

**AGREEMENT FOR SERVICES #9269**  
Friday Night Live Services

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**THIS AGREEMENT** is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Gold Trail Union School District, a public agency, duly qualified to conduct business in the State of California, whose principal place of business is 1575 Old Ranch Road, Placerville, California 95667 (hereinafter referred to as "School District");

**RECITALS**

**WHEREAS**, the County of El Dorado Health and Human Services Agency (HHSA) has an agreement with the Tulare County Superintendent of Schools for the provision of Friday Night Live (FNL) and Club Live (CL) programs within El Dorado County;

**WHEREAS**, the County desires to have CL services for student participation;

**WHEREAS**, the purpose of CL programs is to prevent alcohol and drug use among junior high/middle school students through development of action-oriented chapters in which positive activities are planned and implemented by young people working together with adults;

**WHEREAS**, School District has agreed to perform CL programs in El Dorado County specified school(s) on behalf of the County;

**WHEREAS**, School District has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I, Scope of Services; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state, and local laws;

**WHEREAS**, County has determined that the provision of such services provided by School District are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

**NOW, THEREFORE**, County and School District mutually agree as follows:

**ARTICLE I**

**Scope of Services:**

A. School District Responsibilities:

1. School District agrees to furnish the personnel and equipment necessary to implement and manage the Club Live (CL) programs at the designated sites by supporting existing chapters at the following sites:
  - a. Gold Trail School
2. School District shall demonstrate efforts to meet FNL Program Integrity Review (PIR) requirements and standards which include:
  - a. Utilize a youth development framework that aligns with guidelines outlined in Exhibit A marked “Standards of Practice and Core Components” incorporated herein and made by reference a part hereof.
  - b. Demonstrate program fidelity through branding and promotional efforts.
  - c. Implementation of an alcohol, tobacco, or other drug (ATOD) prevention-related project as part of the program’s activities.
3. Data Collection and Reporting:
  - a. School District shall collect data and report chapter activities on a monthly basis, submitting reports no later than the fifth (5th) day of each month. The annual report shall be submitted via email by July 5<sup>th</sup>, the fifth (5th) day following the conclusion of each fiscal year to: El Dorado County Substance Use Disorder Services (SUDS) – Prevention Program [edcprevention@edcgov.us](mailto:edcprevention@edcgov.us).
  - b. All reports shall be in accordance with Exhibit B marked “Friday Night Live/Club Live/FNL Mentoring Advisor Monthly and Annual Report Form,” incorporated herein and made by reference a part hereof.
  - c. School District shall respond to requests for data or other information to support County administrative requirements to the California Friday Night Live Partnership (CFNLP).
  - d. Maintain verifiable records for all expenditures related to the program.
  - e. At the end of each Fiscal Year provide an end-of-year summary report detailing project activities, participant demographics, lessons learned and successes.

**B. County Responsibilities:**

1. County will provide technical assistance to support the successful implementation of School District responsibilities.
2. County will submit FNL and CL data to the state as required.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period upon execution through June 30, 2026.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, County agrees to pay School District upon the satisfactory completion and County’s acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County’s receipt and approval of invoices identifying the services rendered. For services provided herein, Provider shall submit one invoice and annual report per project year due by the fifth (5<sup>th</sup>) day after the end of each fiscal year. All monthly reporting must be up to date for payment to be approved.

**A. Rates:** For the purposes of this Agreement, all costs associated with this Agreement will be reimbursed based on actual costs expended.

Mileage and travel (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) will be reimbursed for services performed by School District or any authorized subcontractor. Reimbursement for mileage, travel, and/or per diem expenses for School District and subcontractors, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy available at <https://www.eldoradocounty.ca.gov/files/assets/county/v/1/documents/government/bos/bos-documents/policies/section-d/d-1-travel-policy-amended-10-22-19.pdf> at the time the mileage and/or travel expenses are incurred. There shall be no markups allowed on mileage rates and/or travel expenses for School District or for any subcontractor. Any reimbursements for mileage and/or travel expenses will only be made if such expenses are approved in writing by County's Contract Administrator.

