

Standard Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of May 21, 2024, ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Data In Action, LLC (dba DNA Global) (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified consulting firm, with expertise in the evaluation of criminal justice and human services programs, and experienced in the preparation of evaluation processes and reports; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Contractor for evaluation of criminal justice system programs.

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

A G R E E M E N T

1. Scope of Services.

- 1.1 Contractor's Specified Services. Contractor shall perform the services described in "Exhibit A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), 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.
- 1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.
- 1.3 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.

- 1.4 Assigned Personnel. All provisions of the Agreement shall apply to any employee, subcontractor, consultant, or other agent that is engaged in services related to this Agreement subsequent to the Effective Date of this Agreement. Contractor hereto shall not assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the county, and no such transfer shall be of any force or effect whatsoever unless County shall have so consented.
- a. Contractor shall assign only competent personnel to perform work hereunder. 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 hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
 - b. 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.
 - c. 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.
 - d. All persons assigned to perform services under this Agreement on behalf of Contractor are subject to background investigations performed by or under the direction of the Probation Department.
 - e. All persons assigned to perform services under this Agreement on behalf of the Contractor must comply with the requirements of the Prison Rape Elimination Act of 2003 (PREA) and Probation Department policies regarding PREA.
 - f. Contractor shall notify the County in writing within 30 days of any change in personnel holding the positions of Executive Director or Financial Director within its organization. Contractor's failure to comply with the provisions of this Section shall be deemed a material breach of this Agreement and may result in a loss of funding and/or contract termination.
 - g. All persons assigned to perform services under this Agreement on behalf of Contractor shall submit certification of appropriate training to deliver proprietary programming.

1.5 Access to County Facilities. Contractor shall be permitted access to County facilities for the purpose of performing the services required under this Agreement, pursuant to explicit prior authorization provided by applicable Department heads or designees. Contractor shall ensure that persons not otherwise authorized to perform services hereunder do not enter the facilities with Contractor. Contractor agrees to comply with all County policies and procedures, and any directives issued by County staff, relating to safety and security while performing services in the facilities. Contractor staff must comply with requirements in Consultants Specified Security Clearance Requirements And Procedures "Exhibit D" for access to County Jail facilities. The background clearance procedure described in Exhibit D shall satisfy the background investigation requirement in Article 1, section 1.4 d.

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B, provided, however, that total payments to Contractor shall not exceed \$334,000 during the term of this Agreement or \$576,000, including two additional optional one-year terms should County exercise those terms without the prior written approval of County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. 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.

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.

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 May 21, 2024, to June 30, 2027, unless terminated earlier in accordance with the provisions of Article 4 below. County has the option to extend the term of this Agreement two (2) times for a period of one (1) year per extension at the same terms and conditions as set forth herein. If County exercises its options to extend this Agreement, it shall increase the rates as set forth in Exhibit B.

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 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 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 reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement 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.

4.4 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 reimbursable expenses properly 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 Section 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.

4.5 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 Chief Probation Officer, 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 Community Corrections Partnership members, and to indemnify, hold harmless, and release County and Community Corrections Partnership members, their 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 and Community Corrections Partnership members 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 concurrent or contributory negligence on County and Community Corrections Partnership members' part, but to the extent required by law, excluding liability due to County and Community Corrections Partnership members' conduct. County and Community Corrections Partnership members shall have the right to select their legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. 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, 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. Confidentiality Requirements. Contractor and its directors, officers, employees, agents, and subcontractors shall ensure that:

9.1 All records concerning any individual or client made or kept in connection with the administration of any provision of the services provided by this Agreement shall be confidential, and shall not be open to examination for any purpose not directly connected with the administration of the services provided here, except as requested in writing by County or as required by law.

9.2 No person shall publish, disclose, use, permit, or cause to be published, disclosed, or used any confidential or identifying information pertaining to any individual or client that is obtained in connection with the administration of any provision of the services provided by this Agreement, except as requested in writing by County or as required by law.

9.3 Contractor and its officers, employees, agents or subcontractors, shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Contractor gives notice to the Probation Department of such court order or subpoena prior to compliance.

9.4 Contractor will comply with the terms of the Business Associate Addendum, attached to this Agreement as Exhibit E and incorporated herein, the Data Use Agreement, attached to this Agreement as Exhibit F and incorporated herein, and the Data Sharing Agreement as Exhibit G incorporated herein, to be updated as needed.

9.5 Contractor will comply with the requirements of 42 C.F.R. section 2.53 if Contractor requires access to alcohol and drug abuse patient records for purposes of performing evaluation services under this Agreement.

