

## 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 Community Solutions Incorporated with an address at 175 Addison Rd. Windsor CT 06095 (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

Emir Saafir, Adult Services Probation Manager, at phone number (805) 803-8501 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Fernando Muniz at phone number (860) 683-7100 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 Department  
117 E. Carrillo St.  
Santa Barbara, CA 93101-2061  
Attention: Emir Saafir, Adult Services Probation Manager

To CONTRACTOR: Community Solutions Incorporated  
175 Addison Rd.  
Windsor, CT 06095  
Attention: Fernando Muniz

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 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.



Agreement for Services of Independent Contractor between the **County of Santa Barbara and Community Solutions Incorporated.**

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: Sheila Labuena  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: Das Williams  
Das Williams, Chair  
Board of Supervisors  
Date: 6-6-23.

**RECOMMENDED FOR APPROVAL:  
PROBATION DEPARTMENT**

DocuSigned by:  
By: Holly L. Benton  
E9E91686A3614F4...  
Holly L. Benton, Chief  
Department Head

**CONTRACTOR:**

**COMMUNITY SOLUTIONS  
INCORPORATED**

DocuSigned by:  
By: Fernando J Muniz  
DD2BEF1BFCCB43D...  
Authorized Representative  
Name: Fernando J Muniz  
Title: CEO

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

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

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

DocuSigned by:  
By: Robert W Geis IV  
D25019E2AF094BE...  
Deputy

**APPROVED AS TO FORM:**

Gregory Milligan, ARM

DocuSigned by:  
By: Gregory Milligan  
DC240AC1E64247D...  
Risk Management

## EXHIBIT A

### STATEMENT OF WORK

- I. **CONTRACTOR shall provide Reasoning & Rehabilitation (“R & R II”), a cognitive behavioral treatment program, and related recovery and re-entry services to clients under Post Release Community Supervision (“PRCS”), Post Sentence Supervision (“PSS”) at the Probation Report and Resource Centers (“PRRC”)s in Santa Barbara and Santa Maria, funded through AB109 Realignment to include:**

A. Service Component:

1. CONTRACTOR shall provide group R & R II sessions to clients under PRCS, PSS, and/or clients previously under jail supervision at the PRRCs in Santa Barbara and Santa Maria referred by COUNTY. R & R II is a cognitive behavioral treatment program focused on addressing criminogenic risk factors, defined as characteristics, traits, problems, or issues of an individual that directly relate to the individual's likelihood to re-offend and commit another crime, and providing skills to enable offenders to react more appropriately to situations that trigger their criminal behavior. R & R II teaches clients the following cognitive and behavioral skills:
  - a. Social Skills,
  - b. Lateral Thinking,
  - c. Critical Thinking,
  - d. Values Education,
  - e. Assertiveness Training,
  - f. Negotiation Skills,
  - g. Interpersonal Training, and
  - h. Social Perspective.

B. Description of Component:

1. CONTRACTOR shall provide, at each service location, R & R II in a 14-lesson course, lessons are twice weekly for 1.5 - 2 hours per group. A group consists of no more than (15) clients. Courses will begin every 3 ½ weeks to minimize wait time for a group to start. If a course reaches capacity the CONTRACTOR will work in collaboration with COUNTY to start another course as soon as possible. If all lessons are attended, the course can be completed in seven (7) weeks. In keeping with the evidence-based model's fidelity, these shall be closed courses (once the group has begun the course, no additional participants shall be added to the particular group). CONTRACTOR shall also hold make-up sessions and conduct individual sessions. CONTRACTOR staff shall meet with individual clients every other week for “check-ins.” “Check-ins” allow for a brief meeting to get/give feedback on a client's performance and level of understanding.
2. In order to attain optimal group participation, program outcomes, and model fidelity, COUNTY will endeavor to refer an average of eight (8) clients a month. Should referrals be

less than an average of eight (8) per month for two (2) consecutive months, CONTRACTOR and COUNTY will convene a meeting to discuss strategies to increase referrals.

3. Course lesson times will be determined by COUNTY, in collaboration with CONTRACTOR to address client needs, and will be staffed by an R & R II certified staff person employed by CONTRACTOR.
4. CONTRACTOR will accept all referrals and upon receipt of referral will enroll the client within two (2) business days. Due to the nature of this evidenced-based program (closed group), the CONTRACTOR will have regular and consistent contact with the client in an effort to maintain engagement, through providing basic case management services as described in II(A) that meet the unique needs of each client.
5. CONTRACTOR shall provide services in Spanish as needed.
6. CONTRACTOR shall be trained in and utilize Motivational Interviewing (MI) techniques.
7. CONTRACTOR shall notify COUNTY of any staffing changes.
8. CONTRACTOR shall cooperate in making available necessary witnesses for court hearings and trials, including staff that have provided treatment to a client referred by COUNTY.

