

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 Casa Pacifica Centers for Children and Families (Casa Pacifica) with an address at 1722 South Lewis Road, Camarillo, CA 93012 (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

Amy Krueger at phone number (805) 346-7248 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Steven E. Elson, Ph.D. at phone number (805) 366-4343 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:	Amy Krueger, Adult & Children Services Operations Division Chief Department of Social Services 2125 S. Centerpointe Parkway, Santa Maria, CA 93455, FAX: (805) 346-8366
To CONTRACTOR:	Steven E. Elson, Ph.D., Chief Executive Officer Casa Pacifica 1722 South Lewis Road, Camarillo, CA 93012, FAX: (805) 987-7237

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, 2016 and end performance upon completion, but no later than June 30, 2017 unless otherwise directed by COUNTY or unless earlier terminated. The COUNTY at the end of the contract term has an option to renegotiate two (2) additional one (1) year renewals, without re-bidding. A renewal determination will be contingent upon CONTRACTOR'S satisfactory achievement of agreed upon performance measures.

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.

A. **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.

- B. **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.

- C. **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. **STATE ENERGY CONSERVATION PLAN**

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

34. **PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**

A. CONTRACTOR, by signing this Agreement, hereby certifies to the best of his, her or its knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CONTRACTOR also agrees by signing this document that he, she or it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly

35. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

36. BUSINESS ASSOCIATE

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

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Casa Pacifica Centers for Children and Families.

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

DEPARTMENT OF SOCIAL
SERVICES

By: _____
Department Head

CONTRACTOR:

Casa Pacifica Centers for Children and
Families

By: _____
Authorized Representative

Name: Steven Elson, Ph.D.

Title: Chief Executive Officer

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT A

STATEMENT OF WORK

I. Program Highlights

Senate Bill 163, Chapter 795, Statutes of 1997, provided for the establishment of a statewide project to keep eligible children in or return them to permanent family settings. The SB 163 Wraparound Program is a family-centered, strength-based, needs-driven planning process for creating individualized services and supports for children and their families.

Santa Barbara County has elected to use a model that pairs a Parent Partner and a Family Facilitator as equal partners. These positions shall be employed through Casa Pacifica and the duties of the Parent Partners & Family Facilitators will include resource development, convening and engaging child & family teams including natural and system supports, scheduling and hosting SB 163 Wraparound Program planning meetings for individual children and families, facilitating the ongoing planning process and documenting, submitting and explaining plans of care to the SB 163 Wraparound Implementation Team (WIT). The duties are to be performed county-wide.

Santa Barbara County has 25 slots approved for the SB 163 Wraparound Program. Given program criteria, no minimum number of children or families can be guaranteed by the County for SB 163 Wraparound Program services.

II. Target Population

- The child must be a California Welfare and Institutions Code 300 dependent or 602 ward or Adoption Assistance Program (AAP) eligible; and
- A child who is currently, or would be placed in a group home licensed at a Rate Classification Level, (RCL) of 10 or higher; and
- A family member, legal guardian or potential substitute care provider has agreed to strength-based, family-centered, neighborhood-based planning and has the willingness and ability to utilize Wraparound Program services.

III. Core Positions for Program

Consistent with the Wraparound philosophy and approach, Casa Pacifica's Wraparound Services shall be provided as developed by the Child and Family Team (CFT). The CFT shall be made up of the youth and family, the referring Case Manager, a Casa Pacifica Family Facilitator, Parent Partner, Child and Family Specialist, and those who know the child and family best. The services will emanate from an individualized Plan of Care crafted by the CFT and directed at the specific needs of the child and family. Team members will be selected by the family.

Though each position on the team will represent a unique experience and skill set, team members will be interchangeable as the individual needs of the family dictate. The following are considered core positions for the SB 163 Wraparound Program. Staff in these positions will provide direct services, complete service documentation, and initiate billing. Each team member will participate in a 24-hour on-call system to ensure that the family's needs are met whenever the need occurs.

