

The California Parenting Institute
 Agreement to Provide
CLIENT SUPPORT SERVICES
 Funding Amount: **\$1,500,000**
 Term: **07/01/2026 to 06/30/2028**
 Agreement Number: FYC-CPI-CSS-2628
 Funding Source: Child Welfare Realignment and Federal Promoting Safe and Stable
 Families, Assistance Listing Number (ALN) 93.556

AGREEMENT FOR PROVISION OF SERVICES

This agreement ("Agreement"), dated as of July 1, 2026 ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and The California Parenting Institute, a California non-profit Corporation (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is duly qualified by reason of training, experience, equipment, organization, staffing, and facilities to provide the services contemplated by this Agreement and is experienced in client support and related services; and

WHEREAS, in the judgment of the Board of Supervisors and Human Services Department it is necessary and desirable to employ the services of Contractor for Client Support Services;

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

AGREEMENT

1. Scope of Services.

1.1. Contract Documents. The following documents, if checked, and the provisions set forth therein are attached hereto and incorporated herein, and shall be dutifully performed according to the terms of this agreement:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Exhibit A: Scope of Work | <input checked="" type="checkbox"/> Exhibit B: Fiscal Provisions/Budgets |
| <input checked="" type="checkbox"/> Exhibit C: Insurance Requirements | <input checked="" type="checkbox"/> Exhibit D: Assurance of Compliance |
| <input checked="" type="checkbox"/> Exhibit E: Additional Federal Requirements | <input type="checkbox"/> Exhibit F: Professional Licensure/Certification |
| <input type="checkbox"/> Exhibit G: Media Communications | <input type="checkbox"/> Exhibit H: Accessibility |
| <input checked="" type="checkbox"/> Exhibit I: Confidentiality and Information Security Requirements (PHI) | <input type="checkbox"/> Exhibit J: Adverse Actions / Complaint Procedures |

1.2. Contractor's Specified Services. Contractor shall perform the services described in "Exhibit A: Scope of Work" (hereinafter "Exhibit A"), attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in Exhibit A and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.3. Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.4. Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.5. Assigned Personnel.

1.5.1. Contractor shall assign only competent personnel to perform work hereunder.

1.5.2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

1.5.3. Contractor is required to ensure that all persons working with minor(s) under this Agreement have successfully undergone appropriate and adequate fingerprinting and background checks through the Department of Justice, Federal Bureau of Investigations and Child Abuse Central Index (CACI).

1.5.4. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

1.5.5. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work under this Agreement, Contractor shall remove such person or persons immediately upon receiving written notice from County.

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on a cost reimbursement basis in accordance with the budgets set forth in "Exhibit B: Fiscal Provisions/Budgets" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed One Million, Five Hundred Thousand Dollars (\$1,500,000.00), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

2.1. Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

2.2. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

2.2.1. If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement.

The term of this Agreement shall be from 07/01/2026 to 06/30/2028 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1. Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days written notice to Contractor.

4.2. Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3. Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state or federal agency or other funder reduces, withholds, terminates or funds are not made available for which the County anticipated using to pay Contractor for services provided under this Agreement or (2) County has exhausted all funds legally available for payments due to become due under this Agreement.

4.4. Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Article 9.19 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.5. Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Article 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.6. Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or the Director of the Human Services Department, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification.

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees, contractors, subcontractors, or invitees performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is contributory or concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. Subject to Contractor's approval, County shall have the right to select its legal counsel at Contractor's expense. Contractor may not reasonably withhold its approval. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance.

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described in "Exhibit C: Insurance Requirements" (hereinafter "Exhibit C"), which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work.

The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1. Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2. Status of Contractor. The Parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor represents and warrants that Contractor is an independently established business entity that customarily advertises and provides services of the same nature as the services provided for County under this Agreement, and that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Nothing contained in this Agreement shall be construed to give County the power to direct and control the day-to-day activities of Contractor, and

nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent, or of partnership or joint venture, or to give either Party the power or authority to act for, bind, or commit the other Party in any way. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A," without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide its own resources, tools and equipment and direct its operation in all respects in performing the services hereunder. This Agreement shall not in any manner restrict Contractor from performing services for other clients or businesses. Contractor is not to be considered an agent or employee of County for any purpose and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. Subcontractors. No performance of this Agreement or any portion thereof, may be assigned or subcontracted without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the County shall be invalid and shall constitute a breach of this Agreement.

9.3.1. In the event the Contractor is allowed to subcontract, the County shall look to the Contractor for results of its subcontracts. The Contractor agrees to be responsible for all the subcontractor's acts and omissions to the same extent as if the subcontractors were employees of the Contractor. No subcontracts shall alter in any way any legal responsibility of the Contractor to the County. Whenever the Contractor is authorized to subcontract or assign, the terms of this Agreement shall prevail over those of any such subcontract or assignment.

9.4. No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

9.5. Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.6. Records Maintenance. Contractor shall keep and maintain full and complete program, client, and statistical documentation and financial records,

subcontracts and other records concerning all services performed that are compensable under this Agreement and shall make such documents and records available at County's request for inspection at any reasonable time.

9.6.1. Contractor shall retain all records pertinent to this Agreement, including financial, statistical, property, and participant records and supporting documentation for a period of ten years from the date of final payment of this Agreement. If, at the end of ten years, there is ongoing litigation or an outstanding audit involving those records, Contractor shall retain the records until resolution of the litigation or audit.

9.7. Monitoring, Assessment & Evaluation. Authorized federal, state and/or county representatives shall have, with advance notice and during normal business hours, the right to monitor, assess, evaluate, audit, and examine all administrative, financial and program performance activities and records of Contractor and its subcontractors pursuant to this Agreement. Said monitoring, assessment, evaluation, audit and examination may include, but is not limited to, administrative, financial, statistical, data and procurement processes, inspections of project premises, inspection of food preparation sites as appropriate, interviews of program staff and participants, and examination and/or duplication of records with respect to all matters covered by this Agreement. Contractor shall cooperate with County in this process and shall make program and administrative staff available during any monitoring, assessment, evaluation, audit or examination.

9.8. Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.9. Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies – including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.10. Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment practices and in delivery of services because of race, color, ancestry, national origin (including limited English proficiency), religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender status, pregnancy, childbirth, medical

conditions related to pregnancy, childbirth or breast feeding, sex stereotyping), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.10.1. Contractor understands and agrees that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination or otherwise defeating the objectives of the applicable and aforementioned laws will be prohibited.

9.10.2. Contractor shall provide County with a copy of their Equal Employment Opportunity and Affirmative Action policies upon request and shall sign and submit to County an Assurance of Compliance, attached hereto as "Exhibit D: Assurance of Compliance" (hereinafter "Exhibit D"), and incorporated by this reference, in order to certify that contractor is in compliance with the State and Federal laws related to equal employment opportunity and delivery of services.

9.10.3. Contractor and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9.10.4. Any and all subcontracts to perform work under this Agreement shall include the nondiscrimination and compliance provisions of this article and subcontractors shall agree to, sign and submit to Contractor a copy of the Assurance of Compliance, Exhibit D. Contractor shall maintain copies of these Assurances and submit copies to County upon County's request.

9.11. AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.12. Confidentiality. See Exhibit I: Confidentiality and Information Security Requirements (PHI).

Contractor, and each of its employees, agents, contractors and subcontractors, shall fully comply and ensure compliance relative to the services provided hereunder with all applicable laws regarding the confidentiality of PHI, including but not limited to, the regulations under the Health Insurance Portability and Accountability Act (hereinafter "HIPAA") and the Health Information Technology for Economic and Clinical Health Act (hereinafter "HITECH Act").