C. Discharge Planning:

1. CONTRACTOR will provide COUNTY with a discharge plan within two (2) weeks prior to a client successfully completing the course unless otherwise previously agreed to by COUNTY. A discharge plan includes the reason the client is being discharged from the course, lessons completed, areas for improvement, and any linkage to services. There are (2) two lessons per week, for a total of seven (7) weeks and fourteen (14) lessons. Successful completion of the course is defined as clients that have no more than 3 missed lessons from the total of fourteen (14) lessons, and make-up the missed lessons before the end of the seven (7) weeks course.
2. CONTRACTOR will provide COUNTY, with a written summary that includes a reason for clients discharge prior to successful completion of the course, unless otherwise previously agreed to by COUNTY.

D. Location of Service:

1. Santa Barbara PRRC, 4500 Hollister Avenue, Santa Barbara CA 93110
2. Santa Maria PRRC, 124 W. Carmen Lane, Santa Maria, CA 93458

E. Hours of Operation:

1. Monday through Thursday during the hours of 8:30 a.m. to 5:30 p.m. and Friday 8:30 a.m. to 5:00 p.m.

2. Course lessons held via a virtual platform may be held outside of the business hours of the PRRC upon agreement by the CONTRACTOR and COUNTY.

F. Treatment Position(s) Title:

1. Re-entry Specialist

G. Qualifications of Position:

1. CONTRACTOR shall ensure that all staff providing services are fully trained and certified in the specific curriculum being utilized. CONTRACTOR will also ensure that all staff receive appropriate supervision to include fidelity with curriculum being delivered.
2. Bachelor's Degree plus one (1) year experience in a social services field deemed applicable by CONTRACTOR. Experience in teaching, training, and/or group facilitation is preferable. Education may be substituted with experience on a year-by-year basis, in consultation with COUNTY.

H. Performance Measures:

1. Eighty-five (85%) of individual intake appointments with clients by CONTRACTOR will occur within two (2) business days after receiving referral from County.
2. Ninety percent (90%) of clients that are discharged after successfully completing the course will receive a written discharge plan from CONTRACTOR within two (2) weeks prior to discharge.
3. Ninety-five percent (95%) of clients will complete the Texas Christian University Criminal Thinking Scales (TCU CTS) pretest at or before first day of attendance (33 Likert questions). TCU CTS is not required if administered concurrently by another provider at PRRC and information is provided to CONTRACTOR.
4. Eighty percent (80%) of clients will complete a post TCU Criminal Thinking Scales (TCU CTS) within one (1) week of final lesson prior to discharge and successful completion of course.
5. Ninety percent (90%) of that are discharged after successfully completing the program will show improvement on four (4) of the six (6) domains of the TCU Criminal Thinking Scales (TCU CTS) between pre and post-test.
6. CONTRACTOR will capture data on all clients that complete an intake, at time of exit/discharge to include; exit date, exit reason, number of absences and the number of sessions completed out of total sessions.

**II. CONTRACTOR shall provide case management and related recovery and re-entry services to clients under Post Release Community Supervision (“PRCS”), Post Sentence Supervision (“PSS”) at the Probation Report and Resource Centers (“PRRCs”) in Santa Barbara and Santa Maria, funded through AB109 Realignment:**

**A. Service Component:**

1. CONTRACTOR shall provide case management to mentor clients as they gain the necessary skills, confidence, and direction to overcome life’s obstacles. Case management will be provided to clients under PRCS, PSS, at the PRRCs in Santa Barbara and Santa Maria referred by COUNTY. Case management may include the use of Courage to Change (C2C) *Interactive Journaling*® with the clients as a resource tool in group and/or one-on-one sessions. The C2C journaling system is a cognitive-behavioral, Motivational Interviewing (MI)-infused curriculum that includes nine journal/modules: Getting Started, Social Values, Responsible Thinking, Self-Control, Peer Relationships, Family Ties, Substance Use, Seeking Employment, and Recreation and Leisure. This system allows participants to address and target criminogenic needs in a manner that is both flexible and customizable, based upon individual risk, responsivity, and programmatic needs and provides skills to enable clients to react more appropriately to situations that trigger their criminal behavior. Criminogenic risk factors are defined as characteristics, traits, problems, or issues of an individual that directly relate to the individual's likelihood to re-offend (commit another crime). C2C subjectively targets the following criminogenic risks/needs:

- a. Orientation: Understanding Criminogenic Responsivity
- b. Social Values
- c. Responsible Thinking
- d. Self-Control
- e. Peer Relationships
- f. Family Ties
- g. Substance Abuse
- h. Seeking Employment
- i. Leisure/Recreation

\*Supplemental journals are available to meet various client needs, including but not limited to, Anger Management, Trauma (male), Trauma (female), Mental Health, etc.

