

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Santa Barbara County Immigrant Legal Defense Center, a California nonprofit public benefit corporation whose principle place of business is located at 1136 E. Montecito Street, Santa Barbara, CA 93103 ("CONTRACTOR" and, together with the COUNTY, collectively the "Parties" and each individual a "Party") with reference to the following:

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

Marjorie Klotthor, at phone number (805) 335-3395 and via email at to mklotthor@countyofsb.org, is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY ("County Contact"), subject to the provisions of Section 25, below. Julissa Peña at phone number (805) 886-9136 is the authorized representative for CONTRACTOR. Changes in a Party's designated representative shall be made only after advance written notice to the other Party regarding such change.

2. NOTICES

All notices and consents provided to a Party under this Agreement shall be delivered to such Party in writing, by personal delivery, or with postage prepaid by first class mail, registered or certified mail, overnight mail, or express courier service, as follows:

COUNTY

County of Santa Barbara
Housing and Community Development
Deputy Director
ATTN: Joe Dzvonik
123 E. Anapamu Street, 2nd Floor
Santa Barbara, CA 93101
Office: (805) 568-3520

GRANTEE

Julissa Peña
1136 E. Montecito Street
Santa Barbara, CA 93103
(805) 886-9136
julissa@sbimmigrantdefense.org

If sent by first class mail, notices and consents under this Section 2 shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Section 2 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 ("Services") to COUNTY in accordance with the Scope of Services attached hereto as EXHIBIT A and incorporated herein by reference.

4. TERM

The term of this Agreement ("Term") shall begin on 7/15/2025 ("Effective Date"), and shall expire on 6/30/2026, unless earlier terminated in accordance with the provisions of this Agreement.

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 receipt of invoice. The maximum aggregate amount payable to CONTRACTOR hereunder shall not exceed \$240,000 ("Maximum Contract Amount").

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees) shall perform all 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. Nothing contained in this Agreement is intended to create or establish, or shall be construed in any manner as creating or establishing, an employer or employee relationship between the parties hereto. 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 all licenses and permits necessary to perform the Services required under this Agreement. CONTRACTOR shall perform all Services in a professional manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged in California, and in accordance with all applicable federal, state, and local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, and guidelines (collectively, "Applicable Law"). All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first-class and workmanlike manner to the satisfaction of COUNTY. CONTRACTOR shall correct any and all errors and omissions upon COUNTY'S request without additional compensation. CONTRACTOR shall obtain and maintain, at CONTRACTOR's sole cost and expense, all permits and licenses required for the performance of the Services.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that none of it or any of its employees or principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or County government contracts. CONTRACTOR warrants 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 in connection with 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

- A. All of COUNTY's property, documents, information and data provided to or accessed by or on behalf of CONTRACTOR in connection with the services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement (collectively, the "COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return, delete or destroy COUNTY Property whenever requested by COUNTY and whenever required in accordance with the Termination section of this Agreement. If COUNTY requests deletion or destruction of COUNTY data or other COUNTY Property, CONTRACTOR shall certify in writing to COUNTY that such data or COUNTY Property has been deleted or destroyed. Within ten (10) days of a written request by COUNTY, CONTRACTOR and its agents or subcontractors shall allow COUNTY to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of COUNTY Property pursuant to this Agreement for the purpose of determining whether CONTRACTOR has complied with this Agreement.
- B. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the services hereunder. CONTRACTOR shall not disclose, disseminate, publish or transfer to any third party, any COUNTY Property without COUNTY's prior written consent. CONTRACTOR shall implement appropriate safeguards as are necessary to prevent the use or disclosure of COUNTY Property otherwise than as permitted by this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the COUNTY Property.

14. RECORDS, AUDIT, AND REVIEW

- A. 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.
- B. If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse the amount of the audit exceptions and 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.
- C. CONTRACTOR shall also comply with the record keeping requirements set forth in Exhibit A.
- D. All records, audit, and review provisions including those in Exhibit As shall survive expiration or termination of this Agreement

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to and shall comply with 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, subcontract, or otherwise transfer, directly or indirectly, by operation of law or otherwise, 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 of this Agreement by COUNTY.