9.6 Access to Criminal Offender Record Information (CORI). “Criminal offender record information” is defined by Penal Code §§ 11075 and 13102 as “records and data compiled by criminal justice agencies for purposes of identifying criminal offenders and of maintaining as to each such offender a summary of arrests, pretrial proceedings, the nature and disposition of criminal charges, sentencing, incarceration, rehabilitation, and release.” Penal Code § 11076 provides that “criminal offender record information shall be disseminated, whether directly or through any intermediary, only to such agencies as are, or may subsequently be, authorized access to such records by statute.” *See also* Cal. Pen. Code § 13201. As “criminal justice agencies” defined under 11 CCR § 701(a) and Penal Code § 13101, the Sonoma County Probation and Sheriff’s Office are affirmatively authorized to the release of CORI, including State and Local Summary Criminal History Information, and California Law Enforcement Telecommunications System (“CLETS”), as needed in the course of their duties pursuant to Penal Code §§ 11076, 11105, 13300 and 15150, et seq. The Probation and the Sheriff’s Office, in accordance with the California Department of Justice (DOJ) “CLETS

Policies, Practices, and Procedures,” section 1.8.3.A.4, require that all persons, including volunteers and private vendor personnel, with access or potential access to CORI, including, but not limited to, information from CLETS, local County records, and the Integrated Justice System (IJS), shall receive CORI/CLETS training from a certified CLETS/National Crime Information Center (NCIC) trainer. As access, or potential access to CORI, can be in the form of hardcopy documentation, verbal communication, or other forms of information sharing, and volunteers and contract staff may have access to facilities where CORI is created, stored, handled or discussed, Contractor shall ensure that all employees, agents, volunteers and subcontractors complete CORI/CLETS training prior to accessing CORI under this agreement. CORI/CLETS training, which will include laws, policies, and consequences regarding access to, and use of, criminal offender record information, will be provided by the Probation Department or the Sheriff’s Office.

9.7 Contractor shall assure that all employees, agents, volunteers, and subcontractors that have not received CORI/CLETS training complete CORI/CLETS Training. As part of the CORI training, contractor employees, agents, volunteers and subcontract personnel will be required to sign a CLETS Employee/Volunteer Statement Form (Exhibit H).

9.7.1 Use of County Data/Information. Contractor staff assigned to this contract may have access to County information systems. County requires Contractor staff to read, sign acknowledgment of receipt, and comply with Sonoma County Administrative Policy 9.2 Information Technology Use and Security Policy Manual (https://sonomacounty.ca.gov/Main%20County%20Site/Administrative%20Support%20%26%20Fiscal%20Services/HR/Employee%20Resources/Administrative%20Policy%20Manual/9-2%20IT%20Use%20and%20Security%20Policy/IT-Use-Security-Policy-Manual_Final.pdf). Contractor shall require its staff assigned to this contract to read said policy and sign the acknowledgement of its receipt. Contractor shall maintain documentation of compliance with the requirement to read and acknowledge receipt of the policy and shall require its staff assigned to this contract to comply with said policy.

10. Content Online Accessibility. County policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

10.1 Standards. All contractors responsible for preparing content intended for use or publication on a County-managed or County-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), the County’s Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>, and the County’s Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.

10.2 Alternate Format: When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Contractor shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such

deliverables. Contractor agrees to cooperate with County staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s), e.g. embedding the document with alt-tags that describe complex data/tables.

10.3 Noncompliant Materials; Obligation to Cure. Remediation of any materials that do not comply with County's Web Site Accessibility Policy shall be the responsibility of Contractor. If County, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any County-managed or County-funded Web site does not comply with County Accessibility Standards, County will promptly inform Contractor in writing. Upon such notice, Contractor shall, without charge to County, repair or replace the non-compliant materials within such period of time as specified by County in writing. If the required repair or replacement is not completed within the time specified, County shall have the right to do any or all of the following, without prejudice to County's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 4; and/or
- c. In the case of custom EIT developed by Contractor for County, County may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all expenses incurred by County in connection with such changes or repairs.

11. Representations of Contractor.

11.1 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.

11.2 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 is not to be considered an agent or employee of County 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.

11.3 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

11.4 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.

11.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

11.6 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.

11.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply 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.

11.8 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 because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other 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.

11.9 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.

11.10 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

11.11 Ownership of Work Product. All reports, drawings, graphics, plans, and studies, in their final form and 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. Contractor shall deliver such materials to County upon request in their final form and format. Such materials shall be and will remain the property of County without restriction or limitation. Document drafts, notes, and emails of the Contractor and Contractor's subcontractors, consultants, and other agents shall remain the property of those persons or entities.

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

12. 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.

13. 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.

14. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO COUNTY	TO CONTRACTOR
Probation Administration Sonoma County Probation Department 600 Administration Drive #104J Santa Rosa, CA 95403 SCPD-AdultServices@sonoma-county.org	DNA Global Dr. Sonia Jain, Founder and Principal 3099 Griffon Street, E. Danville, CA 94506 510-612-1795 sjain@datainaction.org

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (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, bills and payments 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.

15. Miscellaneous Provisions.

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

15.6 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.

15.7 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.

15.8. 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.

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

15.10. 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 E-SIGN 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 duly executed this Agreement as of the Agreement Effective Date.

CONTRACTOR: DNA GLOBAL

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE
REVIEWED, ON FILE, AND
AGREEMENT APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: 
Sonia Jain (May 27, 2024 09:03 PDT)

By: *Vanessa Fuchs*

Name: Sonia Jain

Name: Vanessa Fuchs

Title: Principal

Title: Chief Probation Officer

Date: May 27, 2024

Date: May 28, 2024

EXHIBIT A SCOPE OF WORK

Introduction

This Exhibit A outlines Contractor's responsibilities in conducting evaluations for the Sonoma County Community Corrections Partnership (CCP) and Probation Department (Probation). These evaluations are crucial for assessing program effectiveness, identifying areas for improvement, and informing decision-making processes.