- *Program Manager (PM)*. The PM shall be responsible for oversight of the day-to-day operation of the program, monitoring contract compliance, supervision of Family Facilitators, Parent Partners, Child/Family Specialists, and all support staff. The PM shall ensure that trainings are provided and that the SB 163 Wraparound Program philosophy is maintained at all levels. The PM shall serve as liaison to public and private agencies and with the SB 163 Wraparound Program network, shall represent the SB 163 Wraparound Program in local organizations, committees, and professional groups. The PM shall oversee all outcome measures and prepare and submit required reports. The PM shall be a master's level professional, and preferably have two years of experience post licensure.
- *Family Facilitator (FF)*. The FF shall coordinate and assist in the implementation of individualized service plans through creative problem solving and collaboration, provide direct services to families in order to maximize the involvement of all persons, serve as a neutral mediator between all team members and family resources, and ensure that communication between agencies and natural resources is upheld. FF's, in close partnership with Parent Partners, shall convene Child and Family Team meetings for purposes of establishing and modifying the Family Care Plan. They shall assure strength-based assessments, and promote family decision making and consensus building. It is assumed that FF's shall average approximately eight or more hours per week billable to Medi-Cal EPSDT. FF's shall carry a caseload of between 8 families and are master's level professionals.
- *Parent Partner (PP)*. The PP shall assure that parents have voice, choice, and ownership. They work in equal partnership with all team members to promote family-centered practice strategies, provide support to parents particularly during the engagement phase and crises, work to promote parent/family-professional partnerships and family decision-making, participate in collaborative cross-system teaming, and promote use of natural community resources identified by the family. It is assumed that PP's shall average approximately 7 -8 hours per week billable to Medi-Cal EPSDT. Parent Partners shall be assigned to a caseload of 6 families each. Qualifications include personal experience with successfully navigating the mental health and residential systems.
- *Child & Family Specialists (CFS)*. The CFS shall participate in Child and Family Teams, provide direct services to children and families as identified in the Family Care Plan, especially when natural or existing resources are not available or until the resources become available (e.g., waitlist for service, service not yet identified, service cannot be funded through existing resources). The CFS shall promote child and family/professional partnerships and family decision making. CFS's are assigned a caseload of three to four families. CFS's shall deliver approximately 15 hours a week of billable Medi-Cal EPSDT services. Hiring qualifications shall typically include a bachelor's degree and at least 2 years experience in working with youth and families.

IV. Scope of Services

County Social Workers and Probation Officers refer to the Wraparound Implementation Team (WIT) youth whom they believe may benefit from the Wraparound program. WIT is comprised of Program Managers from the County Department of Social Services, Probation, and Behavioral Wellness along with a representative from the County Department of Education, a Parent Partner, and a representative of a Community Based Organization (CBO). The WIT team shall meet weekly to screen referrals, review and discuss enrollments and discharges, approve family Plans of Care including family budgets, and monitor progress toward family goals.

Phase One: Engagement and Team Preparation

Upon a family's acceptance into the Wraparound program, a FF and/or PP shall meet with the family to engage the Child and Family Team (CFT), explain the Wraparound process, encourage the participation of additional family members and other informal/neutral supports, and address any immediate safety issues (such as issues related to medical needs, severe psychiatric symptoms, behaviors of a child that may place others in jeopardy, or issues related to a child living in an unsafe environment). In addition to immediate relief of existing concerns, the FF shall identify potential crisis and shall work out a crisis plan with the family. The engagement phase shall be initiated within 72 hours of the referral (24 hours if the family is in immediate crisis) and shall focus on initial team development through face-to-face contact with the youth's family as well as either face-to-face or telephone contact with potential family team members. Formal Wraparound team meetings will not occur during this phase as the FF is gathering each member's perspectives through individual interviews in order to get a sense of family strengths and needs as well as concerns by all involved in the team.

Phase Two: Initial Plan Development

After the initial engagement, the FF and PP will convene and lead the family team in developing an individualized family Plan of Care. This will require the child and his/her family, Wraparound staff, social worker, probation officer, or mental health worker and other team members that the family has identified attend the CFT meeting. This phase will commence by the end of the third week after the referral is made and will require the family team to come together to:

- Review family strengths,
- Create a mission statement that describes what the family hopes to accomplish and will serve as a guide throughout the Wraparound process,
- Formalize a written crisis plan (including whom to call), and
- Develop an individualized family Plan of Care that is based on the family's needs in 12 separate domain areas.

At this point in the process, the FF will lead the CFT in brainstorming strategies to meet the specific needs of the family and identify action steps to implement these strategies. Each strategy will have a desired outcome identified, so that the CFT knows when the strategy has succeeded. Families will have a high level of decision making in planning, delivery and evaluation of services and supports.