**B. Description of Component:**

1. CONTRACTOR shall provide, at each service location, C2C using structured case management strategies. A caseload consists of no more than twenty-five (25) clients per Re-Entry Specialist. In keeping with the Risk/Needs/Responsivity model, CONTRACTOR will develop Individualized Service Plans (“ISP”) for clients, which will be based on the criminogenic assessment, and/or client referral provided by COUNTY. ISP’s will develop and monitor a client’s programmatic navigation and progress at the PRRCs. CONTRACTOR will utilize the following C2C case management strategies:
  - a. Provide face-to-face services

- b. Provide structured journaling curriculum
  - c. Develop ISP's
  - d. Develop and monitor client's progress of ISP's through all phases of their PRRC program
  - e. Make appropriate referrals to outside agencies as necessary
  - f. Maintain progress notes in client files; and
  - g. Keep the COUNTY apprised of participant's progress and work in conjunction with COUNTY to develop discharge and aftercare plans.
2. CONTRACTOR will accept all referrals and upon receipt of referral will enroll the client within two (2) business days.
  3. CONTRACTOR shall provide services in Spanish as needed.
  4. CONTRACTOR shall be trained in and utilize Motivational Interviewing techniques.
  5. CONTRACTOR shall notify COUNTY of any staffing changes.
  6. CONTRACTOR shall cooperate in making available necessary witnesses for court hearings and trials, including staff that have provided treatment to a client referred by COUNTY.

C. Location of Service:

1. Santa Barbara PRRC, 4500 Hollister Avenue, Santa Barbara CA 93110
2. Santa Maria PRRC, 124 W. Carmen Lane, Santa Maria, CA 93458.

D. Hours of Operation:

1. Monday through Thursday between 8:30 a.m. to 5:30 p.m. and Friday between 8:30 a.m. to 5:00 p.m.
2. Case management and related recovery and re-entry services provided via a virtual platform may be provided outside of the business hours of the PRRC upon agreement by the CONTRACTOR and COUNTY.

E. Position(s) Title:

1. Re-Entry Specialist

F. Qualifications of Position:

1. CONTRACTOR shall ensure that all staff providing services are fully trained and certified in the specific curriculum being utilized. CONTRACTOR will also ensure that all staff receive appropriate supervision to include fidelity with curriculum being delivered.
2. Bachelor's Degree plus one (1) year experience in a social services field deemed applicable by CONTRACTOR. Experience in teaching, training, and/or group facilitation is preferable.

Education may be substituted with experience on a year-by-year basis, in consultation with COUNTY.

G. Performance Measures:

1. CONTRACTOR staff providing services shall maintain a 3.0 or higher total score in four (4) Courage to Change (C2C) quality assurance categories: Facilitation, Delivery Style, Responsivity, Group Work.
2. CONTRACTOR staff providing services shall maintain a 5.0 or higher rating in all categories of the empirically validated Working Alliance Inventory-Short Revised (WAI-SR) client satisfaction survey.

**III. CONTRACTOR shall provide Reasoning & Rehabilitation (“R & R II”), a cognitive behavioral treatment program and related recovery and re-entry services for clients supervised on felony probation at the Probation Report and Resource Centers (“PRRCs”) in Santa Barbara and Santa Maria, funded through SB678:**

A. Service Component:

1. CONTRACTOR shall provide group R & R II sessions to clients supervised on felony probation at the PRRCs in Santa Barbara and Santa Maria referred by COUNTY. R & R II is a cognitive behavioral treatment program focused on addressing criminogenic risk factors, defined as characteristics, traits, problems, or issues of an individual that directly relate to the individual's likelihood to re-offend and commit another crime, and providing skills to enable offenders to react more appropriately to situations that trigger their criminal behavior. R & R II teaches clients the following cognitive and behavioral skills:
  - a. social skills;
  - b. lateral thinking;
  - c. critical thinking;
  - d. values education;
  - e. assertiveness training;
  - f. negotiation skills;
  - g. interpersonal training; and
  - h. social perspective.