Project Approach

Contractor will collaborate closely with Probation, the CCP, and other relevant stakeholders as requested by Probation to develop an annual statement of work, a detailed evaluation plan for each evaluation activity, and execution of comprehensive evaluation activities.

Annual Statement of Work: At the outset and for each subsequent year of contracted services, Contractor will work with Probation to develop an annual statement of work, including activities, timelines, and budget, subject to approval by the CCP and County.

Evaluation Plans: Contractor will work closely with Probation and the CCP Data and Evaluation Subcommittee, which shall serve as the project steering committee, to develop an evaluation plan for each evaluation activity undertaken. Evaluation plans must include the following:

1. A summary of research informing program design and expected outcomes;
2. The questions that the evaluation will answer;
3. Analytical methods used to answer the questions;
4. Challenges and limitations and how these will be addressed;
5. Data required for the analysis and a data collection plan (including updating Exhibit G (Data Sharing Agreement) as needed); and
6. Provisions for the protection of the subjects of the data.

Execution of Evaluation Activities: Contractor will carry out evaluation activities in execution of evaluation plans on the timeline agreed in the statement of work, including data collection and processing, analysis, a draft findings document and presentation for project team and steering committee review, a full evaluation report to be shared with the public, and presentations of findings and recommendations to the steering committee and project sponsors, as well as other interested stakeholders as requested by Probation. All final documents and presentations must meet County's accessibility requirements for online posting.

Inclusive and Participatory Evaluation

As requested by Probation, Contractor will engage with a diverse range of stakeholders, including County Departments, community-based providers, and service recipients impacted by the program, to ensure that evaluation plans address the priorities of key stakeholders. This inclusive approach will involve aligning outcome measures with County data collection

EXHIBIT A SCOPE OF WORK

processes and systems, fostering agreement on success criteria, and defining key metrics such as recidivism in collaboration with relevant parties.

Developmental Evaluation

The evaluation plan will incorporate an iterative design, allowing for real-time adjustments to remain responsive to evolving priorities. As requested by Probation, Contractor will regularly consult with Probation, project teams, steering committees, and the CCP to reassess evaluation activities in light of emerging findings and changing priorities. This approach ensures that evaluations adapt and align with County's goals throughout the process.

Support for Continuous Improvement and Sustainability

Contractor's approach will emphasize data-driven decision-making and stakeholder engagement to foster continuous improvement and sustainability of County programs. This approach includes providing coaching and technical assistance on data collection, management, evaluation methodologies, and data utilization strategies tailored to the needs of County's programs. By building capacity within County departments, Contractor will support ongoing program improvement and long-term sustainability.

Evaluation Activities for the Community Corrections Partnership

The above requirements provide general direction for Contractor's evaluation activities. Contractor will focus on evaluation activities prioritized by the CCP:

1. Local validation of the Static Risk Assessment and Offender Needs Assessment used for classification and case planning for people under Probation supervision;
2. Race and gender disparities analysis, comparing proportions of race and gender groups at key justice system decision points;
3. Process and outcome evaluation of new substance use disorder services at Probation's Day Reporting Center once the program has been in operation long enough to be evaluated;
4. Implementation assessment of Probation's behavior response system;
5. Evaluation and planning to identify and address disparities related to race, gender, and mental health status in program engagement and outcomes; and
6. Examination of the effectiveness of electronic monitoring over time in supporting arrest-free behavior and court appearance.

Coordination and Collaboration with the Community Corrections Partnership:

Evaluation activities will be coordinated between Contractor and County, including Project Teams identified for each evaluation activity. Project Teams consist of subject matter experts from system partner agencies, and will meet regularly with Contractor to assist with coordination of evaluation activities and interpretation of results. The CCP Data Management and Evaluation Subcommittee, composed of representatives of criminal justice system partner agencies, will serve as the Steering Committee for the project, meeting regularly with Contractor to inform evaluation efforts and track progress. The CCP is the project sponsor. The CCP will make funding decisions annually for Contractor's evaluation services. Probation will provide staff time to

EXHIBIT A
SCOPE OF WORK

manage the evaluation contract and provide project leadership in close collaboration with Contractor.

Additional Work

Subject to agreement between the County and Contractor, the agreement may be amended to include additional evaluation services for programs and interventions that serve criminal justice populations in Sonoma County, but are not funded by AB 109, depending on local need and readiness to undertake the work. Depending on the nature and scope of the additional evaluation activities, project governance may differ from that of the AB 109 evaluation project described in the preceding paragraph. To the extent possible these additional evaluation efforts will complement AB 109 evaluation efforts, supporting the highest priority of evaluating AB 109-funded programs and interventions.

EXHIBIT B
FEE SCHEDULE

1. OVERVIEW

This Exhibit B describes County's payments to Contractor for services provided under this Agreement, as well as allowable charges and required documentation from Contractor. Contractor will charge County according to Table A, provided that total charges will not exceed \$102,280 in FY 24-25 or \$102,280 plus the applicable rate adjustment (described below) in future years.