9.12.2. Contractor shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. The Contractor shall not use such information for any purpose not directly connected with the administration of the services provided herein. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client in writing, any such information to anyone other than the County without prior written authorization from the County. "Personal identifying information" shall include, but not be limited to: name, identifying

number, social security number, state driver's license or state identification number, financial account numbers, and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

9.12.3. No person will publish, disclose or use or permit or cause to be published, disclosed or used any confidential information pertaining to an applicant, recipient, or client.

9.12.4. Contractor agrees to inform all employees, agents and partners of the provisions and that any person knowingly and intentionally violating the provisions of this Article may be guilty of a misdemeanor.

9.12.5. Contractor understands and agrees that this Article shall survive any termination or expiration of this Agreement in accordance with 9.6 above.

9.13. Information Security. See Exhibit I: Confidentiality and Information Security Requirements (PHI).

9.14. Artificial Intelligence Policy. Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with [the Sonoma County Information Technology Artificial Intelligence \(AI\) Policy](#). No County confidential, restricted, personal, proprietary, or protected data of any kind, including data that is not owned by the County, may be shared (copied, typed, interfaced, etc.) with these platforms. AI technology shall not be used to create work product under this agreement that requires a professional license or certificate and AI technology shall not be used as a replacement for any review and certification by any other licensed professionals.

9.15. Political and Sectarian Activities. Contractor warrants as follows: (a) it shall comply with requirements that no program under this Agreement shall involve political or lobbying activities; (b) it shall not employ or assign participants in the program to any sectarian facility, except as provided by federal and state law or regulation; (c) it shall not use funds made available under this Agreement for political or lobbying activities.

9.16. Drug-Free Workplace. Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by complying with all requirements set forth in the Act.

9.17. Facilities. Contractor warrants that all of the Contractor's facilities: (a) will be adequately supervised, (b) will be maintained in a safe and sanitary condition, (c) will be available for monitoring by County and/or state and federal monitors, (d) are accessible to handicapped individuals if appropriate, and (e) are nonsectarian.

9.18. Mandated Reporting. Contractor, and their employees, must comply with any applicable laws concerning the mandated reporting of abuse or neglect of children, elders age 60 and older or dependent adults, ages 18 to 59. Appropriate mandated reporter training is available from the County's Human Services Department through the Family, Youth and Children Services and Adult Protective Services Divisions. Any person who is not a mandated reporter, who knows or reasonably suspects, that a child or elder or dependent adult has been a victim of abuse may report that abuse to the appropriate Human Services Division or local law enforcement.

9.19. Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors,

consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.20. Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Demand for Assurance.

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice.

All notices shall be made in writing and shall be given by personal delivery or by U.S. Mail. Notices shall be addressed as follows:

TO COUNTY: County of Sonoma, Human Services Department
Contracts Unit
3600 Westwind Boulevard
Santa Rosa, CA 95403
contracts@sonomacounty-hsd.gov

TO CONTRACTOR: The California Parenting Institute
3650 Standish Ave.
Santa Rosa, CA, 95406

When a notice is given by a generally recognized overnight courier service, the notice shall be deemed received on the next business day. When a copy of a notice or payment is sent by facsimile or email, the notice shall be deemed received upon transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email, (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1. No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR
The California Parenting Institute

COUNTY OF SONOMA

By: _____
Name: Robin Bowen
Title: Executive Director

Date: _____

By: _____
Name: Angela Struckmann
Title: Director, Human Services
Department

Date: _____

APPROVED AS TO SUBSTANCE FOR
COUNTY

By: _____
Name: Donna Broadbent
Title: Director, Family, Youth &
Children_Division

EXEMPT FROM COUNTY COUNSEL
REVIEW
APPROVED AS TO FORM FOR COUNTY

By: _____
County Counsel

CERTIFICATES OF INSURANCE ON FILE
WITH COUNTY
 INSURANCE REQUIREMENT CHANGES
APPROVED, WAIVED, OR EXEMPTED
BY RISK MANAGEMENT

By: _____

Exhibit A: Scope of Work

I. Program Narrative/Description

A. Statement of Need

Families with active Child Protective Services (CPS) cases in Family Preservation, Maintenance or Reunification have current and intensive needs for support and education around parenting and/or accessing community resources. These families have current risks or safety issues in their family home that warrant child welfare involvement and placement of the children with other caregivers while the parents remediate the issues that created safety concerns. Additionally, supported visitation is necessary and legally required in order to support the ongoing relationship between parents and children while a family is receiving reunification services.

Families participating in Client Support Services will often be challenged by the fact that they are part of an active child welfare case; families will often be reluctant to engage and non-responsive to attempts to engage in services. This may particularly be true for non-voluntary, court-ordered clients. The Contractor will need to proactively and intentionally reach out to families in order to achieve expected outcomes for client participation.

Referrals to Client Support Services vary based on need – related to the number of child welfare cases opened and parents requiring services. This scope of work identifies agreed upon maximum capacity for each service area as well as goals for percentage of clients that engage in service.

B. Purpose and Goals

The intent of Client Support Services is to improve family functioning to prevent future child maltreatment, to provide education and support to remediate child welfare issues and to produce the conditions that enable a child to remain home or to be safely returned home. Visitation services are provided to parents who have had children removed from their home by the child welfare system. As a result of these services, parents will:

1. Demonstrate an increased ability to meet the emotional and basic needs of their children through positive parenting.
2. Demonstrate increased understanding and skills to enhance the parent/child relationship.
3. Learn child management techniques; awareness of age-appropriate child behaviors and needs; and how to facilitate problem-solving.
4. Demonstrate the ability to provide a safe home for their children and attain the skills to access the resources required to meet their children's basic material needs.
5. Maintain a relationship with their child during the course of their Child Welfare case through the provision of Supported Visitation.

C. Program Components

Contractor shall provide services based on the Human Services Department (HSD) referral that may include supported visits, parenting services, resource assistance/intensive case management or an integration of parenting and visitation. Activities to be provided will be, at a minimum, those included in the proposal submitted by Contractor in response to the County's Client Support Services Request for Proposals, on which this Agreement is based.

1. Supported Visitation Program

Service Goal: Contractor shall provide in person supervised visits for parents and their children.

Monthly goal: Eighty (80) visits

Average caseload per FTE: Fourteen (14) families at a time

Duration of services: Varies based on the case and social worker's recommendation

Direct service staff: Two (2) full-time positions

In person visitation is a necessary and valued part of family-centered services and the quality of visitation is considered the strongest predictor of reunification. The Supported Visitation Program incorporates all aspects of coordination, supervision and coaching of visits with foster children and their parents, siblings or other family members.

- a. Contractor shall base level and types of visit as determined by and in coordination with the HSD social worker. Visits will include individualized parent education and coaching.
- b. Visits shall be provided by either a Contractor trained Visitation Monitor or Visitation Case Manager.
- c. Visits will be provided in person, either in the community or at Contractor's office, based on parent preference. If a parent requests a visit be done over Zoom, those shall be approved on a visit-by-visit basis
- d. Contractor staff will provide as needed parent education before and after supported visits as real time 'teachable moments' present themselves.
- e. Contractor shall accurately document supported visits and, if necessary, provide court testimony pertaining only to documented visit notes.
- f. Assistance provided by the Contractor shall address needs of parents and may include, but are not limited to:
 - i. Supporting the family relationship and the child's healthy attachment to one or both parents and/or other family members.
 - ii. Assisting the parent in practicing positive parenting techniques and increasing their ability to address child behaviors.
 - iii. Providing age appropriate activities for parents and children during visitation.

- iv. Support a reduction in negative interactions between children and their parents.
- v. Ensuring the safety of the children during visitation.

2. Parenting Education - Classes

Service Goal: Contractor shall provide navigation services to families to access parenting classes.

Annual goal: Up to one hundred (100) families with three (3) or more classes

Duration of services: +/- Six (6) months

Direct service staff: 1.50 full-time positions

Contractor shall offer an array of effective parenting services to families involved in the child welfare system using both Positive Parenting Program (Triple P) and Motivational Interviewing evidence-based practices. The services delivered shall enhance a parent's ability to maintain continuity and to strengthen or form positive role relationships with their children.