Their signatures (and those of the other team members) will appear on all Plans of Care. The CFT will determine where and when to hold future meetings based on family's needs. Meetings will typically take place in family homes, but can also be held at school settings, local coffee shops/restaurants, parks, or any safe place a family requests.

Phase Three: Plan Implementation

During the implementation phase, the CFT will meet as often as needed (at minimum once per month) with the primary purpose of evaluating and modifying the Plan of Care and safety plan based on information about the follow-through and effectiveness of the interventions within the Plan of Care. During this ongoing planning process, CFT members with specific assignments shall carry out their assigned responsibilities within the agreed timeframes. These services will be highly individualized and consist of both formal (professional services) and informal (family, friends and community) supports. Ongoing CFT meetings will follow a standard agenda which shall begin with reviewing and discussing accomplishments achieved since the last meeting. The CFT shall assess whether or not the plan is working, identify any new changes to the plan based on family need, and shall assign CFT members responsibility for specific actions. The CFT shall determine intensity and frequency of direct services that shall occur between each family meeting. Between meetings, CFT members shall communicate as needed to assure completion of the tasks listed in the Plan of Care, including parent partner visits and parent access to ongoing parental support, ultimately resulting in the creation of a parent support network. Additionally, the FF shall follow-up with CFT members about their success/progress on assigned tasks. This follow-up shall help reduce the possibility of misunderstandings and results in better outcomes for the family. The CFS typically works directly with the child/youth during this phase to assist him/her in developing skills, focusing on strengths, building on those strengths, and finding appropriate ways to meet needs.

Phase Four: Transition

Transition planning shall begin at the assessment phase to support ongoing strategies to meet enduring needs. Family Plans of Care shall set benchmarks to move toward less restrictive, less intrusive and less formal services according to the ability of families to move through the process at their own pace. Near the end of services, a formal transition plan will be developed. During this phase, the CFT shall brainstorm follow-up options to support the family to succeed outside of the formal Wraparound structure, determine how to regularly check-in with the family, negotiate a schedule for transition, and determine a graduation date. Effective transition planning shall occur in a thoughtful fashion which will engage the entire family team in decision-making that supports rather than abandons the family. This helps the family move to maximum positive functioning and a self-sufficient life free of system interference. It does not simply remove the family from services. The formal transition phase shall range between two weeks and up to three months.

Closing a Case

Prior to closing a case, the CFT team shall discuss potential graduation/discharges with the WIT team. The discussion shall include a brief history complete with presenting problems and needs, interventions, the family's response, progress, successes, community resources that have been used, and informal supports that were developed to help support the family's progress. The

family's current needs and a transition/relapse prevention plan shall be discussed. All collaborative service providers shall participate in developing the post-discharge plan.

If a family leaves Wraparound for whatever reason, every effort will be made to connect the family with beneficial services. Examples of this include, helping a referring party locate appropriate residential care, community resources, foster families, lower level group homes, other family members who will provide respite or offer a home to a youth, psychiatric assistance, counseling, medical care, parenting skills, support groups, etc.

All families shall be followed for a minimum of 3 months following graduation. Families are also reminded that they can call for additional assistance at any time following their graduation or disenrollment from the program.

V. Duties and Responsibilities

CONTRACTOR shall:

1. Facilitate the program planning process (individualized, family-centered, strength-based, and needs driven care).
2. Provide intensive case management.
3. Coordinate with DSS agency staff, the courts, community members, families and the schools.
4. Provide Wraparound services to clients 24 hours per day, seven days a week.
5. Be flexible in provision of services in terms of location, time, planning, response, and funding.
6. Ensure community-based intervention (including delivery of highly coordinated and individualized, unconditional services addressing child and family needs) and achieving positive outcomes.
7. Secure services from a network of providers and complete appropriate service authorization and agreements.
8. Develop and facilitate all service activities in a manner consistent with Wraparound philosophy.
9. Adhere to a "no reject/no eject" policy.
10. Work in collaboration with major Wraparound stakeholders including, Department of Social Services, Probation, and Behavioral Wellness.
11. Coordinate, select, and convene Wraparound Teams.