B. Description of Component:

1. CONTRACTOR shall provide, at each service location, R & R II in a fourteen (14) lesson course, lessons are twice weekly for 1.5 - 2 hours per group. A group consists of no more than fifteen (15) clients. Courses will begin every 3 ½ weeks to minimize wait time for a group to start. If a course reaches capacity the CONTRACTOR will work in collaboration with probation staff to start another course as soon as possible. CONTRACTOR shall also hold make-up sessions and conduct individual sessions. CONTRACTOR staff shall meet with individual clients every other week for “check-ins.” “Check-ins” allow for a brief meeting to get/give feedback on a client’s performance and level of understanding.

2. Course lesson times will be determined by COUNTY in collaboration with CONTRACTOR and will be staffed by an R & R II certified staff person employed by CONTRACTOR.
3. CONTRACTOR will accept all referrals and upon receipt of referral will enroll the client within two (2) business days.
4. CONTRACTOR shall provide services in Spanish as needed.
5. CONTRACTOR shall be trained in and utilize Motivational Interviewing techniques.
6. CONTRACTOR shall notify COUNTY of any staffing changes.
7. CONTRACTOR shall cooperate in making available necessary witnesses for court hearings and trials, including staff that have provided treatment to a client referred by COUNTY.

C. Discharge Planning:

1. CONTRACTOR will provide COUNTY with a discharge plan within two (2) weeks prior to a client successfully completing the course , unless otherwise previously agreed to by COUNTY. A discharge plan includes the reason the client is being discharged from the course, lessons completed, areas for improvement, and any linkage to services. There are two lessons per week, for a total of seven (7) weeks and fourteen (14) lessons. Successful completion of the course is defined as clients that have no more than three (3) missed lessons of the total of fourteen (14) lessons and make-up the missed lessons before the end of the seven (7) weeks course.
2. CONTRACTOR will provide COUNTY, with a written summary that includes a reason for clients discharge prior to successful completion of the course, unless otherwise previously agreed to by COUNTY.

D. Location of Service:

1. Santa Barbara PRRC, 4500 Hollister Avenue, Santa Barbara CA 93110
2. Santa Maria PRRC, 124 W. Carmen Lane, Santa Maria, CA 93458

E. Hours of Operation:

1. Monday through Thursday between 8:30 a.m. to 5:30 p.m. and Friday between 8:30 a.m. to 5:00 p.m.
2. Course lessons held via a virtual platform may be held outside of the business hours of the PRRC upon agreement by the CONTRACTOR and COUNTY.

F. Treatment Position(s) Title:

1. Re-Entry Specialist



G. Qualifications of Position:

1. CONTRACTOR shall ensure that all staff providing services are fully trained and certified in the specific curriculum being utilized. CONTRACTOR will also ensure that all staff receive appropriate supervision to include fidelity with curriculum being delivered.
2. Bachelor's Degree plus one (1) year experience in a social services field deemed applicable by CONTRACTOR. Experience in teaching, training, and/or group facilitation is preferable. Education may be substituted with experience on a year-by-year basis, in consultation with COUNTY.

H. Performance Measures:

1. Eighty-five (85%) of individual intake appointments with clients by CONTRACTOR will occur within two (2) business days after receiving referral from COUNTY.
2. Ninety percent (90%) of clients that are discharged after successful completion of the course will receive a written discharge plan from CONTRACTOR two (2) weeks before discharge.
3. Ninety-five percent (95%) of clients will complete the TCU Criminal Thinking Scales (TCU CTS) pretest at or before first day of attendance (33 Likert questions). TCU CTS is not required if administered concurrently by another provider at PRRC and the information is provided to CONTRACTOR.
4. Eighty percent (80%) of clients will complete a post TCU Criminal Thinking Scales (TCU CTS) within one (1) week of final lesson prior to discharge and successful completion of program.
5. Ninety percent (90%) of clients discharged after successful completion of program will show improvement on four (4) of the six (6) domains of the TCU Criminal Thinking Scales (TCU CTS) between pre and post-test.
6. CONTRACTOR will capture data on all clients that complete an intake, at time of exit/discharge to include exit date, exit reason, number of absences, and the number of sessions completed out of total sessions.