Contractor shall create a monthly class schedule and provide varied options of classes and times to meet family's needs. Cohorts will be available as needed.

Class intake specialist will make initial contact with family within two (2) business days of the referral date to conduct an intake consultation. The primary role of the class intake specialist will be to successfully engage families in services. At the intake consultation, the class intake specialist will review the client's goals for parent education (from the referral form) and help identify the most appropriate and accessible classes to meet those goals.

Parent educator will provide classes that are based in Triple P principles.

Additional classes will be available for parents on specific topics, such as parenting through divorce, anger management, single parenting, autism support, positive parenting, protective factors for families, etc. All classes will be taught through the lens of a trauma informed framework.

Families will be eligible and supported to take applicable classes until they begin home visit parent education or until their child welfare case has closed.

Class intake specialist will review each parent's classes on a monthly basis and connect via phone to encourage parent to attend additional classes towards their goal for parent education. Class intake specialist will proactively maintain engagement with families and notify social workers when families are not responding to engagement efforts.

Online classes will also be available for families that prefer to complete classes online. Topics include all areas of Triple P curriculum and fathering skills.

County and Contractor shall meet every six (6) months to discuss class options, ensure that they meet the needs of families referred by child welfare and add any new classes as mutually agreed upon.

- a. Contractor shall implement Triple P with fidelity to researched model.
- b. Contractor shall ensure that staff has required knowledge, abilities and certification to administer the Triple P curriculum.
- c. When applicable, Contractor will also work with parents of infants teaching them early care and nurturing needs and working with parents who have perinatal depression or anxiety using the Mothers and Babies curriculum.
- d. Contractor shall maintain a trained staff that is able to work with parents that are difficult to engage, have anger and/or attachment issues, individual trauma and other complicating factors related to parenting.

3. Parenting Education – In-Home

Service Goal: Contractor shall provide In-Home services to families.

Annual goal: Up to eighty (80) families with three (3) or more sessions

Average caseload per FTE: Fifteen to twenty (15-20)

Average caseload – whole program: Thirty to Forty (30-40)

Duration of services: +/- Six (6) months

Direct service staff: 1.65 full-time positions

Contractor shall provide up to fifteen (15) sessions of Parent Education, with additional sessions available with the approval of the Contractor Parent Support Services Manager. Parent Support Services Manager shall review session status on a monthly basis.

- a. Contractor shall implement the Positive Parenting Program (Triple P) with fidelity to researched model.
- b. Contractor shall ensure that staff has required knowledge, abilities and certification to administer the Triple P curriculum.
- c. Contractor will use the Triple P practice within a relational framework to address the individual needs of the families in service. Whenever possible, contractor will provide coaching with parent and child as part of each session.
- d. When applicable, Contractor will also work with parents of infants teaching them early care and nurturing needs and working with parents who have perinatal depression or anxiety using the Mothers and Babies curriculum.
- e. Contractor shall maintain trained staff that is able to work with parents that are difficult to engage, have anger and/or attachment issues, individual trauma and other complicating factors related to parenting.
- f. All services will be provided in the primary language of the family, with cultural humility/deference, and by representative staff whenever possible.

4. Resource Assistance

Service Goal: Contractor shall provide Resource Assistance to families.

Annual goal:	Up to fifty (50) families with three (3) or more sessions
Average caseload per FTE:	Twelve to fifteen (12-15)
Duration of services:	+/- Twelve (12) months
Direct service staff:	One (1) full-time position

Resource Assistance which may include intensive case management provided by the Contractor shall address basic needs of HSD clients by providing direct assistance, skills training and supporting clients in their resource development. Services may include, but are not limited to:

- a. Completing the Family Resource Scale and the Protective Factors basic needs assessment with each client as part of intake.
- b. Developing organizational skills including calendaring appointments, home management and organization, skill building and other life skills.
- c. Increasing client knowledge and the ability to access existing community support systems where client can seek support in areas such as transportation, housing, economic assistance, employment services, health and nutrition, child care, education, shelters, resources, medical care and activities for their children.
- d. Assisting client to develop indigenous support system in their community including building relationships with their schools, neighbors, church, recreation opportunities and other supports available.
- e. Increasing client skills in income and employment areas including budgeting, balancing checkbook, credit building, and accessing housing and employment assistance.
- f. Increasing client knowledge of health and nutrition, cost-effective shopping, simple menu planning, recreational activities, and developmental activities for children and families.
- g. Activities shall be performed by the client with guidance from the Contractor to ensure the development of knowledge and progress toward stability and self-sufficiency.
- h. Case management support will be based on the Family Strengthening Protective Factors case management framework.

II. Program Requirements

A. Contractor Responsibilities – All Programs

1. Contractor will provide services in all areas of the County. Contractor will provide services at sites located in Santa Rosa, Sonoma Valley, and North County, as well as at the FY&C office, in the community and, if appropriate, in the home of the client.
2. Contractor will provide flexible hours of operation including evenings and weekend hours.

3. Contractor will identify a single point of entry for all HSD referrals and shall accept referrals through the County-issued, web-based database system. First contact shall occur within two (2) business days of the receipt of the HSD referral. At the first appointment, Contractor will determine the level and types of services needed by the family based on the social worker referral and on families' assessed needs.
4. Contractor will develop an individualized service plan and provide services for families that are culturally sensitive, in the preferred language, provided in the family's community or home to the extent possible, and coordinated so that there are no gaps or duplication in services.
5. Contractor will have a sufficient level of culturally competent, trained and qualified paid staff to effectively carry out program activities. At least 50% of staff will be bilingual in Spanish and English.
6. Contractor shall maintain policies, procedures and practices that address systemic racism and equity issues for at-risk families.
7. Services shall be offered in person and in home or in the community. If a family requests remote services, those will be considered in consultation with the social worker.
8. Staff shall have experience, and certification if needed, in the appropriate parent curriculum and coaching techniques and interventions to improve parenting skills and outcomes.
9. Contractor will provide written materials (or other media) in both Spanish and English.
10. Contractor will participate in technical assistance/coordination meetings convened by County.
11. Contractor shall ensure staff are trained and practices in place that are reflective of a trauma informed approach.
12. Contractor will administer and enter data on client satisfaction in services using a County developed and state approved survey tool.
13. Contractor shall maintain policies and procedures and provide staff training and discussion opportunities that assess and improve equity policies and practices.
14. Contractor shall maintain training and observational fidelity checks related to their evidence-based programming, including Triple P and Motivational Interviewing.
15. Contractor shall collect data on families and provide written progress reports through Apricot, a web-based database system provided by the county on each family at intervals determined by County, as follows:
 - a. A written report to the social worker of the client's individualized service plan at the beginning of services, at specific time frames during services and a summary report at the end of services, including goal achievements and attendance.

- b. Regular written progress reports to client that will clearly communicate progress on client's goals.
 - c. Participation in case conferences, as requested by HSD.
 - d. Immediate notification to social worker of changes including multiple absences, incidents, and behavior changes.
 - e. Written observations of interactions and key events during supported visitation.
16. Contractor will adhere to County fiscal guidelines and will maintain files on each participant documenting all relevant participant contacts and activities.
 17. Contractor will work with County to make program revisions deemed necessary based on program evaluation.
 18. Contractor will provide training to all new and existing staff to ensure consistency and quality of practice and documentation.

B. County Responsibilities

1. County will determine parents' need for and level of visitation services, parenting services or resource assistance.
2. County will refer families to Contractor via County referral form.
3. County will communicate and/or collaborate with Contractor regarding referred families as appropriate.
4. County will convene and participate in program problem resolution, technical assistance and communication.
5. County will provide training materials and instruction on appropriate client documentation for FY&C clients as well as training in anticipation of court testimony on any supported visitation or parent education notes and documentation.
6. County will work with Contractor to survey all clients on client satisfaction per funding requirements.
7. County will provide all software licenses, technical support and ongoing assistance for the implementation of the web-based database system.