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 non-appropriation 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 Non-appropriation 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 sufficient 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, and thereafter COUNTY shall have no obligation to make payments hereunder other than for Services performed in accordance with this Agreement to the extent performed prior to the date of such termination.
 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 by CONTRACTOR to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other COUNTY 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. If COUNTY requests deletion or destruction of COUNTY data or other COUNTY Property, CONTRACTOR shall certify in writing to COUNTY that such data or COUNTY Property has been deleted or destroyed. 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 by a court of competent jurisdiction, 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, including all Exhibits and attachments hereto, contains the entire understanding and agreement of the parties with respect to the subject matter hereof, 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, duly executed by the parties to this Agreement and by no other means. Each party waives its 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..

If this Agreement is approved by the County Board of Supervisors and executed by the Chair of the Board of Supervisors on behalf of COUNTY, all amendments to this Agreement must be approved and executed in the same manner, except that the Director of the County Community Services Department ("Director") is authorized to approve and execute amendments on behalf of COUNTY to make any one or more of the following changes:

- A. Changes to the Budget attached hereto in Section 1 of Exhibit Bs, provided that (i) such changes shall be limited to revisions to the amounts in each Budget line item or addition of new budget line items pertinent to the Scope of Services, (ii) such changes shall not increase the Maximum Contract Amount, and (iii) the Budget as amended shall only reflect expenditures that are eligible hereunder.
- B. Administrative changes to the Agreement that are necessary in order to conform with Applicable Law or available funding amounts.

26. SUCCESSORS AND ASSIGNS

This Agreement is binding on and insures to the benefit of the parties and their respective successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. 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 electronically and 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. **NO CONSTRUCTION AGAINST ANY DRAFTING PARTY**

This Agreement shall not be construed for or against any Party based on which Party drafted this Agreement, and each Party had the opportunity to review this Agreement with its respective legal counsel to such Party's satisfaction.

33. **SUBCONTRACTORS**

CONTRACTOR is authorized to subcontract with subcontractors identified in Exhibit As so long as each subcontractor is expressly identified therein. CONTRACTOR shall be fully responsible for all acts and omissions of its subcontractor(s). CONTRACTOR shall secure from its subcontractor(s) all rights for COUNTY in this Agreement, including but not limited to records retention and audit rights.

34. **PRECEDENCE**

In the event of conflict between the provisions contained in the numbered Sections 1 through 34 of this Agreement ("Numbered Sections") and the provisions contained in the Exhibits, the provisions of the Numbered Sections shall control and prevail over those in the Exhibits, other than Exhibits C and D, which shall control and prevail over all other provisions of this Agreement and the other Exhibits.

[This area intentionally left blank.]

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Santa Barbara County Immigrant Legal Defense Center**.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Laura Capps
Chair, Board of Supervisors

Date: _____

APPROVED AS TO ACCOUNTING FORM:
BETSY SCHAFER, CPA
AUDITOR-CONTROLLER

**COUNTY OF SANTA BARBARA,
COMMUNITY SERVICES DEPARTMENT:**
JESÚS ARMAS, DIRECTOR

Signed by:
By: Shawna Jorgensen
DF6DB6D7D6344E6...
Deputy Auditor-Controller
Shawna Jorgensen

DocuSigned by:
By: Jesús Armas
E33B804A6E03475...
Department Head

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

CONTRACTOR:
Santa Barbara County Immigrant Legal Defense
Center

Signed by:
By: Lauren Wideman
8F464D822C84458...
Deputy County Counsel
Lauren wideman

Signed by:
By: Victoria Greene
57B0897B6A2B4CD...
Authorized Representative
Name: Victoria Greene
Title: Board President