**IV. CONTRACTOR shall provide case management and related recovery and re-entry services for clients supervised on felony probation at the Probation Report and Resource Centers ("PRRCs") in Santa Barbara and Santa Maria, funded through SB678:**

A. Service Component:

1. CONTRACTOR shall provide case management to mentor clients as they gain the necessary skills, confidence, and direction to overcome life's obstacles. Case management will be provided to clients supervised on felony probation at the PRRCs in Santa Barbara and Santa Maria referred by COUNTY. Case management may include the use of Courage to Change (C2C) *Interactive Journaling*® with the clients as a resource tool in group and/or one-on-one

sessions. The C2C journaling system is a cognitive-behavioral, Motivational Interviewing (MI) infused curriculum that includes nine journal/modules: Getting Started, Social Values, Responsible Thinking, Self-Control, Peer Relationships, Family Ties, Substance Use, Seeking Employment, and Recreation and Leisure. This system allows participants to address and target criminogenic needs in a manner that is both flexible and customizable, based upon individual risk, responsivity, and programmatic needs and provides skills to enable offenders to react more appropriately to situations that trigger their criminal behavior. Criminogenic risk factors are defined as characteristics, traits, problems, or issues of an individual that directly relate to the individual's likelihood to re-offend (commit another crime). C2C subjectively targets the following criminogenic risks/needs:

- a. Orientation: Understanding Criminogenic Responsivity
- b. Social Values
- c. Responsible Thinking
- d. Self-Control
- e. Peer Relationships
- f. Family Ties
- g. Substance Abuse
- h. Seeking Employment
- i. Leisure/Recreation

\*Supplemental journals are available to meet various client needs, including but not limited to, Anger Management, Trauma (male), Trauma (female), Mental Health, etc.

#### B. Description of Component:

1. CONTRACTOR shall provide, at each service location, C2C using structured case management strategies. A case-load consists of no more than twenty-five (25) clients per Re-Entry Specialist. In keeping with the Risk/Needs/Responsivity model, CONTRACTOR will develop Individualized Service Plans (ISP) for clients, which will be based on the criminogenic assessment, and/or client referral provided by the COUNTY. ISP's will develop and monitor a client's programmatic navigation and progress at the PRRC's. CONTRACTOR will utilize the following C2C case management strategies:
  - a. Provide face-to-face services
  - b. Provide structured journaling curriculum
  - c. Develop ISP's
  - d. Develop and monitor client's progress of ISP's through all phases of their PRRC program
  - e. Make appropriate referrals to outside agencies as necessary
  - f. Maintain progress notes in client files; and
  - g. Keep the COUNTY apprised of participant's progress and work in conjunction with COUNTY to develop discharge and aftercare plans.
2. CONTRACTOR will accept all referrals and upon receipt of referral will enroll the client within two (2) business days.

3. CONTRACTOR shall provide services in Spanish as needed.
4. CONTRACTOR shall be trained in and utilize Motivational Interviewing techniques.
5. CONTRACTOR shall notify COUNTY of any staffing changes.
6. CONTRACTOR shall cooperate in making available necessary witnesses for court hearings and trials, including staff that have provided treatment to a client referred by COUNTY.

C. Location of Service:

1. Santa Barbara PRRC, 4500 Hollister Avenue, Santa Barbara CA 93110
2. Santa Maria PRRC, 124 W. Carmen Lane, Santa Maria, CA 93458

D. Hours of Operation:

1. Monday through Thursday between 8:30 a.m. to 5:30 p.m. and Friday between 8:30 a.m. to 5:00 p.m.
2. Case management and related recovery and re-entry services provided via a virtual platform may be provided outside of the business hours of the PRRC upon agreement by the CONTRACTOR and COUNTY.

E. Position(s) Title:

1. Re-Entry Specialist

F. Qualifications of Position:

1. CONTRACTOR shall ensure that all staff providing services are fully trained and certified in the specific curriculum being utilized. CONTRACTOR will also ensure that all staff receive appropriate supervision to include fidelity with curriculum being delivered.
2. Bachelor's Degree plus one (1) year experience in a social services field deemed applicable by CONTRACTOR. Experience in teaching, training, and/or group facilitation is preferable. Education may be substituted with experience on a year-by-year basis, in consultation with COUNTY.

G. Performance Measures:

1. Maintain 3.0 or higher total score in four (4) Courage to Change (C2C) quality assurance categories: Facilitation, Delivery Style, Responsivity, Group Work
2. Maintain a 5.0 or higher rating in all categories of the empirically validated WAI-SR client satisfaction survey.