C. Results Based Accountability (RBA) Performance Measures

1. County and Contractor will maintain the RBA Plan for In Home Parent Education and develop performance measures for Resource Assistance that are reflective of outcomes included in the scope of work. Development of outcomes will be a collaborative effort between the County and Contractor.
2. Contractor will apply, document, and report on performance measures and activities detailed in the RBA Plan.
3. At the request of the County, Contractor shall meet with County designated staff to revise existing RBA performance measures to align with RBA and update the existing plan for RBA implementation specifically related to the contract.

4. At the request of the County, Contractor shall participate in Turn the Curve meetings twice annually to review and discuss performance measure outcomes.
5. Contractor will disaggregate the performance measures by demographics and geographic area for reporting when possible.
6. Contractor will have information updated in Apricot so that the County may run performance data through Apricot by the 20th of the month following the month of the end of the quarter.
7. RBA Plan may be modified at any time as agreed to in writing by both parties.
8. RBA Measures: Parenting Education – In-Home
 - a. Annually, one hundred sixty (160) families will engage in at least three (3) sessions of service.
 - b. 75% of families who engaged in at least three (3) sessions of service and closed in the date range will meet one (1) goal.
 - c. 75% of referred families who closed in the date range and engaged in at least six (6) sessions of service will show an improvement in their Protective Factors score in Family Functioning.

Exhibit B: Fiscal Provisions/Budgets

1. Fiscal Responsibilities.

In consideration of the obligations to be performed by Contractor herein, Contractor shall be reimbursed for its actual costs, in accordance with the agreed upon budget included herein by reference. Notwithstanding the foregoing, the total amount to be paid to Contractor under the terms of this Agreement shall in no case exceed the amount stated in Article 2 of this Agreement.

1.1. Claiming and Documentation. Contractor shall receive reimbursement for its actual costs by submitting a Monthly Cost Report for reimbursement by the tenth (10th) of each month for all services provided to County's clients in the previous month. All costs reported by Contractor shall be supported by appropriate accounting documentation. The documentation shall establish that County is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under this Agreement. The Monthly Cost Report shall be submitted to:

County of Sonoma Human Services Department
Family, Youth & Children's Services Division
Attn: Regina de Melo (rdemelo@sonomacounty-hsd.gov)
1202 Apollo Way
Santa Rosa, CA 95407

1.2. Allowable Costs. No amount or rate negotiated and included in the Contractor's program budget summary or budget backup shall be considered to be an allowable cost in and of itself; such amounts or rates are subject to final approval upon presentation of documentation establishing that actual costs were incurred and are allowable in accordance with Code of Federal Regulations Title 2 CFR Sections 200.420-475.

1.3. No Supplantation. Contractor must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other source. No supplantation of program financing by Contractor is contemplated or allowed.

1.4. Indirect Cost Rate. Contractor is responsible for complying with the [Human Services Department Indirect Cost Rate Policy](#).

1.5. Financial Records. Contractor understands and accepts its obligation to establish and maintain financial records of all program expenditures.

1.5.1. Contractor shall maintain a financial management system which ensures control over the use of funds received by Contractor in accordance with generally-accepted accounting principles. Contractor must comply with the provisions for cost allocations contained in Federal Office of Management and Budget 2 CFR Part 200, Subpart E. The inability of Contractor to demonstrate compliance will cause a corresponding reduction in reimbursement.

1.5.1.1. Charges to awards for salaries and wages, whether treated as direct costs or indirect costs, must be based on documented payrolls approved by a responsible official(s) of the organization. The distribution of salaries and wages to various program funding sources must be supported by personnel activity reports (such as timesheets or time studies) except when a substitute system has been approved in writing by the cognizant agency. Such activity reports must account for the total activity

for which employees are compensated and must be maintained for all staff members (professionals and nonprofessionals) whose compensation is charged, in whole or in part, to this Agreement.

1.5.2. If it should be determined during the term of this Agreement by the Human Services Department, County Administrator, Auditor-Controller, and/or Board of Supervisors that funds are not being utilized by Contractor in accordance with this Agreement, an audit may be ordered of Contractor's books, financial records, and program records. The cost of this audit shall be deducted from the total paid to Contractor through this Agreement.

1.5.3. In the event that Contractor terminates its business activities, all records related to this Agreement shall be promptly delivered to County by Contractor. Contractor shall be liable for any and all attorneys' fees incurred by County in recovering records pursuant to this section.

2. Procurement.

Contractor must maintain documented procurement policies and procedures consistent with federal, state, and local requirements and any procurement must comply with those policies and procedures. For purposes of this Agreement, procurement for goods or services must comply with the [Sonoma County Procurement Thresholds for Goods and Services](#).

If Contractor wishes to purchase equipment exceeding Five Thousand Dollars (\$5,000) which is not specifically identified and approved under this Agreement, Contractor must request in writing permission from County to purchase. If County approves the purchase, Contractor shall provide County with proof of purchase within ten (10) days.

2.1. Contractor shall record the following information when equipment is acquired:

- A. Date acquired;
- B. Equipment Description;
- C. Equipment identification number (serial number);
- D. Cost or other basis of valuation;
- E. Fund source; and
- F. Rate of depreciation (or depreciation schedule), if applicable.

3. Funding Contingency. Notwithstanding anything contained in the Agreement to the contrary, Contractor acknowledges that any payments to be made to it as provided herein shall be expressly contingent upon the receipt of sufficient funds by County. This contingency is for the express benefit of County and may be waived only by giving express written and executed notice to Contractor.

3.1. Modification of Funding. County reserves the right to modify levels of funding for programs and renegotiate Agreement budgets, if needed, due to increases or decreases in funding. County also reserves the right to request changes in program design in order to accommodate changes made by the funder. The County Human Services Director has authority to request and approve program design changes.

4. Budget Adjustments.

4.1. Request. Request for transfer of funds between line items shall be submitted on a "Line Item Adjustment Request" as provided by the County. The Contractor must provide justification and supporting documentation for the requested revision.

4.2. Approval. The County is authorized to approve and execute a "Line Item Adjustment Request", which details the transfer of funds between Budget line items, and to approve such changes without an Amendment to this Agreement so long as they do not result in an increase in County's maximum financial obligation.

4.3. Adjustments Requiring Written Consent. County's written approval is required prior to the transfer of any program funds between Budget line items when the amount of the individual line item adjustment is more than the greater of \$2,500 or 15% of funds budgeted per line item.

4.4. Equipment. Requests to purchase equipment in excess of Five Thousand Dollars (\$5,000) and not included in original budget shall require County approval prior to purchase.

5. Closeout. Within thirty (30) calendar days after the termination of this Agreement, Contractor shall submit to County a final cost report showing the actual allowable Agreement costs. If the cost report shows that the actual allowable costs for the term of the Agreement exceeded payments, the County will remit the difference to the Contractor provided that the remittance will not cause the total payments made hereunder to exceed the funding amount set forth in Article 2 of this Agreement. If the cost report shows that the payments exceeded the actual allowable costs for the term of the Agreement, Contractor shall enclose with the cost report funds equal to the difference between payments received and costs incurred.

6. Audits. Contractors, who receive multiple Federal Awards which taken together total over One Million Dollars (\$1,000,000), are required to have a single agency audit in accordance with the Federal Office of Management and Budget, 2 CFR Part 200, Subpart F. A copy of this audit must be forwarded to the County by the auditor as soon as it is complete.

6.1. As applicable, the Contractor shall ensure that both State and Federally-Funded expenditures are displayed separately in the single audit report's "Schedule of Expenditures of Federal Awards (SEFA)". The SEFA should include the Assistance Listing Number (ALN) and Pass-through Identifying Contract Number.