2. FISCAL RESPONSIBILITIES

2.1. The total amount to be paid to Contractor under the terms of this Agreement will not exceed the amount stated in Article 2 of this agreement.

2.2. Contractor understands and accepts its obligation to establish and maintain documentation of all funds issued.

2.3. Contractor must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other source. No supplanting of program financing is permitted.

2.4. 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.

2.5. Contractor will maintain a financial management system that ensures control over the use of funds in accordance with generally accepted accounting principles.

3. INVOICING AND REPORTING

3.1 Contractor will submit an invoice along with a monthly cost report (Table B) to Probation detailing the funds expended. As requested by County, Contractor will divide invoice among multiple invoices to comply with the requirements of multiple funding sources.

3.2 Individual line-item costs may exceed the amounts in Table A by up to 10 percent provided that total costs do not exceed the budget. Line-item costs exceeding 10 percent of the budget require justification and an approved budget modification from Probation.

3.3 Contractor will submit an invoice along with a monthly cost report (Table B) to Probation detailing the funds expended. As requested by County, Contractor will divide invoice among multiple invoices. For example, to comply with the requirements of its funding sources, County might request that case management costs up to a certain level be on one invoice and costs beyond that level on a separate invoice.

3.4 Contractor will not charge County or participants for any other costs or fees unless County provides prior written approval. If County approves other charges, invoices detailing the charges and copies of receipts for reimbursable expenses must accompany payment requests. In addition to the provisions of Article 2 of this Agreement, Contractor's invoices will provide

**EXHIBIT B
FEE SCHEDULE**

the following information: an accounting report showing each position charged for along with hours and dates charged, hourly rate, benefits charges, and total charge.

Expense	Rate	Notes
PERSONNEL/SUBCONTRACTOR		
Director of Evaluation/Lead	\$200/hour	
Evaluation Manager	\$30/hour	
Research Assistants	\$22/hour	
Data Analysts	\$35/hour	
Senior Researcher	\$50/hour	
Field Staff/Data Collectors (Bilingual, lived experience; hire locally)	\$20/hour	
Senior Consultants	Up to \$5,000/month	Requires written pre-approval from County
Graphic designer/AI-Tech/Apps	Up to \$4,000/year	
TRAVEL		
Travel to in-person meetings	Charged at hourly rate above, up to \$3,000/year	
Mileage	\$0.56/mile	Not to exceed 500 miles/month
Conferences	Up to \$2,000/conference	Requires written pre-approval from County
OTHER DIRECT COSTS		
Postage/Phone/Internet	Up to \$3,000/year	Requires receipts
Supplies and Materials	Up to \$2,000/year	Requires receipts
Other (Tech, Apps, Software)	Up to \$1,000/year	Requires receipts
INDIRECT COSTS		
Overhead	10% of direct costs	

Table A: FY 24-25 Fee Schedule

**EXHIBIT B
FEE SCHEDULE**

MONTHLY COST REPORT

	Line Item Description	Contract Budget	Current Month Expended	Prior YTD Expended	Percent Expended	Contract Balance
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
	TOTAL EXPENDITURES					

Authorized Signature and Title

Date

All costs and benefits shall have supporting documentation including, but not limited to, staff time sheets and vendor invoices. These records must be available for review during fiscal monitoring.

Table B: Monthly Cost Report

4. RATE ADJUSTMENTS

- Except as described in Section 2 below, for services provided after the first year of this Agreement, County will change the rates set forth in this fee schedule by the annual rate of change of the Consumer Price Index for the San Francisco Metropolitan Statistical Area, as indicated in the “Fiscal Year Averages” table, using the latest observed (not forecasted) consumer price data available as of the first day of the following year. This information appears in the State of California Department of Finance website (<https://dof.ca.gov/forecasting/economics/economic-indicators/inflation/>). If this data source is not available, County will use comparable data, such as from the United States Department of Labor. Annually, County and Contractor will agree to rates in writing at least 30 days before taking effect.

If the Index decreases from one year to the next; County will not reduce Contractor’s rates. However, upon subsequent increases, rates will increase only to the extent that they exceed the Index value before the decrease. Example:

	Year 1	Year 2	Year 3	Year 4	Year 5
Consumer Price Index	100	103	98	102	104
Contractor Rate	\$50.00	\$51.50	\$51.50	\$51.50	\$52.00

EXHIBIT B
FEE SCHEDULE

In this example, the Year 2 rate increases by 3%, proportional to the Index. In Year 3, the Index decreases but Contractor rate does not. In Year 4, the Index is still below the Year 2 value; therefore, the rate does not increase. In Year 5, the Index increases again, and the rate increases by approximately 1%, proportional to the change from Year 2 to Year 5.

2. County will change the rates as described in Section 1 above unless an underlying funding source or budget will not accommodate such change. In the example below, assume that in Year 2, County did not have funding to support a rate increase. Upon resolving the underlying cause of a non-rate increase in Year 2, County restored Contractor's rate in Year 3 to the then prevailing Index. However, County will not retroactively restore any previously withheld rate increases.