- B. **Invoices:** It is a requirement of this Agreement that School District shall submit an original invoice, similar in content and format with the Health and Human Services Agency (HHS) invoice template linked online at <https://ElDoradoCounty.ca.gov/HHS-Contractor-Resources>, and shall reference this Agreement number on their faces.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i><b>Email (preferred method):</b></i>	<i><b>U.S. Mail:</b></i>
<p><a href="mailto:BHinvoice@edcgov.us">BHinvoice@edcgov.us</a>  Please include in the subject line:  "Contract #, Service Month or Year,  Description / Program</p>	<p>County of El Dorado  Health and Human Services Agency  Attn: Finance Unit  3057 Briw Road, Suite B  Placerville, CA 95667-5321</p>

or to such other location or email as County directs.

**Supplemental Invoices:** For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services, previously disallowed services, or inadvertently not submitted services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered. Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by County after July 31st of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31st of the subsequent year, must be submitted in writing, and must be approved by the Health and Human Services Agency's Chief Fiscal Officer.

Upon request from County's Contract Administrator, School District shall submit audited financial reports specific to this Agreement within forty-five (45) days of County request. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards.

In the event that School District fails to deliver, in the format specified, the deliverables and reports required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or reports are received, or proceed as set forth below in the Article titled "Default, Termination, and Cancellation," herein.

- C. **Allowable Costs:** Funding shall be used for any allowable program expenses that include but are not limited to:
1. Materials and Supplies
  2. Travel, Conference, Mileage & Meeting Expenses
  3. FNL/CL/FNLM Branded Items/Materials
  4. Copying and Duplicating
  5. Stipends
  6. Gift Cards
- D. **Disallowed Costs:** The School District shall use funds provided under this Agreement only for the purposes specified in this Agreement. Funding shall not be used for the following non-allowable expenses.
1. Personnel wages, salaries, benefits, etc., or other overhead expenses.
  2. Equipment purchases or lease
  3. Food, food preparation costs, or candy

#### ARTICLE IV

**Maximum Obligation:** The maximum obligation for services and deliverables provided under this Agreement shall not exceed:

Amount Per Fiscal Year (FY)*		
FY 24-25	FY 25-26	Total Not-To-Exceed
\$1,285.00	\$1,285.00	\$2,570.00
<b>Maximum Obligation:</b>		<b>\$2,570.00</b>

\*The County Fiscal Year begins July 1 and ends June 30 of the follow year.

The above table represents the composition of the total not-to-exceed budget for this Agreement. Contingent upon written County Contract Administrator, and Chief Fiscal Officer, or their designee(s) approval, County may reallocate the funding listed herein, as needed, among service types and fiscal years, based on funding availability. Any such change will be provided to School District via written notice in accordance with the Article titled "Notice to Parties."

In no event shall the total maximum contractual obligation of the Agreement be exceeded. Further, School District is responsible for managing their Maximum Annual Contractual Obligation and Provider holds the County harmless for any over-spending of the Maximum Annual Contractual Obligation by Service Category.

#### ARTICLE V

##### **Audits, Compliance, and Monitoring:**

- A. School District shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
- B. Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. School District's receiving a Contract Monitoring Survey shall, within thirty (30) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. ~~For~~ requested follow up compliance documentation

within sixty (60) days may result in the withholding of payment from the School District until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the School District be deemed insufficient or inaccurate.

- C. All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.
- D. Upon notification of an exception or finding of non-compliance, the School District shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with the Article titled "Default, Termination, and Cancellation."
- E. Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

## **ARTICLE VI**

### **Nondiscrimination:**

- A. County may require School District's services on projects involving funding from various state and/or federal agencies, and as a consequence, School District shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: School District and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; School District shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. School District and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, School District shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. School District's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.
- D. School District shall comply with Exhibit C, marked "Contractor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs," incorporated herein and made by reference a part hereof. School District shall acknowledge compliance by signing and returning Exhibit C upon request by County.

## **ARTICLE VII**

**Taxes:** School District certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes, or fees owed by School District to County. School District agrees that it shall not default on any obligations to County during the term of this Agreement.

## **ARTICLE VIII**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **ARTICLE IX**

**School District to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and School District, and School District may perform similar work or services for others. However, School District shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with School District's responsibilities or hinder School District's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

## **ARTICLE X**

**Confidentiality:** School District shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. School District, and all School District's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Contract Administrator for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

## **ARTICLE XI**

**Health Insurance Portability and Accountability Act (HIPAA) Compliance:** As a condition of School District performing services for County, School District shall execute Exhibit D, marked "HIPAA Business Associate Agreement," incorporated herein and made by reference a part hereof.