APPROVED AS TO FORM:
GREG MILLIGAN, ARM, AIC
RISK MANAGEMENT

Signed by:
By: Greg Milligan
05F555F00269466...
Risk Manager

EXHIBIT A
SCOPE OF SERVICES
FOR HUMAN SERVICES – THERAPEUTIC SERVICES

The CONTRACTOR shall provide the following (collectively referred to as “Services”):

1. **THERAPEUTIC SERVICES.** Provide therapeutic services through two clinical therapists.
 - A. “Therapeutic services” means providing professional culturally sensitive mental health support to help individuals cope with and heal from the emotional and psychological impacts of difficult experiences. For those affected by immigration enforcement, this means offering counseling, family therapy, crisis intervention, and coping strategies to address trauma, anxiety, depression, and the fear of separation or deportation. These services aim to restore a sense of safety and stability, strengthen resilience, and improve overall well-being so individuals and families can better navigate the challenges they face. This service will be provided by one or more Clinical Therapists whose salary and benefits are to be paid using funds under this Agreement.
 - B. “Clinical Therapist” means an individual who is:
 - i. a Licensed Psychologist licensed by the California Board of Psychology in accordance with California Business & Professions Code § 2900 et seq.; or
 - ii. licensed by the California Board of Behavioral Sciences in accordance with applicable State of California licensure requirements as a Licensed Clinical Social Worker, a Licensed Marriage and Family Therapist, or a Licensed Professional Clinical Counselor; or
 - iii. An associate clinical social worker registered with the California Board of Social Sciences, in compliance with CA Bus. & Prof. Code, § 4996.18, under the supervision of a “supervisor” as defined in CA Bus. & Prof. Code § 4996.20.
 - C. CONTRACTOR shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certifications as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to CONTRACTOR’s or its subcontractors facility(ies) and services under this Agreement. CONTRACTOR shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, supervision agreements, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to COUNTY, upon request.
 - D. In the event the license/certification status of any Contractor or is subcontractors cannot be confirmed, the individual shall be prohibited from providing Services under this Agreement.
 - E. CONTRACTOR or its subcontractors providing therapeutic services to clients shall be trained and skilled at and provided with the required supervision of service delivery in working with persons with serious mental illness and shall adhere to professionally recognized evidence-based best practices for rehabilitation assessment, service planning, and service delivery.
2. **TRAUMA-INFORMED COUNSELING.** Provide trauma-informed counseling.
3. **Trauma-informed counseling** means providing therapy with an understanding that a person’s past or ongoing trauma can deeply affect their emotions, thoughts, behaviors, and overall well-being. It involves recognizing the widespread impact of trauma, creating a safe and supportive environment, building trust, and empowering clients in their healing process.
4. **CLIENT POPULATION.** Therapeutic services and trauma-informed counseling will be provided to 35-40 clients who meet all of the following criteria:
 - A. Under the age of 21; and
 - B. Are at least one of the following:

- i. A qualified alien as defined in 8 U.S.C. § 1641;
- ii. A nonimmigrant under the Immigration and Nationality Act;
- iii. An alien who is paroled into the United States under section 212(d)(5) for less than one year; or
- iv. An undocumented minor or nonminor dependent in foster care under the jurisdiction of the juvenile court. (8 U.S.C. § 1621(a); (d))