	Year 1	Year 2	Year 3
Consumer Price Index	100	103	104
Contractor Rate	\$50.00	\$50.00	\$52.00

EXHIBIT C
INSURANCE REQUIREMENTS

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other 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 this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a.** Required if Consultant 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.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant 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 on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- 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 Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d.** County of Sonoma, its Officers, Agents, and Employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e.** The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f.** The policy definition of "insured contract" shall include assumptions of liability arising

EXHIBIT C
INSURANCE REQUIREMENTS

- 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. 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.
7. Documentation
- a. The Certificate of Insurance must include the following reference: Sonoma County Probation Department
 - b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant 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.
 - c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents and Employees
Attn: Probation Department
600 Administration Drive, Room 104-
J Santa Rosa, CA 95403
Email: SCPD-AdultServices@sonoma-county.org
 - d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
 - e. Consultant 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.
 - f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.
8. Policy Obligations
Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
9. Material Breach
If Consultant 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 Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

EXHIBIT D
Consultants Specified Security Clearance Requirements and Procedures

1. Consultant must submit a list of employees who will be working in the Main Adult Detention Facility (MADF) and the North County Detention Facility (NCDF), hereinafter “detention facilities,” to the designated Sonoma County Sheriff’s Office (SCSO) representative at least two weeks in advance of entry to allow time for background security checks to be completed. In exigent circumstances, exceptions will be reviewed and approved on a case-by-case basis. For purposes of clarification, all staff employed by, or under contract to Consultant, who provides services within the detention facilities, shall be referred to as Consultant Workers.
2. Consultant shall provide the full name, date of birth, driver license, social security number, and a physical description of all Consultant Workers who will require access to the detention facilities, to the designated Detention Representative, for the purposes of identification and to conduct the background security checks.
3. All Consultant Workers must receive security clearance from the designated Detention Representative prior to being permitted access to detention facilities; Consultant Workers with prior felony convictions, extensive criminal histories, recent convictions, or any pending charges may be denied entrance into the detention facilities.
4. All Consultant Workers submitted for clearance shall be checked for outstanding warrants. Any active warrants attributed to Consultant Workers may result in the arrest of the subject.
5. No Consultant Worker under 18 years of age shall be admitted to the detention facilities.
6. Consultant Workers who have in their possession firearms, explosives, or any other weapon, as defined under Penal Code Section 171b, shall not be allowed to enter the detention facilities, and may be subject to arrest.
7. Consultant Workers who have in their possession alcoholic beverages will not be allowed to enter the detention facilities, and may be subject to arrest.
8. Consultant Workers under the influence of drugs or alcoholic beverages will not be allowed to enter the detention facilities, and may be subject to arrest.
9. Umbrellas, picket knives, scissors, metal nail filers, or other objects that could be used as weapons are not allowed within the secure perimeter of the detention facilities, with the exception of tools required to install, remove or repair the equipment the Consultant Worker is authorized to service.
10. Consultant Workers entering the detention facilities shall not give anything to any inmate nor shall they take anything from any inmate without prior approval from authorized detention staff.
11. No smoking is permitted within the detention facilities. Consultant Workers may not bring any tobacco products into the detention facilities.
12. Consultant Workers entering the detention facilities shall not loan, exchange, borrow, do favors for, or enter into any business transactions with any inmate.
13. Consultant Workers shall not talk to any inmate without prior approval by authorized detention staff.

EXHIBIT D
Consultants Specified Security Clearance Requirements and Procedures

14. Consultant Workers will proceed directly to their designated work areas within the detention facilities. Anyone found loitering in unauthorized areas may be escorted from the facilities and may have his/her security clearance revoked.
15. For the safety of all persons, the SCSO does not allow any inmate to escape in exchange for the release of hostages. All means will be used to ensure the safe release of hostages, with the exception of giving hostage takers weapons or additional hostages, or allowing hostage takers to escape.
16. Detention staff are responsible for security. If directed by authorized detention staff to take any action (leave the area, secure tools, etc.), all Consultant Workers are required to immediately comply, without question.
17. Tools may be inventoried prior to entering the detention facilities, and again upon leaving the facilities. Only tools required to complete the specified work may be brought into the facilities. All tools must be secured before leaving the work area.
18. All Consultant Workers must attend a security briefing session before they are authorized to work unescorted, inside the detention facilities.
19. Consultant and all Consultant Workers who provide services under the agreement shall comply with all other SCSO detention facilities security procedures and protocols, and other security measures deemed necessary by the SCSO.

EXHIBIT E
Business Associate Addendum

BUSINESS ASSOCIATE ADDENDUM

TO THE

STANDARD PROFESSIONAL SERVICES AGREEMENT

BETWEEN

COUNTY OF SONOMA

AND

Data In Action, LLC (dba DNA Global)

This Business Associate Addendum (“Addendum”) supplements and is made a part of the Standard Professional Services Agreement (“Agreement”) by and between County of Sonoma (“County”) and Data In Action, LLC (dba DNA Global) (“Business Associate”).