**V. CONTRACTOR shall provide Batterer's Intervention Programming ("BIP") intervention for re-aligned domestic violence clients and indigent clients as referred by COUNTY, at the Probation Report and Resource Centers ("PRRC's") in Santa Barbara and Santa Maria.**

**A. Service Component:**

1. CONTRACTOR shall provide BIP sessions at the PRRCs located in Santa Maria and Santa Barbara to the re-aligned domestic violence clients, and other indigent probation clients that COUNTY deems appropriate. BIP facilitation at the Santa Maria and Santa Barbara PRRCs will reflect the COUNTY'S position and initiatives of AB 372. BIP is a targeted intervention with the goal of rehabilitating the client and strengthening the family unit. The sessions are targeted to increase responsibility for the domestic violent act by the client, gain awareness on how the client's behavior impacts the entire family, and increase empathy for the victim(s) of the violence.
2. CONTRACTOR agrees to provide Batterers Intervention Programming (BIP) consistent with PC §1203.097, PC §1203.098, PC §1203.099, best practices and Santa Barbara County BIP Guidelines.
3. CONTRACTOR must maintain annual BIP certification through the COUNTY, including the completion of all continuing education requirements (16 hours per year) for each approved facilitator.
4. CONTRACTOR must submit enrollment reports to the COUNTY on all realigned domestic violence clients and other indigent clients, which include; enrollment reports within 30 days of enrollment, quarterly progress reports a minimum of every 90 days post submission of the clients enrollment report, and termination reports upon the client either successfully completing the required number of twenty-six (26) sessions or being terminated unsuccessfully and the reason why they were terminated unsuccessfully.

**B. Description Component:**

1. CONTRACTOR shall provide BIP sessions using the STOP curriculum which includes twenty-six (26) sessions, provided in a group setting of no more than fifteen (15) participants, with 2-4 sessions occurring weekly. BIP group sessions must be one hundred and twenty (120) minutes in length. Shorter or longer sessions require prior approval by COUNTY. Additional individual sessions, up to three (3) may be provided, which may include an intake appointment, treatment progress check-ins, and completion/discharge summary meeting. CONTRACTOR will start a new set of BIP group sessions when requested by the COUNTY.
2. Group will be facilitated by certified BIP facilitators employed by CONTRACTOR.
3. CONTRACTOR will accept all referrals by COUNTY and upon receipt of a referral will enroll the client within three (3) business days.
4. CONTRACTOR shall provide services in Spanish as needed.

5. CONTRACTOR shall be trained in and utilize Motivational Interviewing techniques.
6. CONTRACTOR shall notify COUNTY of any staffing changes
7. CONTRACTOR shall cooperate in making available necessary staff to attend Domestic Violence Reviews (“DVR”), court hearings and trials, including staff that has provided treatment to a client referred by the COUNTY.

C. Service Location:

1. Santa Maria PRRC, 124 W. Carmen Lane Santa Maria, CA 93458
2. Santa Barbara PRRC, 4500 Hollister Avenue, Santa Barbara, CA 93110

D. Hours of Operation:

1. Monday through Thursday between 8:30 a.m. to 5:30 p.m. and Friday between 8:30 a.m. to 5:00 p.m.
2. Sessions held via a virtual platform may be held outside of the business hours of the PRRC upon agreement by the CONTRACTOR and COUNTY.

E. Treatment Position Title:

1. Re-Entry Specialist

F. Qualifications of the position :

1. CONTRACTOR shall ensure that all staff providing services are fully trained and certified in the specific curriculum being utilized. CONTRACTOR will also ensure that all staff receives appropriate supervision to include fidelity to the curriculum being delivered.
2. Bachelor’s Degree plus one (1) year experience in a social services field deemed applicable by CONTRACTOR. Experience in teaching, training, and/or group facilitation is preferable. Education may be substituted with experience on a year-by-year basis, in consultation with COUNTY.

G. Performance Measures

1. CONTRACTOR shall conduct an individual intake and discharge appointment with the client.
2. CONTRACTOR will complete weekly individual progress notes on each client.
3. CONTRACTOR will ensure that each client signs Consent to Release Information and Consent to Treatment/Follow-Up forms.

5. CONTRACTOR will be responsible for documenting group participation in participant files for all attendees and will also have a group sign-in log that will be provided to COUNTY with each monthly invoice.
6. CONTRACTOR will be responsible for submitting 100% percent of enrollment reports on all realigned domestic violence clients and other indigent clients which include 30 days of enrollment.
7. CONTRACTOR will submit 100% of quarterly progress reports on all standard probation clients a minimum of 90 days post submission of the clients enrollment date.
8. CONTRACTOR will submit 100% of termination reports on all standard probation clients upon the client completing the number of sessions successfully or being terminated without completing the required number of sessions.