7. Repayment.

7.1. Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, State, or Federal agencies related to activities conducted by Contractor under this Agreement.

7.2. Where unallowable costs have been claimed and reimbursed, they will be refunded to the program that reimbursed the unallowable cost using a cash refund or offset to a subsequent claim.

8. Funding.

8.1. All or part of this Agreement may be paid with Federal awards.

8.2. Federal awards are not for and no funds shall be used for experimental, research, or development (R&D) purposes, within the meaning of 37 CFR Part 401.

8.3. Federally awarded funds must be used in accordance with Federal statutes and regulations. As a pass-through entity, the County is required to provide certain information regarding Federal award(s) to Contractor. County will provide required information regarding the Federal Award upon receipt of funding documents from the funding source.

Federal Award Identification Details

Federal Award Project Description	Promoting Safe and Stable Families
Federal Agency	U. S. DEPARTMENT OF HEALTH AND HUMAN SERVICES ADMINISTRATION FOR CHILDREN AND FAMILIES
Assistant Listing Number	93.556
Federal Award Identification Number (FAIN)	2503CAPKIN
Funding Amount	\$114,000

9. Contractor and its Subcontractor/Vendors shall comply with Governor’s Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as “S.W.A.G.” or “Stuff We All Get.”

10. Budget Allocation.

10.1. Contractor will not exceed the amount budgeted per fiscal year as listed in

11. Budgets. without the prior written consent of County.

11. Budgets.

11.1. Supported Visitation Program

FY 2026-27	
Staff Salaries	145,537
Staff Benefits	26,197
Supplies and Materials	1,500
Staff Mileage / Travel	754
Indirect Costs @ 15%	26,098
<i>Fiscal Year 2026-27 Total</i>	<i>\$200,086</i>
FY 2027-28	
Staff Salaries	145,934
Staff Benefits	26,268
Supplies and Materials	1,500
Staff Mileage / Travel	754
Indirect Costs @ 15%	26,168
<i>Fiscal Year 2027-28 Total</i>	<i>\$200,624</i>
TOTAL AMOUNT NOT TO EXCEED	\$400,710

11.2. Parenting Education - Classes

FY 2026-27	
Staff Salaries	110,882
Staff Benefits	19,959
Supplies and Materials	480
Indirect Costs @ 15%	19,698
<i>Fiscal Year 2026-27 Total</i>	<i>\$151,019</i>
FY 2027-28	
Staff Salaries	110,440
Staff Benefits	19,879
Supplies and Materials	480
Indirect Costs @ 15%	19,620
<i>Fiscal Year 2027-28 Total</i>	<i>\$150,419</i>
TOTAL AMOUNT NOT TO EXCEED	\$301,438

11.3. Parenting Education – In-Home

FY 2026-27	
Staff Salaries	173,933
Staff Benefits	31,308
Supplies and Materials	7,000
Staff Mileage / Travel	11,108
Indirect Costs @ 15%	33,502
<i>Fiscal Year 2026-27 Total</i>	<i>\$256,851</i>
FY 2027-28	
Staff Salaries	168,871
Staff Benefits	30,397
Supplies and Materials	7,000
Staff Mileage / Travel	12,521
Indirect Costs @ 15%	32,818
<i>Fiscal Year 2027-28 Total</i>	<i>\$251,607</i>
TOTAL AMOUNT NOT TO EXCEED	\$508,458

11.4. Resource Assistance

FY 2026-27	
Staff Salaries	90,107
Staff Benefits	16,219
Staff Mileage / Travel	4,147
Direct Client Assistance	15,000
Indirect Costs @ 15%	16,571
<i>Fiscal Year 2026-27 Total</i>	<i>\$142,044</i>
FY 2027-28	
Staff Salaries	94,017
Staff Benefits	16,923
Staff Mileage / Travel	4,147
Direct Client Assistance	15,000
Indirect Costs @ 15%	17,263
<i>Fiscal Year 2027-28 Total</i>	<i>\$147,350</i>
TOTAL AMOUNT NOT TO EXCEED	\$289,394

Exhibit: C - Insurance Requirements

With respect to the performance of work under this Agreement, the Contractor shall maintain, and shall require all subcontractors, consultants, and agents to maintain, insurance as described below, unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive termination or completion of this Agreement.

The County of Sonoma reserves the right, but has no obligation, to review any of the required insurance policies and endorsements. The County's failure to demand evidence of full compliance with these requirements, or failure to identify any deficiency in the provided insurance, shall not relieve the Contractor from, nor be construed as a waiver of, the obligation to maintain all required insurance at all times during the performance of this Agreement.

1. Workers' Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance evidencing coverage meeting the above requirements.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers' Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance written on an occurrence form, no less broad than ISO form CG 00 01 or equivalent. Coverage shall include premises and operations, products and completed operations, contractual liability, and personal and advertising injury.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

- d. **The County of Sonoma, its Officers, Agents and Employees** shall be included as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement by endorsement or under policy language providing automatic coverage to any person or organization required by written contract to be an additional insured.
- e. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by the contracting entity.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance: Certificate of Insurance evidencing coverage meeting the above requirements.

3. Sexual Abuse or Molestation (SAM) Liability

- a. If the Contractor’s scope of work involves direct or incidental contact with minors, dependent adults, or other vulnerable populations, the Contractor shall maintain affirmative coverage for Sexual Abuse or Molestation.

If the General Liability policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

- b. **The County of Sonoma, its Officers, Agents and Employees** shall be included as additional insureds on both the General Liability and, if applicable, Sexual Abuse and Molestation Liability policies with respect to liability arising out of work or operations performed by or on behalf of the Contractor in the performance of this Agreement, by endorsement or under policy language providing automatic coverage to any person or organization required by written contract to be an additional insured.
- c. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by the contracting entity.
- d. Required Evidence of Insurance:
Certificate of Insurance evidencing either of the following:
 - Affirmative Sexual Abuse or Molestation coverage included in the General Liability policy; or
 - A separate Sexual Abuse and Molestation Liability policy meeting the requirements above.

4. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

5. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence. Coverage shall apply to liability arising out of the Contractor's professional acts, errors, or omissions in the performance of services under this Agreement
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

6. Cyber Liability

- a. Minimum Limit: \$2,000,000 per claim per occurrence, \$2,000,000 aggregate.
- b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

7. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

8. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is:
The County of Sonoma, its Officers, Agents and Employees
3600 Westwind Boulevard
Santa Rosa, CA 95403
or pdf to:
contracts@sonomacounty-hsd.gov
- c. Required Evidence of Insurance shall be submitted upon renewal, replacement, or extension of any required policy, and in no event later than the effective date of such renewal, replacement, or extension.
- d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

9. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

10. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

Exhibit D: Assurance of Compliance
ASSURANCE OF COMPLIANCE WITH
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

CONTRACTOR HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Workforce Innovation and Opportunity Act (Public Law 113-128); California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Sections 12960 and 12940 (c), (h) (1), (i), and (j); California Government Code Section 4450; Title 22, California Code of Regulations 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 of the Removal of Barriers to Inter Ethnic Adoption Act of 1996 (California Government Code Section 7290-7299.8); Sonoma County Ordinance 4291, and other applicable federal, state and local laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, 28 CFR Parts 35 & 42, 41 CFR Parts 60 et seq., and 29 CFR Part 38), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex (including pregnancy, childbirth, or related conditions, sexual orientation, gender identity, gender expression, transgender status and sex stereotyping), color, disability, medical condition (including AIDS and/or HIV), national origin (including limited English proficiency), race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Aging or the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, as applicable, will be prohibited.

BY ACCEPTING THIS ASSURANCE, Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized State and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, State shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

Signature

Exhibit E: Additional Federal Requirements

1. Environmental Standards. Contractor shall comply with mandatory state standards and policies related to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy Conservation Act, PL 94-163.