12. Develop and coordinate formal as well as natural supports and services.
13. Develop a parent support network.
14. Employ and train adequate staff to achieve Wraparound objectives, reflective of the cultural and linguistic needs of Santa Barbara County.
15. Attend training to support ongoing skill development and the incorporation of promising practices into the Wraparound services delivery.
16. Provide outcome measures consistent with SB 163 requirements, and meet County performance measures.
17. Comply with the State Department of Health Care Services requirements to maintain Medi-Cal certification/eligibility and be able to provide the full range of services.
18. Ensure child/family teams, including all professional and non-professional participants have a voice in all aspects of the Wraparound process.
19. Coordinate with County agencies, staff, the courts, community members, families and schools.
20. Submit all fiscal reports required by County.
21. Blend and/or pool state, federal, and county funds at the programmatic level.
22. Aggregate all revenue to provide flexibility in service provision to maximize service to all children and families in the Wraparound program.

County shall:

1. Participate as a core member of the WIT/Community Team.
2. Assign a County Case Manager for each child placed by County in a SB 163 slot who shall:
 - a. Work collaboratively as part of the Individualized Wraparound Team.
 - b. Ensure that Wraparound Program planning is in support of with the court approved case plan.
 - c. Monitor child and family compliance with court orders.
3. Act as lead fiscal agent.
4. Act as administrator for all contractual functions related to non-Medi-Cal billing.

Roles of the other Departments:

A. Behavioral Wellness shall:

1. Participate as a core member of the WIT/Community Team.
2. Chair WIT Extended Group.
3. Act as administrator for all contractual functions related to Medi-Cal billing.
4. Monitor/process/authorize all Medi-Cal billing.

B. Probation Department shall:

1. Participate as a Core and Extended Member of the WIT/Community Team.
2. Assign a County Case Manager for each child placed by Probation in a SB 163 slot who shall:
 - a. Work collaboratively as part of the Individualized Wraparound Team.
 - b. Ensure that Wraparound Program planning is in support of the court approved case plan.
 - c. Monitor child and family compliance with court orders.

VI. Financial Reporting and Tracking Requirements:

1. Contractor shall establish procedures in which the Facilitation team in conjunction with the entire individual wraparound team develops a budget for the participant and participant's family based anticipated needs (see Exhibit A-1 SB 163 Wraparound Program Family Budget). An initial Family Budget must be completed and submitted to the WIT core group no later than either: 1) ten (10) days from the completion of the plan of care; or, 2) by the next fiscal WIT core group meeting. The Family Budget must cover six (6) months of services along with an estimated budget for the following six (6) months. A new budget that outlines costs by month will need to be developed every six months thereafter along with a conceptual budget for the following six months (12 months total). All new budgets must be approved prior to the effective date of the budget. Available funding from one budget does not roll forward to the new budget.

All Family Budgets and any requested revisions will require approval from the WIT. The WIT shall meet monthly to discuss all financial aspects of the SB 163 program including the approval or disapprovals of requested Family Budgets.

All budgets must be approved by the WIT before the contractor has the authorization to expend any funds to be reimbursed by SB 163 funds, except for emergency purchases defined as:

- A. *Unusual and unforeseen non-medical expenses that are less than \$5,000 that are critical to the success of the case plan, needed immediately, and not part of the currently approved Family Budget; or*
- B. *Costs, up to \$5,000, that need to be incurred after the initial budget is developed and submitted, but prior to the next WIT financial meeting.*

Prior to expending any funds under either of the two above exceptions, Contractor shall obtain authorization from the County designee. Contractor is responsible for submitting, within 48 hours, documentation outlining requested emergency purchases, name of participant, case #, if applicable, and proof of appropriate authorization. Contractor can submit this information either electronically or via fax.

2. Contractor shall be required to attend the monthly WIT financial meetings to justify, request and obtain approval for all 'Family Budgets' and any adjustments made to them. This includes final approval of all previously authorized emergency purchases.
3. Contractor shall be required to reimburse all providers of services rendered under this program timely.
4. Contractor shall be required to track all individual participant expenditures against the appropriate budget, by individual category and participant. Contractor shall be required to allocate all individual costs to their appropriate funding source in a format similar to Exhibit A-1.
5. Contractor shall be required to either submit or have available for review all original backup documentation that supports all costs being submitted to County for reimbursement.

A. Reporting Requirements

The Contractor shall maintain records, collect data, and provide reports mandated by Federal and State governments, and as may be requested by County. These reports will act as monitoring tools for County oversight of the selected Contractor's performance.

Data elements may include, but are not limited to, the following:

- A monthly project activity report that details statistics of participation of activities for each region as required by the Evaluation Charts including but not limited to the number of clients served and the total service hours billed.