**VI. OTHER REQUIREMENTS FOR SERVICE DELIVERY STAFF:**

**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 service, 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 shall warrant that all employees and volunteers under this contract have 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. CONTRACTOR shall provide to 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 thirty (30) days after the COUNTY's request.
2. CONTRACTOR will 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 desirable to ensure the workforce reflects the population served

#### D. Drugs and Alcohol

1. CONTRACTOR shall not allow the use or possession of drugs, including alcohol, in the workplace or facility.

#### E. Incident Reporting

1. CONTRACTOR shall report to COUNTY, within 24 hours (excluding holidays and weekends), any notable incidents occurring while clients are receiving services under this contract pursuant to the following outline:
  - a. Physical confrontation between staff and client, between clients, clients and non-staff, between staff and non-staff, and any threats of violence, including self-inflicted violence.
  - b. Any law violation.
  - c. Possession of any illegal drugs, paraphernalia, weapons or other contraband.
  - d. Failure or refusal to participate in program.
  - e. Participant discharge or disqualification from program and reasons for said discharge or disqualification.

#### 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 and 5328; 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.

#### G. Status Reports

1. CONTRACTOR shall complete the Services Summary Worksheet ATTACHMENT A-4) 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-4. CONTRACTOR shall submit the Services Summary Worksheet electronically in Excel format with monthly invoices. COUNTY shall provide an electronic version of the worksheet to CONTRACTOR at start of contract period.

#### H. Aggregate Outcomes

1. CONTRACTOR must be mindful and work toward the following aggregate outcomes of the PRRC/Re-entry Program which include: reducing or eliminating anti-social behavior and ideation, as well as reducing or eliminating criminal behavior.

#### I. Meetings

1. Participate in meetings held by COUNTY or COUNTY's designee as related to the PRRC/Re-entry program and (if applicable) cooperate in the data collection for CONTRACTOR's particular component and will provide data as requested by the COUNTY Program Evaluator.
2. CONTRACTOR shall attend Re-entry Steering Committee and Quality Assurance (RSC-QA) meetings held by the Santa Barbara County Probation Department. CONTRACTOR shall make efforts to attend at least four (4) RSC-QA meetings during the contract year. The RSC-QA is a standing committee of the Community Corrections Partnership and includes regular quality assurance updates provided by Probation Department staff relevant to the delivery of services contracted for in this Agreement.
3. CONTRACTOR shall participate in annually held resource fairs organized by local community-based organizations to share information with probation clients about available



services in the community. Participation shall include staffing an information booth to share information pertaining to CONTRACTOR's available services for this population.

4. CONTRACTOR shall participate in monthly wraparound meetings at the Probation Report & Resource Center to share information, address issues, and identify opportunities to improve service provision to clients.

#### J. Training

1. CONTRACTOR will insure all employees maintain a valid First Aid and CPR certification.
2. CONTRACTOR staff performing work under this agreement shall participate in at least one (1) training session 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 by the Probation department as available. CONTRACTOR shall provide documentation to COUNTY of staff's attendance at the EBP training session(s).
3. CONTRACTOR staff performing work under this agreement shall participate in at least one (1) training per year on Implicit Bias in addition to any training required for the intervention curriculum.
4. Trainings will be at no cost to the COUNTY.

#### K. Fidelity Measures

1. CONTRACTOR shall complete a self-administered assessment of at least one (1) R&R II and one (1) C2C course lesson within the first three (3) months of the contracted start date of services. COUNTY shall provide CONTRACTOR with the self-assessment template. The completed assessment shall be submitted to COUNTY by October 31, 2023.
2. CONTRACTOR shall coordinate with a peer organization providing the same or having experience providing-similar services, to complete an assessment of least one (1) R&R II and one (1) C2C course lesson within the first six (6) months of the contracted start of the program or intervention. COUNTY shall provide CONTRACTOR with the peer assessment template. The completed peer assessment shall be submitted to COUNTY by December 31, 2023.
3. CONTRACTOR shall coordinate with Probation staff to complete an on-site assessment of at least least one (1) R&R II and one (1) C2C course lesson within the first nine (9) months of the start of the program or intervention. COUNTY shall complete the on-site assessment and provide to CONTRACTOR by March 31, 2024.

L. Employee COVID-19 Vaccination and Testing Policy

1. 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 providing 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.

- M. 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-1

### CONTRACTOR STAFF (EMPLOYEES/VOLUNTEERS/SUB-CONTRACTORS) RECORD CHECKS

Contractor or Agency Name

Program

Contractor's Signature

Date

NAME(S) OF PERSON(S)	E – EMPLOYEE V = VOLUNTEER S = SUB-CONTRACTOR	LOCAL RECORD CHECK	CRIMINAL RECORD DECLARATION	LIVESCAN	
		Date Completed	Date Signed	Date Sent	Date Received

## 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

\_\_\_\_\_  
(Type of service)

\_\_\_\_\_ services on its behalf.