If Contractor receives more than \$150,000 under this Agreement, Contractor shall comply with all applicable federal standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
2. Union Organizing. Funds provided under this Agreement shall not be used to assist, promote, or deter union organizing.
3. Conflict of Interest and Standards of Conduct. Contractor shall disclose to County in writing any potential conflict to County per 2 CFR 200.112 and 2 CFR 200.318(c). Standards of Conduct shall include but is not limited to conflict of economic interest as well as conducting business with relatives (nepotism) or close personal friends and associates.
4. Grievances and Complaint System. Contractor will establish and maintain a grievance and complaint procedure in compliance with all applicable Federal regulations and State statutes, regulations and policies.
5. Prohibition on Certain Telecommunications and Video Surveillance. Contractor is prohibited from obligating or expending these federal funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract to procure or obtain equipment, services, or systems that uses *covered* telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as described in Public Law 115-232, section 889 and 2 CFR 200.216.
6. Whistleblower Protections. Contractor shall comply with 41 U.S.C 4712 and 2 CFR 200.217 and not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities described in 41 U.S.C 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federally-funded contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. Contractor shall inform all its employees in writing, in the predominant native language of the workforce, of the rights and remedies provided under the federal Whistleblower Protection Act, including 41 USC 4712 and 2 CFR 200.217.
7. Internal Controls. Contractor shall establish, document, and maintain effective internal controls over the Federal award as required in 2 CFR 200.303.
8. Procurement Requirements. Contractor shall comply with the [Sonoma County Procurement Thresholds for Goods and Services](#) and the requirements listed in 2 CFR 200.321.

9. Procurement of Recovered Materials. Contractor shall recognize mandatory standards and policies relating to the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, per 2 CFR 200.323.
10. Ukraine- / Russia-Related Sanctions. Contractor shall comply with [federal economic sanctions](#) in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. Failure to comply may result in the termination of contracts or grants, as applicable.
11. Lobbying Certification. If Contractor receives more than \$100,000 under this Agreement, Contractor shall comply with regulations regarding Lobbying by signing Exhibit E-1, Certification Regarding Lobbying.
12. Debarment Certification. Contractor shall comply with the regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I by signing Exhibit E-2, Certification Regarding Debarment.
13. Drug Free Workplace Certification. Contractor shall comply with the government-wide requirements for a drug-free workplace codified at 29 CFR Part 98 and as certified by Contractor in Exhibit E-3.
14. Domestic Production Preference. Contractor should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), as required in 2 CFR 200.322.
15. False Statements. Contractor understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
16. Publications. Any publications produced with funds from this award must display the following language: "This project [is being]/[was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the [Awarding Federal Agency]" .
17. Increasing Seat Belt Use. Contractor should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company owned, rented or personally owned vehicles and should require contractors to do the same.
18. Reduce Text Messaging While Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.
19. Remedies for Non-Compliance. If Contractor fails to comply with any federal law, regulation, or the terms and conditions of this Agreement, fails to meet expected performance goals, or when such measures are otherwise required to comply with federal law and grant funding, County may impose additional special conditions or take additional measures as described in 2 CFR 200.208 or 200.338.

Exhibit E-1: Lobbying Certification

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly.

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

The California Parenting Institute
Grantee/Contractor Organization

Client Support Services
Program/Title

Robin Bowen, Executive Director
Name and Title of Authorized Signatory

Signature

Date

**Exhibit E-2: CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, and OTHER RESPONSIBILITY MATTERS**

By signing this certification, Contractor certifies under penalty of perjury under state and federal laws that Contractor will comply with the regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 180, I that the primary principal, to the best of their knowledge and belief, that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph (b) of this certification, and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Robin Bowen
Name (Typed)

FYC-CPI-CSS-2628
Registration (Contract) No.

Executive Director
Title

The California Parenting Institute
Organization Name

Signature

Date

Exhibit E-3: Certification Regarding Drug Free Workplace

CERTIFICATION

The undersigned hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug free workplace. The undersigned will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - a) The dangers of drug abuse in the workplace;
 - b) The person’s or organization’s policy of maintaining a drug-free workplace;
 - c) Available counseling, rehabilitation and employee assistance programs;
 - d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c) that every employee who works on the proposed contract:
 - a) Will receive a copy of the drug free policy statement, and
 - b) Will agree to abide by the terms of the statement as a condition of employment on the contract.

I hereby swear that I am duly authorized legally to bind this organization to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of the State of California.

The California Parenting Institute
Contractor Organization

Client Support Services
Program/Title

Robin Bowen, Executive Director
Name and Title of Authorized Signatory

Signature

Date

Exhibit I: Confidentiality and Information Security Requirements (PHI)

The level of security will apply to the type and level of data usage by the Contractor. Some provisions may not be applicable.

The purpose of this Exhibit is to set forth Contractor's privacy and security obligations with respect to PI, PII, and PHI that Contractor may create, receive, maintain, use, or disclose for, or on behalf of, County pursuant to this Agreement.

Contractor agrees that the creation, receipt, maintenance, transmittal, and disclosure of data from County containing Protected Health Information (PHI) shall be subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations at [45 CFR Parts 160 and 164](#) (collectively and as used in this Agreement, HIPAA). Contractor agrees to provide the same, or greater, level of protection to County PHI than would be required if Contractor were a Business Associate under HIPAA, regardless of whether Contractor is or is not a Business Associate. If County determines that Contractor is considered a Business Associate, an "Exhibit K: Business Associate Addendum" will be attached and incorporated by reference to this Agreement. Contractor must reasonably safeguard County PI/PII and/or PHI to limit incidental use or disclosure pursuant to an otherwise permitted or required use or disclosure.

Definitions

- "Authorization for Release of Information" shall mean a document signed by Contractor's program participants and/or parents/guardians (as applicable) that complies with all applicable state and federal privacy laws and explains the use of participant data, as well as who will have access to the data.
- "Breach" shall mean a) the unauthorized acquisition, access, use, or disclosure of County PI/PII/PHI in a manner in which comprises the security, confidentiality, or integrity of the information; or b) the same definition of "breach of the security system" set forth in California Civil Code section 1798.29, subdivision (f); or the same as the definition of "breach" set forth in the Health Insurance Portability and Accountability Act Privacy Rule, 45 Code of Federal Regulations 164.402.
- "Business Associate" shall have the same meaning as the term "Business Associate" as set forth in [45 CFR Section 160.103](#).
- "Confidential Information" shall mean information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
- "County PHI" shall have the same meaning as Protected Health Information (PHI) under HIPAA Regulations, specific to PHI under this Agreement.
- "County PI/PII" shall mean Personal Information, including Personally Identifiable Information, as defined below, accessed in a database maintained by the County, received by Contractor from the County, or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of the County. County considers all information about individuals private unless such information is determined to be

a public record or, when applicable, an Authorization for Release of Information is on file and current.