5. **GOALS AND COMMUNITY IMPACT.** Clients will receive compassionate, trauma-informed care that allows them to process past and current trauma, build resilience, and feel supported in a safe therapeutic environment. The expected impact is that 100% of participating clients will learn tools to demonstrate measurable improvements in their behavioral health. As a result, they will be better equipped to lead stable, self-sufficient lives and actively participate in their communities.
6. **CONTRACTOR PERSONNEL.** CONTRACTOR's individual staff members may change from time to time; however, such changes must be reported to the County Contact.
7. **SUBCONTRACTORS.** Not applicable.
8. **CLIENT INSURANCE BILLING.** Neither CONTRACTOR nor any subcontractors providing Services under this Agreement will bill private health insurance, Medi-Cal, Medicaid, Medicare, or any other entity for client services that are paid for by this Agreement.
9. **DEFINITIONS PHI & PI.** As used in this Agreement and unless otherwise stated, the term Protected Health Information, "PHI", refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
10. **REPORTING.** Data collection as detailed in program goals must be completed demonstrating progress towards fulfilling Services. Disbursement of funds is contingent upon the receipt of the required reports. Reports shall limit disclosure of PHI and PI as required by law.
- A. Report are to be submitted quarterly on the 15th day of the month following the quarter's end: October 15 for Q1 (July – Sept); January 15 for Q2 (Oct – Dec); April 15 for Q3 (Jan – March); and July 15 for Q4 (April – June). An online reporting form will be provided via Neighborly Software and must be filled out completely. Reports must include the following:
 - i. Number of clients served in each goal category during the reporting period.
 - ii. Brief narrative report on activities and the program's impact on the community.
 - B. **Programmatic.** CONTRACTOR shall submit quarterly programmatic reports to County, which shall be received by COUNTY no later than 25 calendar days following the end of the quarter being reported. Programmatic reports shall include the following:
 - i. CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps will be taken to achieve satisfactory progress;
 - ii. CONTRACTOR shall include a narrative description of CONTRACTOR's progress in implementing the provisions of this Agreement, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and Certifications, changes in population served and reasons for any such changes;

- iii. The Measures described in Program Goals, Outcomes, and Measures, as applicable and as may be amended or modified; and
 - iv. CONTRACTOR may include any other data that demonstrate the effectiveness of CONTRACTOR's program.
- C. **Mandatory Training Report.** CONTRACTOR shall submit, no later than December 31, 2025, evidence of completion of the Mandatory Trainings identified in the Section regarding Training Requirements.
- D. **Additional Reports.** Upon County's request, Contractor shall make additional reports or provide other documentation as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.

11. RECORD KEEPING.

- A. COUNTY is not the owner or Custodian of Record for any medical record, behavioral health record, therapy notes, prescriptions, protected health information, or personal information generated, developed, drafter, or otherwise created or resulting in any way from this Agreement.
- B. For avoidance of doubt, CONTRACTOR or its subcontractors shall be the legal owner and Custodian of Records for all client files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including, as applicable, the California Confidentiality of Medical Information Act (CMIA) (Cal. Civ. Code §§ 56 et seq.); Welfare and Institutions Code (WIC) section 5328; 42 United States Code (USC) section 290dd-2; and 45 Code of Federal Regulations (CFR), Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). CONTRACTOR and its subcontractors shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. CONTRACTOR further agrees to provide COUNTY with copies of all client file documents resulting from this Agreement without requiring any further written release of information. As may be allowed under HIPAA guidelines, COUNTY shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.
- C. At no additional cost to COUNTY, CONTRACTOR or its subcontractors shall respond to all requests for medical records including but not limited client requests, subpoenas, court appearances, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings.
- D. CONTRACTOR or its subcontractors must maintain behavioral health records and medical records as required by statute but no less than seven (7) years from the provision of client services.

12. APPLICABLE LAW EXHIBIT A. CONTRACTOR and its subcontractors providing Services under this Exhibit A shall comply with all applicable behavioral health and healthcare laws and regulations as may be applicable including but not limited to:

- A. The Lanterman-Petris-Short Act (Cal. Wel. & Inst Code §§ 5000 et seq.);
- B. Title 9 of the California Code of Regulations;
- C. The California Confidentiality of Medical Information Act (CMIA) (Cal. Civ. Code §§ 56 et seq.); and
- D. The Health Insurance Portability and Accountability Act of 1996 ("HIPAA");
- E. The Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); and
- F. Title 45 of the Code of Federal Regulations Parts 160 and 164, Subpart C (the "Security Rule"), Subpart D (the "Data Breach Notification Rule") and Subpart E (the "Privacy Rule").

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

Agreement.