## **ARTICLE XII**

**Assignment and Delegation:** School District is engaged by County for its unique qualifications and skills as well as those of its personnel. School District shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

In the event School District receives written consent to subcontract services under this Agreement, School District is required to ensure subcontractor remains in compliance with the terms and conditions of this Agreement. In addition, School District is required to monitor subcontractor's compliance with said terms and conditions and provide written evidence of monitoring to County upon request.

## **ARTICLE XIII**

**Independent School District:** The parties intend that an independent School District relationship will be created by this contract. School District is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. School District exclusively assumes responsibility for acts of its employees, agents,

affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by School District. Those persons will be entirely and exclusively under the direction, supervision, and control of School District.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which School District performs the work or services for accomplishing the results. School District understands and agrees that School District lacks the authority to bind County or incur any obligations on behalf of County.

School District, including any subcontractor or employees of School District, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. School District shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes School District. School District shall not be subject to the work schedules or vacation periods that apply to County employees.

School District shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that School District provides for its employees.

School District acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and School District shall not make any agreements or representations on the County's behalf.

#### **ARTICLE XIV**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the County's Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE XV**

**Audit by California State Auditor:** School District acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, School District shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE XVI**

### **Default, Termination, and Cancellation:**

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision; and
  2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and School District shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
2. County shall pay School District the sum due to School District under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due School District under this Agreement and the balance, if any, shall be paid to School District upon demand.
3. County may require School District to transfer title and deliver to County any completed work under the Agreement.

The following will be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
2. A representation or warranty made by School District in this Agreement proves to have been false or misleading in any respect.



3. School District fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  4. A violation of the Article titled "Conflict of Interest."
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of School District.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event School District ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination, in accordance with the Article titled "Notice to Parties." If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to School District, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, School District shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

## ARTICLE XVII

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
Health and Human Services Agency  
3057 Briw Road, Suite B  
Placerville, CA 95667  
ATTN: Contracts Unit  
Email: [hhsa-contracts@edcgov.us](mailto:hhsa-contracts@edcgov.us)

with a copy to:

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent  
Email: [procon@edcgov.us](mailto:procon@edcgov.us)

or to such other location or email as the County directs.

Notices to School District shall be addressed as follows:

GOLD TRAIL UNION SCHOOL DISTRICT  
1575 Old Ranch Road  
Placerville, CA 95997  
ATTN: Aidan Harte  
[aharte@gtusd.org](mailto:aharte@gtusd.org)

or to such other location or email as the School District directs.

#### **ARTICLE XVIII**

**Change of Address:** In the event of a change in address for School District 's principal place of business, School District's Agent for Service of Process, or Notices to School District, School District shall notify County in writing pursuant to the provisions contained herein above under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XIX**

**Indemnity:** To the fullest extent permitted by law, School District shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of School District or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of School District to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of School District are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

#### **ARTICLE XX**

**Insurance:** School District shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of School District as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the School District in the performance of the Agreement.
- D. In the event School District is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. School District shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. School District agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, School District agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and School District agrees that no work or services shall be performed prior to the giving of such approval. In the event the School District fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
  - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The School District's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the School District's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the School District shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. School District's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

- N. In the event School District cannot provide an occurrence policy, School District shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of County.

## **ARTICLE XXI**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
- B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, “cause that is beyond its control” includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

## **ARTICLE XXII**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

## **ARTICLE XXIII**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for School District and performing work for County and who are considered to be a School District within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County’s Conflict of Interest Code. County’s Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County’s Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

School District covenants that during the term of this Agreement neither it, or any officer or employee of the School District, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.

- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If School District becomes aware of a conflict of interest related to this Agreement, School District shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled “Default, Termination and Cancellation.”

#### **ARTICLE XXIV**

**California Residency (Form 590):** If School District is a California resident, School Districts must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The School District shall be required to submit a Form 590 prior to execution of an Agreement or County will withhold seven (7) percent of each payment made to the School District during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XXV**

**County Payee Data Record Form:** All independent School Districts or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

#### **ARTICLE XXVI**

**County Business License:** County’s Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. School District warrants and represents that it shall comply with all of the requirements of County’s Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

#### **ARTICLE XXVII**

**Licenses:** School District hereby represents and warrants that School District and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for School District and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. School District and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

#### **ARTICLE XXVIII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Salina Drennan, Program Manager, Substance Use Disorder Services, Health and Human Services Agency (HHSA), or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, County Contract Administrator’s Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHSA Administration shall provide the School District with the name, title and email for this designee via notification in accordance with the Article titled “Notice to Parties” herein.