RECITALS

WHEREAS, County is a Hybrid Entity as defined under 45 CFR Section 164.504;

WHEREAS, Data In Action, LLC (dba DNA Global) is a Business Associate as defined under 45 CFR Section 160.103;

WHEREAS, County wishes to disclose certain information to Business Associate pursuant to the terms of the Addendum, some of which may constitute Protected Health Information (“PHI”); including electronic Protected Health Information (“ePHI”);

WHEREAS, County and Business Associate intend to protect the privacy and provide for the security of PHI, including ePHI, disclosed to Business Associate pursuant to the Addendum in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (“the HIPAA Regulations”) and other applicable laws; and

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule requires County to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Section 164.502(e) and 164.504(e) of the Code of Federal Regulations (“CFR”) and contained in the Addendum.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

EXHIBIT E
Business Associate Addendum

1. Definitions. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the HIPAA Regulations. Protected Health Information (PHI) includes electronic Protected Health Information (ePHI).

- a. Breach shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. Business Associate shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. Data Aggregation shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- d. Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. Electronic Protected Health Information or ePHI means Protected Health Information that is maintained in or transmitted by electronic media.
- f. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- g. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- h. Protected Health Information or PHI means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- i. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- j. Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

- a. **Use of Protected Health Information.** Except as otherwise provided in this Addendum, Business Associate, shall use and/or disclose PHI only as necessary to perform functions, activities or services, documented in the Professional Services Agreement for Consulting

EXHIBIT E
Business Associate Addendum

Services, of which this Addendum is part, for or on behalf of County, as specified in this Addendum, provided that such use does not violate the HIPAA Regulations. The uses of PHI may not exceed the limitations applicable to County under the HIPAA Regulations. Business Associate shall not use PHI other than as permitted or required by this Addendum, or as required by law.

- b. Safeguarding Protected Health Information.** Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI created, received, maintained or transmitted on behalf of County.
1. **Transmission of Electronic Data - Encryption Requirements.** All PHI transmitted to Business Associate by County; and/or for or on behalf of County by Business Associate; and/or to County by Business Associate shall be provided or transmitted in a manner which renders such PHI unusable, unreadable or indecipherable to unauthorized persons, through the use of a technology or methodology by the Security Rule and the HITECH Act.
- c. Reporting Improper Use or Disclosure.** Within twenty-four (24) hours of discovery, Business Associate shall report in writing to County any use or disclosure of PHI not provided for by this Addendum or otherwise in violation of the HIPAA Regulations.
- d. Notification of Breach.** During the term of the Agreement, Business Associate shall notify County within twenty-four (24) hours of discovery of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- e. Agents and Subcontractors of Business Associate.** To the extent that Business Associate uses any agent, including a subcontractor, to which Business Associate provides PHI received from, created, maintained or received by Business Associate on behalf of County, Business Associate shall execute an agreement with such agent or contractor containing requirement to ensure compliance with the same restrictions and conditions that apply through this Addendum to Business Associate with respect to PHI.
- f. Access to Protected Health Information.** At the request of County, and in the time and manner designated by County, Business Associate shall provide access to PHI in Designated Record Set to an Individual or County to meet the requirements of 45 CFR section 164.524. If Business Associate maintains an Electronic health Record, Business Associate shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

EXHIBIT E
Business Associate Addendum

- g. Amendments to Designated Record Set.** Business Associate shall make any amendment(s) to PHI in a Designated Record Set that County directs or at the request of the Individual, and in the time and manner designated by County in accordance with 45 CFR section 164.526.
- h. Documentation of Uses and Disclosures:** Business Associate shall document disclosures of PHI and information related to such disclosures as would be required by County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR section 164.528.
- i. Accounting of Disclosure.** Business Associate shall provide to County or an Individual, in the time and manner designated by County, information required to provide an accounting of disclosures to enable County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c). Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement.
- j. Records Available to County, State and Secretary.** Business Associate shall make available internal practices, books and records related to the use, disclosure and privacy protection of PHI received from County, or created, maintained or received by Business Associate on behalf of County, to the County, State, or to the Secretary of the United States Department of Health and Human Services for the purposes of investigating or auditing Business Associate's compliance with the HIPAA Regulations, in the time and manner designated by County, State or Secretary.
- k. Destruction of Protected Health Information.** Upon termination of this Addendum for any reason, Business Associate shall:
- a. Return all PHI received from County, created, maintained or received by Business Associate on behalf of County and required to be retained by the HIPAA regulations; or
 - b. At the discretion of County, return or destroy all other PHI received from County, or created, maintained or received on behalf of County by Business Associate on behalf of County. Business Associate shall certify in writing that such PHI has been destroyed.
 - c. In the event Business Associate determines that returning or destroying PHI is not feasible, Business Associate shall provide County notification of the conditions that make return or destruction not feasible. Unless County agrees that return or destruction is not feasible, Business Associate shall return or destroy PHI per this Addendum. If County agrees that the return or destruction of PHI is not feasible, Business Associate shall extend protections of this Addendum to such PHI and

EXHIBIT E
Business Associate Addendum

limit further use and disclosure of such PHI for so long as Business Associate or its agents or subcontractors maintain such PHI.