14. CONFIDENTIALITY.

- A. **Compliance with Privacy and Data Security Authorities.** CONTRACTOR and its subcontractors shall, at its sole cost and expense, comply with all applicable federal, state, and local healthcare privacy and data security requirements and authorities including, but not limited to, those authorities specified in this Section (Confidentiality) now in force or which may hereafter be in force and shall develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable efforts to secure written and/or electronic data.
- B. **Maintain Confidentiality.** CONTRACTOR agrees, and shall require its employees, agents, subcontractors, or contracted providers to agree, to maintain the confidentiality of PHI, PI, and patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; Title 42 CFR Section 438.224; 45 CFR Section 96.132(e), 45 CFR Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Sections 14100.2 and 14184.102; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; Exhibit D (Business Associate Agreement), as applicable. Patient records must comply with all applicable state and federal requirements.
- C. **No Publication of Client Lists.** CONTRACTOR shall ensure that no list of individuals receiving Services under this Exhibit A1 is published, disclosed, or used for any purpose except for the direct administration of Services or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
- D. **Client's Health Record.** CONTRACTOR and its subcontractors shall maintain and share, as appropriate, a client's health record in accordance with professional standards. CONTRACTOR shall ensure that, in the course of coordinating care, each client's privacy is protected in accordance with this Agreement all federal and state privacy laws, including but not limited to 45 CFR Parts 160 and 164, subparts A and E, to the extent that such provisions are applicable.

15. GRIEVANCE POLICY AND PROCEDURE. CONTRACTOR or its subcontractors providing clients services shall maintain a grievance policy and procedures to address complaints from both the client and client's family.

16. CLIENT AND FAMILY CLIENT EMPOWERMENT. CONTRACTOR agrees to support active involvement of clients and their families in treatment, recovery, and policy development.

17. CULTURAL COMPETENCE.

- A. **Communicate in Preferred Language.** At all times, the CONTRACTOR shall be staffed with personnel who can communicate in the client preferred language, or CONTRACTOR shall provide interpretation services, including American Sign Language (ASL).
- B. **Cultural Considerations When Providing Services.** CONTRACTOR shall provide client services that consider the cultural aspects of mental illness, as well as the ethnic and cultural diversity of clients and families served.
- C. **Services and Programs in Spanish.** Services offered in English must also be made available in Spanish, if clients identify Spanish as their preferred language.
- D. **Proficiency Testing.** CONTRACTOR shall establish a process by which Spanish speaking staff who provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing in the Spanish language.

18. MONITORING.

- A. **County Monitoring Process.** CONTRACTOR agrees to cooperate with the COUNTY's utilization review

process which ensures medical necessity, appropriateness and quality of care. This review may include clinical record review, client survey, and other utilization review program monitoring practices. CONTRACTOR shall cooperate with these programs, and will furnish necessary assessment and client information, subject to Federal or State confidentiality laws and provisions of this Agreement.

- B. CONTRACTOR shall identify a senior staff person who will be the designated Quality Care Management ("QCM") contact and will participate in any QCM meetings to review current and coming quality of care issues.
- C. County shall monitor the performance of CONTRACTOR on an ongoing basis for compliance with the terms of this Agreement. COUNTY shall assign senior management staff as contract monitors to coordinate periodic review meetings with CONTRACTOR's staff regarding quality of clinical services, fiscal and overall performance activity, and provider recertification requirements. COUNTY may conduct periodic on-site and/or electronic reviews of CONTRACTOR's clinical documentation.
- D. **County Corrective Action Plan.** COUNTY shall provide a corrective action plan and a timeline for implementation and/or completion of corrective action if deficiencies in CONTRACTOR's compliance with the provisions of this Agreement are identified by COUNTY. CONTRACTOR shall:
 - i. Take corrective action;
 - ii. Provide evidence of correction; and
 - iii. Have a mechanism for monitoring effectiveness of corrective action over time.