- "Disclosure" shall mean the release, transfer, provision of, access to, or divulging in any manner, information outside the entity holding the information in accordance with [45 CFR Section 160.103](#).
- "HIPAA Regulations" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules set forth at [45 CFR Parts 160 and 164](#).
- "Minimum Necessary" shall mean the minimum amount of PHI necessary for the intended purpose, as set forth at [45 CFR Sections 164.502\(b\)](#) and [164.514\(d\)](#): Standard: Minimum Necessary.
- "Notice-triggering Personal Information" shall mean the personal information identified in [Civil Code section 1798.29\(e\)](#) whose unauthorized access may trigger notification requirements under [Civil Code § 1709.29](#). For purposes of this Exhibit, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.
- "Personal Information" (PI) shall have the meaning given to such term in [California Civil Code § 1798.3\(a\)](#): any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, the individual's name, social security number (SSN), physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual.
- "Personally Identifiable Information" (PII) shall have the meaning given to such term in the Agreement between the Social Security Administration (SSA) and the County, known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency: names, SSNs, addresses, amounts, and other information related to SSA benefits and earnings information.
- "Protected Health Information" (PHI) shall have the meaning of "protected health information" as defined at [45 CFR section 160.103](#). PHI is information that: (i) is created or received by a health care provider, health plan, employer, or health care clearinghouse; (ii) relates to past, present, or future physical or mental health conditions of an individual, or the past, present, or future payment or the provision of payment of individual; and (iii) identifies the individual for which there is a reasonable basis for believing that the information can be used to identify an individual. PHI includes health information in any form, including paper, oral, and electronic (ePHI), that is transmitted or maintained by County or Contractor.
- "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI, PII, or PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal

inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

- "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of County PI/PII/PHI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores County PI/PII/PHI.
- "Sensitive Information" shall mean information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher-than-normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.
- "Use" shall mean, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information in accordance with [45 CFR Section 160.103](#).

Safeguards and Security

Contractor agrees to require all persons under their control to comply with the provisions of Sections [10850](#) and [14100.2](#) of the Welfare and Institutions (W&I) Code, Section [827](#) of the W&I Code and [Division 19](#) of California Department of Social Services Manual of Policy and Procedures, 42 Code of Federal Regulations (CFR) Section [431.300](#), [45 CFR 205.50](#), and HIPAA regulations.

Contractor may use or disclose County PI/PII/PHI only to perform functions, activities or services for or on behalf of the County pursuant to the terms of this Agreement provided that such use or disclosure would not violate HIPAA, State Funding Agreements, or the California Information Practices Act (CIPA) if done by the County.

Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of County PI/PII/PHI including electronic County PI/PII/PHI that it creates, receives, maintains, uses, or transmits on behalf of County. Maintenance of a secure processing environment includes, but is not limited to, the timely application of patches, fixes and updates to operating systems and applications as provided by Contractor and/or its subcontractors or vendors. Contractor agrees to, and shall ensure that its subcontractors or vendors, comply with County's current and future information security policies, standards, procedures, and guidelines.

The Contractor and its employees, agents, subcontractors or vendors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).

- The Contractor and its employees, agents, subcontractors or vendors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.
- The Contractor and its employees, agents, subcontractors or vendors shall promptly transmit to the County Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.
- The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than County without prior written authorization from the County Program Contract Manager, except if disclosure is required by State or Federal law.

Contractor shall develop and maintain a written, HIPAA-compliant information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the security requirements herein. Contractor will provide County with its current policies upon request.

Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PI/PII/PHI, and to protect paper documents containing County PI/PII/PHI. These steps shall include, at a minimum:

- Complying with all the data system security precautions listed in this Exhibit, including all documents incorporated by reference; and
- Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

If the data obtained by Contractor from County data systems includes County PI/PII/PHI, Contractor shall also comply, as applicable, with:

- [California Department of Social Services \(CDSS\) Privacy and Security Agreement MOU 19-6043](#)

Additionally, Contractor agrees to comply with any federal, state or other information security requirements based on the type of data they are creating, accessing, and/or storing.

Contractor will mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of County PI/PII/PHI by Contractor or its subcontractors in violation of this Exhibit.

Contractor will impose the same restrictions and conditions set forth in this Exhibit on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of County PI/PII/PHI to the subcontractor.

Contractor will make PI and PII available to the County for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments,

and orders for production of County PI/PII/PHI. If Contractor receives County PI/PII/PHI, upon request by County, Contractor shall provide County with a list of all employees, subcontractors and agents who have access to County PI/PII/PHI, including employees, subcontractors and agents of its subcontractors and agents.

Contractor will, with respect to County PI/PII/PHI, cooperate with and assist the County to the extent necessary to ensure the County's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of County PI/PII/PHI, correction of errors in County PI/PII/PHI, production of County PI/PII/PHI, disclosure of a security breach involving County PI/PII/PHI and notice of such breach to the affected individual(s).

Breaches and Security Incidents

During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

(1) Notify the County immediately by telephone call plus email, using the contact information below, upon the discovery of a breach of unsecured County PI/PII/PHI in electronic media or in any other media if the PI/PII/PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon discovery of a suspected security incident involving County PI/PII/PHI.

(2) Notify the County within 24 hours (1 hour if SSA data) by telephone call plus email of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of County PI/PII/PHI in violation of this Agreement or this Exhibit, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

Notice shall be provided to the County Privacy and Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic County PI/PII/PHI, notice shall be provided by calling the County Privacy and Security Officer. Notice shall be made using the County "[Privacy Incident Report](#)" form.

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of County PI/PII/PHI, Contractor shall take:

- Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

Contractor is required to immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of County PI/PII/PHI within 72 hours of the discovery. Contractor shall submit an updated "[Privacy Incident Report](#)" containing the information marked with an asterisk and all other

applicable information listed on the form, to the extent known at the time, to the County Privacy and Security Officer.

Contractor will provide a complete report of the investigation to the County Privacy and Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "[Privacy Incident Report](#)" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the County requests information in addition to that listed on the "[Privacy Incident Report](#)" form, Contractor shall make reasonable efforts to provide the County with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the County may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "[Privacy Incident Report](#)" form. The County will review and approve the determination of whether a breach occurred, and individual notifications are required, and the corrective action plan.

If the cause of a breach of County PI/PII/PHI is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, § 1798.29(a) – (d) and as may be required under the IEA. Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The County Privacy and Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The County will provide its review and approval expeditiously and without unreasonable delay. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the County in addition to Contractor, Contractor shall notify the County, and the County and Contractor may take appropriate action to prevent duplicate reporting.

To direct communications to the above referenced County staff, the Contractor shall initiate contact as indicated herein. The County reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

Sonoma County Privacy & Security Officer: 1450 Neotomas Ave. Suite 200, Santa Rosa, CA 95405; 707-565-5703; DHS-Privacy&Security@Sonoma-County.org

Contractor shall designate an individual(s) to oversee its data security program and information privacy program(s) who shall be responsible for carrying out the data security and information privacy requirements of this Agreement and Exhibit I. The individual(s) designated to the above roles may be the same individual so long as they are qualified and able to effectively perform the duties of both designations.

Any individual(s) designated as the Privacy Officer and/or Security Officer, must attend a Basic Privacy Compliance Academy course offered by the Health Care Compliance Association (HCCA) and obtain, within six (6) months of appointment, a "Certified in

Healthcare Privacy Compliance” certification from the Health Care Compliance Association. Certification must be maintained continuously while designated in the role. Alternate training and certification may be considered equivalent if approved at the sole discretion of the County Privacy & Security Officer. Contractor shall report this information via email to the HSD Compliance Manager at jatorres@schsd.org.

Contractor will accommodate and upon reasonable notice by Sonoma County, work with Sonoma County and/or its subcontractors to submit to a random information security audit. This is to ensure that Contractor’s and/or vendor’s information security practices or standards comply with Sonoma County’s information security policies, standards, procedures and guidelines. Contractor shall ensure that its subcontractors or vendors comply with this requirement.

Personnel Controls

Employee Identification and Training: All workforce members who assist in the performance of functions or activities on behalf of the County, or access or disclose County PI/PII/PHI, must wear an identification badge at facilities that contain County PI/PII/PHI and complete information privacy and security training, within thirty (30) days of hire and at least annually thereafter, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member’s name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

Background Check: Before a member of the workforce may access County PI/PII/PHI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member’s background check documentation for a period of three (3) years.

Authorization for Release of Information: Contractor's intake process shall include a procedure for their workforce members to collect a valid Authorization for Release of Information from the participants of the programs and/or services covered by this Agreement, as applicable.

