affiliates, licensees, successors and assigns will **NOT** film, photograph and/or record any youth under the jurisdiction of the Santa Barbara County Juvenile Court and in custody at the Santa Maria Juvenile Hall (SMJH) or the Los Prietos Boys Camp (LPBC) within or outside these facilities, any youth out of custody but under the jurisdiction of the Santa Barbara County Juvenile Court, any personnel of the SMJH or LPBC, or the interior or exterior of the SMJH or LPBC, vehicles or equipment without the prior written consent of the County of Santa Barbara Probation Department.

If a film, photograph and/or recording is approved by Probation, [Name of individual or organization] and its respective employees, associates, affiliates, licensees, successors and assigns will **NOT** use or disseminate the film, photograph and/or recording in any way, including the Internet or any other digital transmission, without the prior written consent of the County of Santa Barbara Probation Department. The Probation Department and/or the Santa Barbara County Juvenile Court shall have the right to review, approve or exclude all images prior to any use or dissemination of the content. Should Probation and/or the Santa Barbara County Juvenile Court determine the image is inappropriate after approval, [Name of individual or organization] will immediately remove the content from use or view.

Printed Name

Signature Name

Date

Santa Barbara Juvenile Services
117 E. Carrillo St.
Santa Barbara, CA 93101
(805) 692-4840
FAX (805) 692-4841

Los Prietos Boys Camp
3900 Paradise Rd.
Santa Barbara, CA 93105
(805) 692-1750
FAX (805) 692-1772

Santa Maria Juvenile Hall
4263 California Blvd.
Santa Maria, CA 93455
(805) 934-6270
FAX (805) 934-6280

Santa Maria Juvenile Services
4251 California Blvd.
Santa Maria, CA 93455
(805) 934-6366
FAX (805) 739-8679

Lompoc Adult & Juvenile
415 E. Cypress Ave.
Lompoc, CA 93436
(805) 373-7800
FAX (805) 737-7811

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 **\$278,033.00**.
- 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.
- E. CONTRACTOR MONTHLY INVOICING REQUIREMENTS

- 1. Invoice Format

Monthly invoices shall be in a COUNTY pre-approved format. The invoice shall list costs by staff position (including total hours by position) and operating expense and equipment costs consistent with the line items on the attached ATTACHMENT B-1. All costs claimed by CONTRACTOR for reimbursement by COUNTY shall be identified in the specific format required by COUNTY. CONTRACTOR shall invoice for incentives and office supplies as expenses are incurred.

- 2. Invoice Linkage to ATTACHMENT B-1 Budget Positions

Any invoiced costs for staff positions or equipment costs not listed in ATTACHMENT B-1 of this Agreement will not be reimbursed by the COUNTY unless approved in advance by the COUNTY.

- 3. Invoice Timely Submission

CONTRACTOR shall submit monthly invoices by the tenth of each subsequent month to the COUNTY DESIGNATED REPRESENTATIVE (i.e. representative listed in paragraph 2, Notices, of the main body of this Agreement).

4. Invoice Signature

Invoices shall be signed and dated by an authorized CONTRACTOR's Designated Representative, as well as, identifying the name and title of the CONTRACTOR's Designated Representative preparing the invoice.

5. Copies of Payroll Ledgers and Timecards

Copies of payroll ledgers and timecards for the invoice service period for each CONTRACTOR's Designated Representative directly claimed on the invoice shall be attached to the invoice. CONTRACTOR will be notified if any invoice is missing copies of required payroll ledgers and timecards. **IMPORTANT: Monthly invoices will not be considered valid until copies of all required payroll ledgers and timecards are received by the COUNTY.**

6. Administrative/Overhead Costs (Indirect Rate)

Allocated Administrative/Overhead costs shall not be reimbursable and shall not be claimed unless such costs are identified and budgeted in ATTACHMENT B-1 of this Agreement.