19. TRAINING REQUIREMENTS. CONTRACTOR shall ensure that its staff and subcontractors complete mandatory trainings. The following trainings must be completed at hire and annually thereafter:

- A. HIPAA Privacy and Security;
- B. Consumer and Family Culture;
- C. Behavioral Wellness Code of Conduct;
- D. Cultural Competency;
- E. Documentation Training;
- F. Child and Adolescent Needs and Strengths (CANS) or Adult Needs and Strengths (ANSA) assessment training and certification exam:
 - i. Contractors who provide services to clients ages zero through 20 years old shall complete the CANS certification training and exam.
 - ii. Contractors who provide services to clients ages 21 years old and older shall complete the ANSA.
 - iii. Contractors providing services to clients of both age groups may select either of these assessment tool trainings and need not compete both; and
 - iv. Annual training and certification of clinicians is required for use of the CANS or ANSA. In order to be certified in the CANS or ANSA clinicians must demonstrate reliability on a case vignette of .70 or greater.

20. EFFECTIVE COMMUNICATION WITH INDIVIDUALS WITH DISABILITIES.

- A. CONTRACTOR and its subcontractor providing client services shall comply with all applicable federal, state, and local disability laws and requirements including, but not limited to, 28 Code of Federal Regulations section 35.160 et seq. and take appropriate steps to ensure effective communication with individuals with disabilities.
- B. CONTRACTOR shall provide appropriate auxiliary aids and services to persons with impaired sensory, manual, or speaking skills, including the provision of qualified interpreters and written materials in alternative formats, free of charge and in a timely manner, when such aids and services are necessary to ensure that individuals with disabilities have an equal opportunity to participate in or enjoy the benefits of Contractor's covered services, programs, and activities.
- C. CONTRACTOR shall provide interpretive services and make client information available in the following

alternative formats: Braille, audio format, large print (no less than 20- point font), and accessible electronic format (such as a data CD). In determining what types of auxiliary aids and services are necessary, Contractor shall give “primary consideration” to the individual’s request of a particular auxiliary aid or service.

- D. CONTRACTOR shall provide auxiliary aids and services including:
 - i. Qualified interpreters on-site or through VRI services; note takers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunication products and systems, text telephones (TTYs), videophones, captioned telephones, or equally effective telecommunications devices; videotext displays; accessible information and communication technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing.
 - ii. Qualified Readers; taped texts; audio recordings; Braille materials and displays; screen reader software; magnification software; optical readers; secondary auditory programs; large print materials (no less than 20-point font); accessible information and communication technology; or other effective methods of making visually delivered materials available to individuals who are blind or have low vision.
- E. When providing interpretive services, CONTRACTOR shall use qualified interpreters to interpret for a client with a disability, whether through a remote interpreting service or an on-site appearance. A qualified interpreter for a client with a disability is an interpreter who:
 - i. Adheres to generally accepted interpreter ethics principals including client confidentiality; and
 - ii. Is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary, terminology, and phraseology. For a client with a disability, qualified interpreters can include, for example, sign language interpreters, oral transliterators (individuals who represent or spell in the characters of another alphabet), and cued language transliterators (individuals who represent or spell by using a small number of handshapes).
- F. If CONTRACTOR provides a qualified interpreter for a client with a disability through VRI services, CONTRACTOR shall provide real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication; a sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating client's face, arms, hands, and fingers, regardless of body position; a clear, audible transmission of voices; and adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.
- G. CONTRACTOR shall not require a client with a disability to provide their own interpreter. CONTRACTOR is also prohibited from relying on an adult or minor child accompanying a client with a disability to interpret or facilitate communication except when:
 - i. There is an emergency involving an imminent threat to the safety or welfare of the client or the public and a qualified interpreter is not immediately available; or
 - ii. The client with a disability specifically requests that an accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide that assistance, and reliance on that accompanying adult for that assistance is appropriate under the circumstances.
 - iii. Prior to using a family client, friend, or, in an emergency only, a minor child as an interpreter for a client with a disability, Contractor shall first inform the client that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the client’s confidentiality.