#### **ARTICLE XXIX**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

#### **ARTICLE XXX**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

#### **ARTICLE XXXI**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

#### **ARTICLE XXXII**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **ARTICLE XXXIII**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

#### **ARTICLE XXXIV**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

#### **ARTICLE XXXV**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_  
Salina Drennan  
Alcohol and Drug Program Division Manager  
Health and Human Services Agency

Dated: \_\_\_\_\_

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_  
Olivia Byron-Cooper, MPH  
Director  
Health and Human Services Agency

Dated: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Purchasing Agent  
Chief Administrative Office  
"County"

**-- GOLD TRAIL UNION SCHOOL DISTRICT --**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Keri Phillips  
Superintendent  
"School District"



Tulare County Superintendent of Schools Funding Agreement #250193  
County of El Dorado Funding Agreement #8805  
Friday Night Live Services



## FRIDAY NIGHT LIVE STANDARDS OF PRACTICE

- **A Safe Environment**
  - Physical Safety – to feel safe physically, free from the risk of harm.
  - Emotional Safety – to feel safe emotionally, to feel like they can be who they are.
- **Opportunities for Community Engagement**
  - Knowledge of Community – to learn about their community and its resources.
  - Interaction / Interface with the Community – to interact and work with community members.
  - Communication with the Community – to communicate about the program or youth issues.
  - Contribution to the Community – to give back and serve the community.
- **Opportunities for Leadership & Advocacy**
  - Decision-Making and Governance – to participate in decision-making and occupy leadership roles, such as staff or board roles.
  - Youth Voice – to learn to express their opinions constructively and to hear those of others.
  - Action – to take action on issues or projects they care about outside of the program – in the community, at school.
- **Opportunities to Build Caring & Meaningful Relationships with Peers & Adults**
  - Peer Knowledge – to learn about their peers and build relationships with them.
  - Adult Knowledge / Guidance – to learn about the adult staff and build relationships with them.
  - Emotional Support – to feel supported emotionally by others in the program.
  - Practical Support – to feel like their practical needs are met by adult staff.
  - Sense of Belonging – to feel like they belong, like they matter to the group and its success.
- **Opportunities to Engage in Interesting & Relevant Skill Development Activities**
  - Specific Skills – to develop and build specific skills through program activities.
  - Challenging and Interesting Activities – to engage in interesting and challenging activities.

## FRIDAY NIGHT LIVE CORE COMPONENTS

The components characterize elements within all Friday Night Live Programs and how they implement prevention programming that reflects youth development best practices. The components define how FNL groups are formed, what services we provide, and how we connect to the community.

- **Chapters**

Chapters describe a group of committed young people and at least one adult ally working together. Chapters provide Skill Development, Opportunities, and Outreach through ongoing partnerships at local sites.

- **Opportunities**

Opportunities are any safe environment or avenue in which youth and adults accomplish a project or task in partnership, with shared power and ownership.

- **Outreach**

Outreach engages youth, adults, and systems in building the partnerships that create positive and healthy youth development.

- **Skill Development**

Skill Development occurs in purposeful activities and opportunities that promote or result in building skills, mastery, resiliency, and core competencies.

**Gold Trail Union School District  
Exhibit B**

**Friday Night Live/Club Live/FNL Mentoring Advisor Monthly and Annual Report Form**

**Friday Night Live/Club Live Advisor Monthly Report Form**

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**Advisor Information**

- **Club Site Name:** \_\_\_\_\_ **Advisor Name:** \_\_\_\_\_
- **Report Month:** \_\_\_\_\_ **Report Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

*(Reports must be submitted by the 5<sup>th</sup> of each month for the prior month)*

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**Section 1: Monthly Meeting Report**

**1. Number of Youth Attended**

- **Total youth attended this month:** \_\_\_\_\_
- **New youth attendees this month:** \_\_\_\_\_

New Youth Attendee Demographic Data Only		
Gender	Male	#
	Female	#
	Non-Binary/Other	#
Race	Black or African American	#
	White	#
	Asian	#
	Native American or Alaska Native	#
	Native Hawaiian or Pacific Islander	#
	Other	#
Ethnicity	Hispanic or Latino	#
	Non-Hispanic or Latino	#
Age Range	Under 10	#
	10-13	#
	14-17	#
	18+	#