7. Administrative/Overhead Documentation

Annually, COUNTY may require the CONTRACTOR to submit written documentation to support the calculation of the set percentage and basis used to allocate administrative/overhead costs for the fiscal year in question, as well as, identifying all administrative/overhead costs by line item and by staff position for salaries.

8. Board of Directors List

To the first monthly invoice submitted under this Agreement, the CONTRACTOR shall attach a list of the CONTRACTOR's Board of Directors including addresses, phone numbers and titles of officers who are members of the Board. **IMPORTANT: No invoice shall be considered valid until a copy of this list is received by the COUNTY.**

F. OTHER FINANCIAL REQUIREMENTS

1. CPA Prepared Financial Audit Report

CONTRACTOR shall provide a copy of the most recent CONTRACTOR financial report and related management letter (prepared by a Certified Public Accountant) to County along with the first monthly invoice under this Agreement and annually thereafter with the same calendar month invoice if this Agreement covers multiple years. The submission of the aforementioned audit report and management letter shall be a condition precedent for payment for each year covered by this Agreement.

2. Delivery of Service Commitment

CONTRACTOR is expected to deliver the level of services (by fiscal year) as specified in the attached ATTACHMENT B-1. CONTRACTOR understands and acknowledges that the failure to timely expend funds for any given fiscal year of this Agreement may jeopardize the ability to meet performance measures or legal requirements and may raise questions about the need for services and viability of providing funds for these services.

3. Fiscal Records

CONTRACTOR shall maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the CONTRACTOR's performance of the Agreement in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from support documentation to the accounting record to the financial reports and billings. CONTRACTOR shall keep such records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and as required by law and shall maintain such records for the greater of four (4) years following the termination of this Agreement or as otherwise stated by law and shall be subject to examination and audit by authorized State or COUNTY representatives at any time during CONTRACTOR's regular business hours upon reasonable notice.

4. Inspection of Records

CONTRACTOR shall make sure books, records, documents and other evidence is available to the COUNTY, or its Designated Representative, during the term of the Agreement or final audit, and for four (4) years after the termination of this Agreement or as otherwise required by law, whichever is later, and provide suitable facilities for access, monitoring, inspection, and copying thereof.

5. Access to Staff and Facilities

CONTRACTOR shall permit COUNTY, or its Designated Representative, to have access to CONTRACTOR's staff and facilities wherever CONTRACTOR has been or is performing this Agreement and shall provide proper facilities for access, monitoring and inspection.

**ATTACHMENT B-1
SCHEDULE OF FEES**

**Fighting Back Santa Maria Valley
Cannabis Education and Targeted Intervention
Fiscal Year 2023-2024**

Targeted Interventions	Rate / Max. Hrs.	Budget FY 23-24
<u>Service Hours</u>		
One hour of direct service rate	\$42.00	\$31,248
Maximum number of direct service hours	744	744
Total Targeted Interventions		\$31,248
Cannabis Education	Rate / Max. Hrs.	Budget FY 23-24
<u>Salaries and Benefits</u>		
3.0 FTE Program Specialist		\$147,680
0.10 FTE Programs Director		\$8,800
Total Salaries		\$156,480
Personnel Fringe (26%)	26%	\$40,685
Total Salaries & Benefits		\$197,165
<u>Operational Costs</u>		
Curriculum - Student Workbooks		\$2,975
Curriculum -Pre/Post Test Eval.		\$1,750
Supplies - Snack		\$4,500
Supplies - Incentives		\$4,500
Supplies - Transportation		\$500
Supplies - Office Expenses		\$1,200
Mileage		\$11,760
Total Operating Costs		\$27,185
Indirect rate	10%	\$22,435
Total Cannabis Education		\$246,785
Total Contract Amount Not-to-Exceed		\$278,033

EXHIBIT C

Indemnification and Insurance Requirements (For contracts involving the care/supervision of children, seniors or vulnerable persons)

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, its 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:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance 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. ***(Not required if CONTRACTOR provides written verification that it has no employees)***

4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or 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 both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, 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.