- iv. CONTRACTOR shall ensure that the refusal of free interpreter services and the client's request to use a family client, friend, or a minor child as an interpreter is documented.
- H. CONTRACTOR shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination based on disability.
- I. **Accessibility.** CONTRACTOR shall ensure that it provides physical access, reasonable accommodations, and accessible equipment for clients with physical or mental disabilities.

21. GENERATIVE ARTIFICIAL INTELLIGENCE TECHNOLOGY USES AND REPORTING.

- A. CONTRACTOR certifies its services or work under this Agreement does not include or make available any Generative Artificial Intelligence (GenAI) technology including GenAI from third parties or subcontractors.
- B. During the Term of this Agreement, CONTRACTOR shall notify COUNTY in writing if its Services or any work under this Agreement includes or makes available any previously unreported GenAI technology including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000), available at [STD 1000 Generative Artificial Intelligence \(GenAI\) Disclosure & Factsheet](#) and submit the completed form to COUNTY to report the use of any new or previously unreported GenAI technology.
- C. At the direction of COUNTY, CONTRACTOR shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk, or Agreement performance until use of such GenAI technology has been approved by COUNTY.
- D. CONTRACTOR acknowledges and agrees that its failure to disclose GenAI technology use and submit the GenAI Reporting and Factsheet (STD 1000) to COUNTY may be considered a material breach of this Agreement by COUNTY and may be grounds for the immediate termination of this Agreement.
- E. CONTRACTOR shall include this provision (Generative Artificial Intelligence Technology Uses and Reporting) in all subcontracts to perform work under this Agreement.

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EXHIBIT B
BUDGET AND PAYMENT PROCEDURES
PERIODIC COMPENSATION
FOR HUMAN SERVICES - THERAPEUTIC SERVICES

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a maximum aggregate contract amount, including cost reimbursements, not to exceed **\$240,000**.
- 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.

Costs may include reimbursement for the following staff salaries and benefits:

Title	Duties
Two (2) Clinical Therapists	Provides culturally sensitive mental health support in the form of therapeutic services to address the unique traumas faced by clients in individual and group settings.

- C. Quarterly, CONTRACTOR shall submit to the County Contact an invoice or certified claim on the County Treasury for the service performed over the immediately preceding quarter. Each such invoice or certified claim must cite the assigned Board Contract Number. County Contact shall evaluate the quality of the Services 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. The invoiced amounts must be accompanied by detailed and itemized descriptions of the services provided. Each invoice shall include sufficient documentation to substantiate the costs billed, for example, receipts, time logs, breakdowns of labor and materials, and any other relevant supporting documents as necessary to clearly reflect the basis for the charges. The County reserves the right to request additional supporting documentation if the invoice lacks adequate detail or justification for the costs billed. Each invoice must include all of the following:

- i. Expenditure Summary and Payment Request (ESPR) in Exhibit E. Each CONTRACTOR payment request hereunder shall be made by CONTRACTOR completing and submitting to COUNTY a County Expenditure Summary and Payment Request in the form attached hereto as EXHIBIT E ("ESPR"), and attached supporting documentation as described herein. CONTRACTOR shall submit ESPRs and supporting documentation via Neighborly Software or as otherwise instructed by COUNTY. Upon receipt by COUNTY of an ESPR and acceptable supporting documentation provided by CONTRACTOR, COUNTY shall review the ESPR and, when approved, make payment. Questions may be directed to the County Contact. ESPRs are due 15 days following the end of each quarter during the Term as follows: October 15 for the quarter ending September 30; January 15 for the quarter ending December 31; April 15 for the quarter ending March 31; and July 15 for the quarter ending June 30. The COUNTY reserves the right to require an earlier submission date for the 4th quarter ESPR in order to meet COUNTY year-end reporting requirements as determined annually by the COUNTY Auditor-Controller. Questions about this Agreement and payment instructions may be directed to the County Contact; and
- ii. Supporting documentation:
 - a. Third-party invoices or receipts
 - b. Check copies showing payment (cancelled checks)
 - c. Payroll records, including timesheets delineating time worked on eligible activities and payroll journals showing gross pay and deductions