Public Assistance Systems Access Agreement: All persons with access to County PI/PII/PHI data systems must sign a confidentiality/Public Assistance Systems Access Agreement (PASA). This PASA includes a checklist of responsibilities that must be accepted by the workforce member and the PASA must be signed prior to access to County PI/PII/PHI. The PASA must be renewed annually. The Contractor shall retain each person’s PASA for County inspection for a period of six (6) years following termination of this Agreement. The PASA template is available upon request.

Employee Discipline: Contractor shall have an appropriate sanctions procedure to use with workforce members who fail to comply with or violate privacy policies, procedures or any provisions of these requirements, up to and including termination of employment. Contractor agrees to inform all workforce members, agents, and/or partners that those who knowingly and intentionally violate the provisions of this Exhibit may be guilty of a misdemeanor.

Technical Security Controls

As applicable, Contractor will ensure that Contractor's Information Systems comply with the National Institute of Standards (NIST) Security and Privacy controls as outlined in the State of California Office of Information Security, California Department of Technology, State-Defined Security Parameters for NIST SP 800-53 Controls.

Workstation/Laptop/Mobile Device encryption: All workstations and laptops that store or transmit County PI/PII/PHI either directly or temporarily must be encrypted using a FIPS 140-2, or other comparable encryption, certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES), unless it has been determined that such encryption is unreasonable and inappropriate based upon a risk assessment and equivalent alternative measures are in place and documented as such. The encryption solution must be full disk unless approved by the County Privacy and Security Office.

Server Security: Servers containing unencrypted County PI/PII/PHI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

Minimum Necessary: Only the minimum necessary amount of County PI/PII/PHI required to perform necessary business functions may be copied, downloaded, or exported.

Removable media devices: All electronic files that contain County PI/PII/PHI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Mobile Device, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

Antivirus software: All workstations, laptops and other systems that process and/or store County PI/PII/PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

Patch Management: All workstations, laptops and other systems that process and/or store County PI/PII/PHI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.

User IDs and Password Controls: All users must be issued a unique username for accessing County PI/PII/PHI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

Data Destruction: When no longer needed, all County PI/PII/PHI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the County Privacy and Security Office.

System Timeout: The system providing access to County PI/PII/PHI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

Warning Banners: All systems providing access to County PI/PII/PHI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

System Logging: The system must maintain an automated audit trail which can identify the user or system process which initiates a request for County PI/PII/PHI, or which alters County PI/PII/PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If County PI/PII/PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

Access Controls: The system providing access to County PI/PII/PHI must use role-based access controls for all user authentications, enforcing the principle of least privilege.

Transmission encryption: All data transmissions of County PI/PII outside the secure internal network must be encrypted using a FIPS 140-2, or other comparable encryption, certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing County PI/PII/PHI can be encrypted. This requirement pertains to any type of County PI/PII in motion such as website access, file transfer, and E-Mail. County PHI, at rest or in motion, requires the use of FIPS 140-3 encryption.

Intrusion Detection: All systems involved in accessing, holding, transporting, and protecting County PI/PII/PHI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

Audit Controls

System Security Review: Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing County PI/PII/PHI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

Log Reviews: All systems processing and/or storing County PI/PII/PHI must have a routine procedure in place to review system logs for unauthorized access.

Change Control: All systems processing and/or storing County PI/PII/PHI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

Random Audits: Contractor will accommodate and upon reasonable notice by Sonoma County, work with Sonoma County and/or its subcontractors to submit to a random information security audit. This is to ensure that Contractor's and/or vendor's information security practices or standards comply with Sonoma County's information security policies, standards, procedures and guidelines. Contractor shall ensure that its subcontractors or vendors comply with this requirement.

Business Continuity / Disaster Recovery Controls

Emergency Mode Operation Plan: Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of County PI/PII/PHI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

Data Backup Plan: Contractor must have established documented procedures to backup County PI/PII/PHI to maintain retrievable exact copies of County PI/PII/PHI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore County PI/PII/PHI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of County data.

Paper Document Controls

Supervision of Data: County PI/PII/PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. County PI/PII/PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

Escorting Visitors: Visitors to areas where County PI/PII/PHI is contained shall be escorted and County PI/PII/PHI shall be kept out of sight while visitors are in the area.

Confidential Destruction: County PI/PII/PHI must be disposed of through confidential means, such as crosscut shredding and pulverizing.

Removal of Data: Only the minimum necessary County PI/PII/PHI may be removed from the premises of the Contractor except with express written permission of the County. County PI/PII/PHI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of the same Contractor's locations.

Faxing: Faxes containing County PI/PII/PHI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

Mailing: Mailings containing County PI/PII/PHI shall be sealed and secured from damage or inappropriate viewing of such PI/PII/PHI to the extent possible. Mailings which include 500 or more individually identifiable records of County PI/PII/PHI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of the County to use another method is obtained.

Miscellaneous Terms and Conditions

Disclaimer: The County makes no warranty or representation that compliance by Contractor with this Exhibit or compliance with laws and regulations protecting personal Information (PI) or personally identifiable information (PII) will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of the County PI/PII/PHI.

Amendment: The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit 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 federal and state laws and regulations requiring the protection of PI and PII. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of federal and state laws and regulations requiring the protection of PI and PII. The County may terminate this Agreement upon thirty (30) days written notice in the event:

- Contractor does not promptly enter into negotiations to amend this Exhibit when requested by the County pursuant to this section; or
- Contractor does not enter into an amendment providing assurances regarding the safeguarding of County PI/PII/PHI that the County deems necessary to satisfy the standards and requirements of related state and federal laws and regulations.

Judicial or Administrative Proceedings: Contractor will notify the County if it is named as a defendant in a criminal proceeding for a violation of PI or PII security or privacy law. The County may terminate this Agreement if Contractor is found guilty of a violation of related privacy and security laws. The County may terminate this Agreement if a finding or stipulation that the Contractor has violated any standard or requirement of related privacy and security laws, is made in any administrative or civil proceeding in which the Contractor is a party or has been joined. County will consider the nature and seriousness of the violation in deciding whether to terminate the Agreement.

Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to the County at no cost to the County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the County, its directors, officers or employees based upon claimed violation of information security regulations, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.

No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than the County or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with federal and state laws and regulations requiring the protection of County PI/PII/PHI. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations requiring the protection of PI and PII.

Conflict: In case of a conflict between any applicable privacy or security rules, laws, regulations or standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to County PI/PII/PHI from unauthorized disclosure. Further, Contractor must comply within a reasonable period with changes to these standards that occur after the effective date of this Agreement. Examples of laws that provide additional and/or stricter privacy protections to certain types of County PI/PII/PHI, include, but are not limited to, the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

Regulatory References: A reference in the terms and conditions of this Exhibit to a section in federal and state laws and regulations requiring the protection of PI, PII, and/or PHI means the section as in effect or as amended.

No Waiver of Obligations: No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Audits, Inspection and Enforcement: From time to time, and subject to all applicable federal and state privacy and security laws and regulations, the County may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit. The fact that the County inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit. The County's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the County's enforcement rights under this Agreement, including this Exhibit.

Due Diligence: Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit.

Term: The Term of this Exhibit shall extend beyond the termination of the Agreement and shall terminate when all County PI/PII/PHI is destroyed or returned to the County, in accordance with federal and state laws and regulations requiring the protection, retention, and destruction of PI and PII. If return or destruction is not feasible,

Contractor shall notify the County of the conditions that make the return or destruction infeasible, and the County and Contractor shall determine the terms and conditions under which Contractor may retain the County PI/PII/PHI. Contractor shall continue to extend the protections of this Exhibit to such County PI/PII/PHI and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to County PI/PII/PHI that is in the possession of subcontractors or agents of Contractor.

Specific HSD Data System Information and Contacts

- **Family, Youth and Children Services Division**

CWS/CMS: Kerry Stokes at stokeka@sonomacounty-hsd.gov

Apricot for FY&C: FYCServiceReferrals@sonomacounty-hsd.gov