- An accounting report that tracks project related expenditures. This provides for a transparent usage of funds.
- Caseload information, supervision and provider staff information, employee evaluation information, training information.

Contractor shall be subject to any monitoring activity necessary to assure compliance with regulations and contractual requirements, such as:

- Periodic fiscal reviews that cover all programmatic and compliance terms and conditions of the Agreement.

B. Performance Objectives

Process Evaluation:

The WIT/Community Team shall conduct client/partner satisfaction surveys focusing on client satisfaction, accountability and compliance with service program objectives. This feedback will be used in making any required adjustments or modification to the process and to ensure continuous quality improvement. All subcontractors shall also be required to report information consistent with the quality management indicators at regular intervals.

Outcome Evaluation:

Family functioning – Measurement tool consistent with Children’s System of Care standards and requirements.

Prevention of placements in more restrictive environments – The Client Living Environment Profile (CLEP) measures the current living environment of the youth. Data is gathered annually.

Improvement of emotional and behavioral adjustments – The Child and Adolescent Functioning Assessment Scale (CAFAS) rates the extent to which mental health issues influence functioning through measurement of role performance at home, school, in the community, behavior toward others, moods/emotions, self-harmful behaviors, substance abuse and thinking. This information is gathered annually.

Performance Measures:

Data elements may include, but are not limited to, the following:

- A quarterly project activity report that details statistics as required by the Evaluation Charts including but not limited to the number of clients served and the total service hours billed.

- An accounting report that tracks project related expenditures. This provides for a transparent usage of funds.
- Caseload information, supervision and provider staff information, employee evaluation information, training information.
- A quarterly Outcomes driven report to be developed conjointly with the collaborative.

Outcome/Indicator:

- **Safety:**
 - 90% of children receiving SB 163 Wraparound Program Services will not have any new, substantiated allegations of child abuse/neglect while receiving SB 163 Wraparound Program services.
 - 80% of children who have graduated from the SB 163 Wraparound Program will not have any new, substantiated allegations of child abuse/neglect within 6 months of graduation.
- **Permanency:**
 - 80% of children who have graduated from the SB 163 Program will maintain community placement (parent, guardian, relative) 3 months following graduation.
- **Well-being:**
 - 80% will have improved in emotional and behavioral adjustments by graduation date, or six months into the program, whichever comes first, as measured by CAFAS. (Cumulative score)
- **Service Delivery Goals:**
 - 90% of care plans and Family Budgets will be completed and approved within 90 days of first contact with child/family.
 - 75% of children not deemed neutral dis-enrollments will be maintained in the SB 163 Wraparound Program for a minimum of three (3) months.
 - 90% of children and families state overall satisfaction with SB 163 Wraparound Program services at the time of closure/graduation.

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SB 163 Wraparound Program Family Budget

Child's Name: _____ Assigned Care Coordinator/Agency: _____

Wrap Number: _____ Care Coordinator : _____

Date: _____ Social Worker: _____

Assignment Date: _____ Budget Dates: _____

*LA	Actions/Interventions	Comments (as Needed)	Total Family Budget	Budget SB 163 Funding	Budget Other Funding	Actual Costs for Budget Period	Actual Costs SB 163 Funded	Actual Costs Other Funded	Estimated Costs Month (0-00)
Anticipated Total Funding Required:									

*Life	1. Family Relationship	2. Living Environment	3. Educational	5. Social/Recreational	6. Financial
reas:	7. Emotional/Psychological	8. Cultural	9. Health/Medical	11. Safety	12. Legal

Supervisor Approval:

Initials: _____

Date: _____

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$693,904**.
- 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. Actual costs may fluctuate, and specific line items in EXHIBIT B1 may be adjusted up to 15% without written approval by the COUNTY DESIGNATED REPRESENTATIVE as long as the Total Budget amounts in Exhibit B1 are not exceeded. Invoices must be submitted in County required format and contain sufficient detail to enable an audit of the charges along with adequate documentation as approved by the Department of Social Service's Chief Financial Officer.
- C. On the 15th of the month following the provisions of services, 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 REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. In order to avoid the double billing of costs, the Contractor agrees to reduce total program expenditures by the cost billed to EPSDT Medi-Cal each month. Based on the annual cost report, COUNTY will prepare an annual reconciliation of Medi-Cal eligible costs and the SB 163 Funded Costs.
- E. Quarterly, Contractor must reconcile billed amounts to approved Family Budgets prior to payment of the final quarterly invoice.
- F. 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.
- G. The County will advance Contractor \$10,000.00 for the purpose of funding Family Budget expenditures. Contractor will be required to maintain these funds in a separate bank account, reconcile the account on a monthly basis, and provide a monthly bank statement. The Contractor will provide receipts for all expenditures. The County will reimburse Contractor for approved expenditures as part of the monthly invoice. Contractor will transfer appropriate funds each month to maintain the balance of the account at \$10,000.00. These advanced funds are to be repaid to the County upon termination of this Agreement.
- H. Contractor accepts fiscal responsibility for any future audit findings resulting from Contractor's billings under the Agreement. Contractor shall refund County for all costs related to this Agreement which are disallowed by the California Department of Health Care Services as a result of audit findings or insufficient funds available from the State. Contractor will not bill County for any disallowed costs originally billed to Medi-Cal/EPST in conjunction with this program.

EXHIBIT B-1

Term Beginning: 7/1/2016

Term Ending: 6/30/2017

Category Specific Line Item	#Staff	Budgeted FTE	Average Annual Pay Rate	Total Expenditures (A)	Medi-Cal Funded Expenditures (B)	SB 163 Funded	Other Funding Sources (C)
Direct Program Costs:							
Facilitation Team							
Position: Child and Family Specialist							
Salary	5.00	5.00	35,084	175,421	89,599	85,822	
Benefits				42,277	21,593	20,683	
Position: Clinical Supervisor							
Salary	2.00	2.00	70,600	141,201	72,120	69,080	
Benefits				34,029	17,381	16,648	
Position: Family Facilitator							
Salary	4.00	3.50	45,255	158,394	80,902	77,492	
Benefits				38,173	19,497	18,676	
Position: Parent Partner							
Salary	4.00	3.50	44,049	154,172	78,746	75,426	
Benefits				37,155	18,978	18,178	
Direct Supervision (if not allocated)							
Position: Director of Community Services							
Salary	1.00	0.13		13,572	6,932	6,640	
Benefits				3,271	1,671	1,600	
Position: Asst. Director of Community Services							
Salary	1.00	0.05		4,516	2,307	2,209	
Benefits				1,088	556	532	
Position: Program Manager							
Salary	1.00	1.00		78,372	40,030	38,342	
Benefits				18,888	9,647	9,241	
Direct Administrative Staff							
Position: Administrative Assistant							
Salary	2.00	1.40		45,423	23,201	22,223	
Benefits				10,947	5,591	5,356	
Position: Billing Clerk							
Salary	1.00	0.01		371	190	182	
Benefits				89	46	44	
Position: Human Resource Representative							
Salary	1.00	0.38		13,579	6,936	6,644	
Benefits				3,273	1,672	1,601	
Total Salaries and Benefits	22.00	16.97		\$ 974,213	\$ 497,593	\$ 476,619	
Direct Travel Costs				34,518	17,631	16,887	
Other Direct Program Costs							
Direct Services and Supplies				41,311	21,100	20,211	
Direct Operating Expenditures (Rent, Utilities, Facilities, IT)				164,223	83,879	80,344	
Total Direct Costs	22.00	16.97		\$ 1,214,264	\$ 620,203	\$ 594,061	
Indirect and Administrative Costs:							
Allocated Supervision							
Position:							
Salary				-	-	-	
Benefits				-	-	-	
Administrative Staff							
Position:							
Salary				-	-	-	
Benefits				-	-	-	
Service and Supplies				-	-	-	
Operating Expenditure				-	-	-	
Other Costs							
Administration and Facility Allocation				183,640	93,797	89,843	
Total Administrative Costs				\$ 183,640	\$ 93,797	\$ 89,843	-
Direct Participant Expenditures							
"Family Budget Cost"				10,000		10,000	
Total Budget - FY16/17	22.00	16.97		\$ 1,407,904	\$ 714,000	\$ 693,904	-

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:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

B. Other Insurance Provisions

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

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

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

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

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

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

EXHIBIT D

HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

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

RECITALS

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

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

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

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

A. Definitions

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

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

B. Obligations of Business Associate

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

not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement, the BAA, or the HIPAA Regulations.

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

9. **Accounting Rights.** Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of Protected Information, Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Business Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in Sections 2.b. 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 2 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.