- 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. "Travel Costs" are defined as reimbursement of authorized out-of-pocket expenses that are reasonably, actually, and necessarily incurred as a result of providing Services under **Exhibit A1**. If CONTRACTOR incurs Travel Costs while representing multiple clients, CONTRACTOR agrees COUNTY shall not be responsible for all Travel Costs, but only for a pro rata share as determined based on the percentage of time allocable to COUNTY.
- F. Travel Costs are further defined and limited to the same reimbursement rates set forth by the California Department of Human Resources, incorporated herein by reference, (available at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>), as may be periodically updated, and subject to exceptions described herein. Travel Costs that may be eligible to receive reimbursement for expenses are:
- i. Method of travel (transportation)
 - ii. Meals and incidentals
 - iii. Short-term lodging
 - iv. Personal vehicle mileage
 - v. Other actual and necessary business and/or travel costs incurred while conducting official SBCAG business
- G. The following is **not** authorized unless pre-approved in writing by COUNTY: Out-of-country travel, Out-of-state travel, Private Aircraft Transportation, First Class airline travel, and Relocation.

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EXHIBIT C
INDEMNIFICATION AND INSURANCE REQUIREMENTS
(For contracts involving the care/supervision of children, seniors or vulnerable persons)
(For Professional Contracts version 2022 03 02)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2,000,000 per claim and \$2,000,000 aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown

above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement

does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

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EXHIBIT D

BUSINESS ASSOCIATE AGREEMENT

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.

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Exhibit E

Expenditure Summary and Payment Request (ESPR)

EXHIBIT D

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

INSTRUCTIONS: Complete tab 2 first, then complete only the yellow shaded cells on tab 1. Print, sign and submit

Agency Name _____
 Program Name _____
 Address _____
 Contact Person _____
 Phone _____
 Email _____

Invoice/Request # _____ Revised ☐
 Date Submitted _____
 Check one: CDBG ☐ HOME ☐ HSG ☐
 IDIS # _____
 HCD Project # _____
 PO/Contract No _____ Expiration Date June 30, 2020
 Report Period: (enter month for capital projects and quarter for public services)
 Month _____
 Quarter ☐ Qtr 1 (July - Sep) ☐ Qtr 2 (Oct - Dec)
☐ Qtr 3 (Jan - Mar) ☐ Qtr 4 (Apr - Jun)

SUBMIT COMPLETED FORM TO Marjorie Klotthor Housing Program Specialist
 Phone: 805-335-3395 Email: miklotthor@countyofsb.org

I. GRANT BUDGET AND EXPENDITURES

BUDGET LINE ITEM	ACTIVITY	TOTAL GRANT BUDGET	TOTAL OF PREVIOUS DRAWDOWNS	REQUESTED DRAWDOWN THIS PERIOD	NEW AVAILABLE BALANCE
Cat. 1 Enter budget line item			\$ -	\$ -	\$ -
Cat. 2 Enter budget line item			\$ -	\$ -	\$ -
Cat. 3 Enter budget line item			\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -

☐ Check this box if this is the final payment. Any balances will be rescinded and returned to the County.

Certification:

I certify to the best of my knowledge and belief that this report is true and complete, and I have reviewed all supporting documentation. Disbursements have been made for the purpose and conditions of this grant and have not been paid by any other source.

Manager / Fiscal Officer

Name _____ Title _____
 Signature _____ Date _____

Administrator / Executive Director

Name _____ Title _____
 Signature _____ Date _____

Public Service programs: Payment requests are due for each quarter by the 20th of the month following quarter end.

Capital Projects: Payment requests are due monthly by the 20th of the month following the reporting month.

This form has been tailored for the funding year noted in the upper-right corner of this form. Other ESPR forms are obsolete.