**2. Number of Meetings and/or Activities Held**

- For the report month, how many meetings/activities were held? \_\_\_\_\_

**3. Narrative on ATOD (Alcohol, Tobacco, and Other Drugs) Project** (*Attach additional pages as needed*) (*Provide a brief description of your club's progress, activities, and any challenges*)

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**4. Technical Assistance Needs**

- Does your club site need any technical assistance to support the program?
  - ☐ Yes
  - ☐ No
  - If **Yes**, please specify your needs:

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**5. Attachments**

- Are all meeting logs and agendas for this period attached?
  - ☐ Yes
  - ☐ No (Please explain): \_\_\_\_\_

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**Advisor Signature**

- Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_
- Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Please submit this report to [edcprevention@edcgov.us](mailto:edcprevention@edcgov.us) by 5:00 PM on the 5<sup>th</sup> of each month.

**Attachment B-1**  
**Friday Night Live/Club Live Advisor Annual Report Form**

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**Advisor Information**

- **Club Site Name:** \_\_\_\_\_
- **Advisor Name:** \_\_\_\_\_
- **Reporting Period: Fiscal Year** \_\_\_\_\_
- **Report Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Reports must be submitted by July 5<sup>th</sup> for previous Fiscal Year)

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**Annual Report**

1. **Project Summary** (*Attach additional pages as needed*)
  - Describe the project completed this year, including objectives, outcomes, and any highlights or areas for improvement:

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2. **Total Meetings and/or Activities for the Year**
  - Number of meetings/activities held this year: \_\_\_\_\_

3. **Final ATOD Project Status** (*Attach additional pages as needed*)

- Provide a summary of the final status of your ATOD project:

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**Advisor Signature**

- Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_
- Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Please submit the annual report to [edcprevention@edcgov.us](mailto:edcprevention@edcgov.us)

**Gold Trail Union School District**  
**Exhibit C**  
**School District Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs**

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HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; 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; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], 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, color, disability, medical condition, national origin, 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 GIVE 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 SCHOOL DISTRICT 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 Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, School District 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 CDSS 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, CDSS 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 the School District directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

\_\_\_\_\_  
Date

\_\_\_\_\_  
School District Signature

\_\_\_\_\_  
Address of School District

**Gold Trail Union School District  
Exhibit D  
HIPAA Business Associate Agreement**

This Business Associate Agreement is made part of the base contract (“Underlying Agreement”) to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the “Effective Date”).

**R E C I T A L S**

**WHEREAS**, County and School District (hereinafter referred to as Business Associate (“BA”) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“EPHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement;

**WHEREAS**, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time;

**WHEREAS**, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103;

**WHEREAS**, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103;

**WHEREAS**, “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

**WHEREAS**, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

**WHEREAS**, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

- I. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
- II. Scope of Use and Disclosure by BA of County Disclosed PHI
  - A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
  - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
    - 1. Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
    - 2. disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
    - 3. Disclose PHI as necessary for BA's operations only if:
      - a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
        - (1) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and
        - (2) The third party will immediately notify BA of any breaches of confidentiality of PHI to the extent it has obtained knowledge of such breach.
    - 4. Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
    - 5. Not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
    - 6. De-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
  - C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.
- III. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
  - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with Title 45 of the Code of Federal Regulations, Part 160 and Part 164, Subparts A and C (the "HIPAA Privacy Rule" and the "HIPAA Security Rule") in effect or as may be amended, including but not limited to 45 CFR 164.308,



164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.

- B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- C. Report to County in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
- D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.

IV. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:

- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
- B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
- C. To assist the County in meeting its disclosure accounting under HIPAA:
  - 1. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subSchool Districts for at least six (6) years prior to the request. However, accounting of disclosure from 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. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

2. Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
  - D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary"), BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.
- V. Obligations of County.
- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
  - B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
  - C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.
  - D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
  - E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.
- VI. Term and Termination.
- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  - B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
    1. Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
    2. Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
    3. If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
  - C. Effect of Termination.
    1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy

all PHI that BA or its agents or subSchool Districts still maintain in any form, and shall retain no copies of such PHI.

2. In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

VII. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subSchool Districts, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subSchool Districts, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business

Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

- VIII. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
- IX. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
- X. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- XI. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

### Approval and Signatures

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Keri Phillips  
Superintendent  
Gold Trail Union School District  
"BA Representative"

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Salina Drennan  
Alcohol and Drug Program Division Manager  
El Dorado County Health and Human Services Agency (HHSA)  
"HHSA Representative"