- l. Amendments to Addendum.** No amendment of this Addendum shall be effective unless and until such amendment is evidenced by a writing signed by the parties. County and Business Associate agree to take such action as is necessary to amend this Addendum as required for County to comply with the requirements of the HIPAA Regulations. However, any provision required by HIPAA Regulations to be in this Addendum, shall bind the parties whether or not provided for in this Addendum.

- m. Data Aggregation.** Business Associate may provide data aggregation services related to the health care operations of County.

- n. Material Breach.** A breach by Business Associate or any of its agents or subcontractors of any provision of this Addendum, as determined by County, shall constitute a material breach of the Addendum and shall provide grounds for immediate termination of the Addendum.

- o. Termination of Addendum.** If Business Associate should fail to perform any of its obligations hereunder, or materially breach any of the terms of this Addendum, County may terminate this Addendum immediately upon provision of notice to Contractor stating the reason for such termination. County, within its sole discretion, may elect to give Business Associate an opportunity to cure such breach.

- p. State Confidentiality Laws.** Business Associate shall comply with state laws to extent that such state confidentiality laws are not preempted by HIPAA or the HITECH Act.

Vanessa Fuchs

Vanessa Fuchs
Deputy Probation Officer

May 28, 2024

Date


Sonia Jain (May 27, 2024 09:03 PDT)

Sonia Jain, DrPH
Founder & Principal
DNA Global, LLC

May 27, 2024

Date

EXHIBIT F
Data Use Agreement

DATA USE AGREEMENT

BETWEEN

COUNTY OF SONOMA

AND

Data In Action, LLC (dba DNA Global)

RECITALS

WHEREAS, County (“County”) is a Hybrid Entity as defined under 45 CFR Section 164.504;

WHEREAS, Data In Action, LLC (dba DNA Global) is a Recipient (“Recipient”) of a Limited Data Set as defined under 45 CFR Section 164.514(e);

WHEREAS, County wishes to disclose certain information to Recipient pursuant to the terms of this Data Use Agreement (“Agreement”);

WHEREAS, County and Recipient agree to protect the privacy and provide for the security of Limited Data Set information disclosed to Recipient pursuant to this Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (“the HIPAA Regulations”) and other applicable laws; and

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule requires County to enter into an Agreement containing specific requirements prior to the disclosure of Limited Data Set information, as set forth in, Title 45, Section 164.514(e) of the Code of Federal Regulations (“CFR”) and contained in this Agreement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations.

2. **Restrictions on Use and Disclosure of Limited Data Set.** Recipient may use or disclose Limited Data Set information to perform functions, activities or services limited to research, public health and health care operations of the County, only as specified in this Agreement, or as required by law. Permitted use and disclosure is limited to the following: Process and outcome data in the form of a limited dataset for the Public Safety Realignment Evaluation project for which Data In Action, LLC (dba DNA Global) has been contracted by Sonoma County. The purpose of the Public Safety Realignment project is to evaluate the implementation and effectiveness of criminal justice programs and interventions applied with realigned and other adult offenders.

EXHIBIT F
Data Use Agreement

3. **Safeguarding Protected Health Information.** Recipient shall use appropriate safeguards to prevent use or disclosure of Limited Data Set information other than as provided for by this Agreement. Recipient shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Limited Data Set information created, received, maintained or transmitted by Recipient.
4. **Improper Use or Disclosure.** Recipient is prohibited from any use or further disclosure of Limited Data Set information in any manner that would violate the HIPAA Privacy Rule or this Agreement. Recipient is prohibited from identifying the individuals that are the subject of the Limited Data Set information. Recipients are also prohibited from using Limited Data Set information to contact individuals that are the subject of said information. Within one (1) business day of discovery, Recipient shall report in writing to County any use or disclosure prohibited by or not provided for by this Agreement.
5. **Agents and Subcontractors of Business Associate.** Recipient shall ensure that any agent, including a subcontractor, to which Recipient provides Limited Data Set information, shall comply with the same restrictions and conditions that apply through this Agreement to Recipient.
6. **Destruction of Limited Data Set Information.** Upon termination of this Agreement for any reason, Recipient shall destroy all Limited Data Set information received from County. Recipient shall certify in writing that such Limited Data Set information has been destroyed.
7. **Reasonable Steps to Cure.** If County knows of a material breach, County shall require Recipient to take reasonable steps to cure such breach. If efforts to cure such breach are unsuccessful, County shall terminate this Agreement and report the breach by Recipient or any of its agents or subcontractors to the Secretary.

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

County

Recipient

By: Vanessa Fuchs

By:  Sonia Jain (May 27, 2024 09:03 PDT)

Vanessa Fuchs

Print Name: Sonia Jain DrPH

Title: Deputy Probation Officer

Title: Founder & Principal

DNA Global, LLC

Date: May 28, 2024

Date: May 27, 2024

EXHIBIT G
Data Sharing Agreement

Data Sharing Agreement
Between
County of Sonoma
And
Data In Action, LLC (dba DNA Global)

Data In Action, LLC (dba DNA Global) (Consultant) and County of Sonoma (County) agree to the following terms and conditions relating to the use of data obtained from County for purposes of conducting evaluation of juvenile programs and services.