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.



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

DEPARTMENT OF JUSTICE  
PAGE 2 of 2

### 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 SUMMARY SERVICES WORKSHEET

Community Solutions Incorporated (CSI)  
 (Santa Barbara & Santa Maria PRRC)

**Instructions:** Log all clients, along with corresponding activities until exit including absences. All intakes will need take a Pre-TCU test prior to first day of program. All exits are to be reported. All successful exits will need to complete Post-TCU test.

	Funding Program	Client Name	PIN	Intake Date	Class Start Date	Pre-TCU test (Yes/No)	Exit Date	Post-TCU test (Yes/No)	# of absences (excused)	# of absences (unexcused)	Exit Status # (see table)	Exit Status Explanation
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
26												
27												
28												
29												
30												

Client Name	PIN	Intake Date	PRE - TCU Criminal Thinking Scales						Exit Date	POST - TCU Criminal Thinking Scales					
			Entitlement	Justification	Power Orientation	Cold Heartedness	Criminal Rationalization	Personal Irresponsibility		Entitlement	Justification	Power Orientation	Cold Heartedness	Criminal Rationalization	Personal Irresponsibility

## 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 **\$655,284**.
- 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 B-1** (Schedule of Fees). Invoices submitted for payment that are based upon **ATTACHMENT B-1** 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 B-1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within thirty (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 attached ATTACHMENT B-1. All costs claimed by CONTRACTOR for reimbursement by COUNTY shall be identified in the specific format required by COUNTY.

#### 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 thirtieth 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. Client Monthly Status Report Format

Client Monthly Status Reports shall be in a COUNTY pre-approved format and shall list client first and last names, PIN, date of referral, date of enrollment, number of individual/group sessions attended, cumulative monthly attendance, date of discharge, exit status, and comments. Client Monthly Status Report shall be provided to COUNTY with each monthly invoice. **IMPORTANT: Monthly invoices will not be considered valid until copies of all required Client Monthly Status Reports are received by the COUNTY.**

6. Copies of Payroll Ledgers, Timecards, and Group/Individual Sign-In Logs

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

7. Administrative/Overhead Costs (Indirect Costs)

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.

8. 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.

9. 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 of the Board of Directors 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 audit report and related management letter (prepared by a Certified Public Accountant) to the 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 on 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 the 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

Community Solutions, Inc.  
AB109, SB678 CBT, and BIP  
FY 2023-2024

FY 2023-2024				
	AB109	SB678 (CBT)	BIP	
	Budget	Budget	BIP Budget	Total Budget
<b>Wages &amp; Salary</b>				
Senior Project Dir. (Shared : AB109 13%, SB678 2.6%, BIP 2.6%)	13,920	2,868	2,868	19,656
Project Director (1.0 FTE)	61,440		-	61,440
BIP Facilitator (1.0 FTE)			48,558	48,558
Intervention Specialist (4.0 FTE)	194,387			194,387
Intervention Specialist (1.0 FTE)		48,336		48,336
Intervention Specialist - OT	7,308	1,728		9,036
Total Salaries	\$277,055	\$52,932	\$51,426	\$381,413
<i>Actual Benefits Costs (equivalent to 30%)</i>	\$83,127	\$15,884	\$15,433	\$114,443
Total Personnel Salaries & Benefits	<b>\$360,182</b>	<b>\$68,816</b>	<b>\$66,859</b>	<b>\$495,856</b>
<b>Operating Expenses</b>				
Employee Costs	3,900	2,575	2,657	9,132
Employee Mileage	6,680	600	9,540	16,820
Employee Training & Edu. Fees	9,203	3,973	2,173	15,349
Travel	2,900	250	-	3,150
Subcontracted Programming/Housing	3,383	2,633	3,030	9,047
Client Materials and Incentives	13,500	3,300	3,300	20,100
Equipment	7,500	2,800	300	10,600
Supplies and Other	9,620	3,064	2,975	15,658
Total Operating Exp.	\$56,686	\$19,195	\$23,975	\$99,856
Total Salary & Operating Exp.	\$416,868	\$88,011	\$90,834	\$595,713
Indirect Cost at 10%	\$41,687	\$8,801	\$9,083	\$59,571
<b>Total Contract Amount (Not-to-Exceed)</b>	<b>\$458,555</b>	<b>\$96,812</b>	<b>\$99,917</b>	<b>\$655,284</b>

## EXHIBIT C

### Indemnification and Insurance Requirements (For Professional Contracts)

#### INDEMNIFICATION

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

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

#### INSURANCE

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

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 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.