1. Data requested by Consultant will be provided by County to the extent possible within resource constraints, and depending on the availability of the data and authority to release the data under applicable California and Federal laws.
2. Data will be treated as private and confidential. Data will not be copied, reproduced or furnished, in any way, to sources outside the Consultant without prior written permission of County. Data shall not be furnished to any other agency or individual unless permission is first received from County and the third party executes a separate Data Confidentiality/Security Agreement.
3. Data provided by County will be de-identified in a manner deemed by County to sufficiently mitigate the risk of reconstruction of included subjects' identity. Data containing, or which could lead to, the identification of specific research subjects is strictly confidential and shall not be disclosed in any manner.
4. Any and all reports produced utilizing data obtained under this agreement will reflect only summary level information based on analysis of the detailed data and shall not contain individual names or other identifying information of any study subjects, nor shall information be reported in such a manner as to allow for identification of individual study subjects.
5. Data shall only be used for program evaluation purposes as defined in Exhibit A – Scope Of Work of the Agreement to which this Exhibit is attached.
6. All data provided to Consultant shall be maintained securely. All electronic, hard copy and data contained on data disks shall be maintained in a locked environment accessible only to the Consultant's researchers and other parties authorized first by County.
7. The transfer of data shall be by secure means. Data containing identifying information shall be transferred via an encrypted email service approved by County.
8. All data located in computer files shall be password protected with access limited to the researcher or other parties authorized by County.

EXHIBIT G
Data Sharing Agreement

9. All case-level data files provided to Consultant and case-level sub-files created for analysis purposes will be permanently purged from Consultant's computers, backup storage and transfer media one year upon conclusion of Consultant's performance of services under the agreement to which this exhibit is attached, or at the request of County.

Data Elements to Be Provided to Consultant: *[To be completed and updated as needed]*

County

Recipient

By: Vanessa Fuchs

By:  Sonia Jain (May 27, 2024 09:03 PDT)

Vanessa Fuchs

Print Name: Sonia Jain DrPH

Title: Deputy Probation Officer

Title: Founder & Principal

DNA Global, LLC

Date: May 28, 2024

Date: May 27, 2024

EXHIBIT H
Volunteer Statement Form

USE OF INFORMATION FROM THE CALIFORNIA LAW ENFORCEMENT
TELECOMMUNICATIONS SYSTEM (CLETS) AND THE DEPARTMENT OF MOTOR VEHICLES
RECORD INFORMATION

As an employee/volunteer of Data In Action, LLC (dba DNA Global) , you may have access to confidential criminal records, the Department of Motor Vehicle records or other criminal justice information, much of which is controlled by statute. All information from the CLETS is based on the “need-to-know” and the “right-to-know” basis. The misuse of such information may adversely affect an individual’s civil rights and violates the law and/or CLETS policies.

Penal Code (PC) section 502 prescribes the penalties relating to computer crimes. PC sections 11105, 13202 and 13300 identify who has access to state and local summary criminal history information and under which circumstances it may be released. PC sections 11141-11143 and 13302-13304 prescribe penalties for misuse of state and local summary criminal history information. Government Code section 6200 prescribes the felony penalties for misuse of public records and information from the CLETS. California Vehicle Code section 1808.45 prescribes the penalties relating to misuse of the Department of Motor Vehicle record information. PC sections 11142 and 13303 state:

“Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor.”

Any employee/volunteer who is responsible for the CLETS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF ALL INFORMATION FROM THE CLETS.


Sonia Jain (May 27, 2024 09:03 PDT)

Dr. Sonia Jain

Signature

Print Name

May 27, 2024

Date

DNA Global 063027

Final Audit Report

2024-05-28

Created:	2024-05-24
By:	Kim Scannell (Kim.Scannell@sonoma-county.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHflvixqsgSGNuNbiNnemKeWSf2jADW8_

"DNA Global 063027" History

-  Document created by Kim Scannell (Kim.Scannell@sonoma-county.org)
2024-05-24 - 9:56:21 PM GMT- IP address: 209.77.204.154
-  Document emailed to sjain@datainaction.org for signature
2024-05-24 - 9:59:36 PM GMT
-  Email viewed by sjain@datainaction.org
2024-05-24 - 10:07:43 PM GMT- IP address: 107.116.89.95
-  Signer sjain@datainaction.org entered name at signing as Sonia Jain
2024-05-27 - 4:03:40 PM GMT- IP address: 76.133.240.25
-  Document e-signed by Sonia Jain (sjain@datainaction.org)
Signature Date: 2024-05-27 - 4:03:42 PM GMT - Time Source: server- IP address: 76.133.240.25
-  Document emailed to Vanessa Fuchs (Vanessa.Fuchs@sonoma-county.org) for signature
2024-05-27 - 4:03:43 PM GMT
-  Email viewed by Vanessa Fuchs (Vanessa.Fuchs@sonoma-county.org)
2024-05-28 - 3:38:47 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Vanessa Fuchs (Vanessa.Fuchs@sonoma-county.org)
Signature Date: 2024-05-28 - 3:39:41 PM GMT - Time Source: server- IP address: 209.77.204.154
-  Agreement completed.
2024-05-28 - 3:39:41 PM GMT