

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM TO INDEPENDENT ALLIANCE AGREEMENT

THIS ADDENDUM is entered into by and between **Fort Bend County**, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas on behalf of the **Fort Bend County Behavioral Health Services Department** (“FBCBHS”), and **Alliance for Strong Families and Communities, Inc.** (hereinafter “Alliance”), a not-for-profit corporation in the State of Delaware, (collectively referred herein as the “Parties”).

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the Independent Alliance Agreement (dated April 26, 2021), attached as Exhibit 1, and incorporated by reference.

This Addendum and the Independent Alliance Agreement (including Exhibit A - Description of Services and Exhibit B - Independent Alliance Confidentiality Agreement) are incorporated into each other and, when read together, shall constitute one integrated document (the “Agreement”). Any inconsistency, conflict, or ambiguity between or among this Addendum and the Independent Alliance Agreement shall be resolved by giving precedence and effect first to this Addendum, then to the Independent Alliance Agreement.

By Execution of this Addendum, the Parties expressly agree that this Addendum is a material change from the attached Exhibit 1 – Independent Alliance Agreement, and is approved and accepted by the parties regardless of any language to the contrary.

WHEREAS, the Parties do mutually agree to the following changes which are incorporated as if a part of the original Agreement:

1. **Confidential Information.** Alliance expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Alliance shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

2. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Alliance for any reason are hereby deleted.
3. **Conflict.** All terms and conditions of the Agreement not modified herein shall remain in full force and effect and for the term of this agreement. If there is a conflict between this Addendum and any prior executed document, the provisions of this Addendum shall prevail to the extent of the conflict.
4. **Agreement to Not Boycott Israel Chapter 2270 Texas Government Code.** By signature below, Alliance verifies that Alliance does not boycott Israel and will not boycott Israel during the term of this Agreement.
5. **Texas Government Code Section 2251.152 Acknowledgement.** By signature below, Alliance represents pursuant to Section 2252.152 of the Texas Government Code, that Alliance is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
6. **Resolution Against Human Trafficking.** By signature below, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County Funds will be used in support of services or activities that violate human trafficking laws.

{EXECUTION PAGE FOLLOWS}

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

FORT BEND COUNTY

ALLIANCE FOR STRONG FAMILIES
AND COMMUNITIES, INC.

KP George, County Judge

Authorized Agent- Signature

Date

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 0.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

EXHIBIT 1: Independent Contractor Agreement with
Exhibit A – Description of Services and
Exhibit B – Independent Contractor Confidentiality Agreement

EXHIBIT 1

INDEPENDENT CONTRACTOR AGREEMENT

Section I Parties to the Agreement

The agreement (the "Agreement"), dated as of April 26, 2021 (the "Effective Date") reflects all of the terms and understandings between the Alliance for Strong Families and Communities, Inc., a not-for-profit corporation incorporated in the State of Delaware, and Fort Bend County Behavioral Health Services ("Independent Contractor").

Section II Intent of Agreement

Alliance for Strong Families and Communities, Inc. and Independent Contractor agree to contract each with the other for the purposes of providing the Services as set forth herein below.

Section III Scope of Work and Responsibilities

Independent Contractor will provide the services set forth on Exhibit A (the "Services").

Independent Contractor shall control the detail, manner, and method of performing the services listed above. It is understood, however, that all services shall be subject to review by the Alliance for Strong Families and Communities, Inc. Independent Contractor shall provide all of the equipment needed to perform the services. Independent Contractor shall act as an independent contractor only, and shall have no authority whatsoever to act as the agent of Alliance for Strong Families and Communities, Inc. and shall have no authority to, and shall not, enter into any agreements or incur any liabilities on behalf of Alliance for Strong Families and Communities, Inc., or otherwise contractually bind or obligate Alliance for Strong Families and Communities, Inc. in any way, or hold himself/herself out as having the authority to do so. Independent Contractor shall not provide any services to or on behalf of Alliance for Strong Families and Communities, Inc. other than pursuant to this Agreement.

Section IV Term of this Agreement

The Agreement shall be effective for a period of two (2) years effective for a period of two years beginning April 2021 and concluding June 2023, unless Agreement is terminated in accordance with Section XIV. At the end of this term, the parties will enter into a subsequent Independent Contractor Agreement if the Independent Contractors services are requested and if the parties mutually agree.

Section V Contact Officer/Notices

Communications regarding these Agreements should be made through the Contact Officer.

For Alliance for Strong Families and Communities, Inc.:

Ruby Goyal-Carkeek
Senior Vice President, Programs and Services
648 N. Plankinton Ave.,
Suite 425
Milwaukee, WI 53203
(212) 871-1054

For Independent Contractor:

The Contact Officer for Alliance for Strong Families and Communities, Inc. will authorize the approval of deliverables on behalf of Alliance for Strong Families and Communities, Inc.

All notices required by or made under the terms of Agreement shall be in writing and shall be sent to the Contact Officer at the above stated address.

Section VI Relationship

It is expressly acknowledged that Independent Contractor shall be and act solely as an independent contractor, not as an employee, and it is expressly intended that nothing herein or otherwise shall operate or be construed as creating the relationship of employer/employee, agent, partners, joint ventures or any other relationship whatsoever.

Section VII Compensation and Withholdings

Independent Contractor shall render professional services set forth in Section III of this Agreement for which Alliance for Strong Families and Communities, Inc. will compensate Independent Contractor at the flat fee/other specified payment schedule of: The first payment will be sent within 14 days of receipt by the Alliance of the signed Agreement from Fort Bend County Behavioral Health Services. The amount of the first payment will be \$25,000 and will cover year one of the proposed budget as specified in the organization's application and approved by the Alliance. The second payment of \$25,000 to cover year two of the proposed budget as approved by the Alliance will be issued in May 2022.

Independent Contractor shall establish his/her own schedule. Notwithstanding this, however, Independent Contractor shall comply with appropriate timelines for the scope of work and projects provided for herein above as a condition to receive compensation therefor. Independent Contractor acknowledges and agrees that: (1) Alliance for Strong Families and Communities, Inc. shall not make any withholdings for any income, social security, or other taxes for any monies paid pursuant to this Agreement; (2) Alliance for Strong Families and Communities, Inc. shall report to the appropriate government authorities on the appropriate Form 1099 all monies paid pursuant to this Agreement; and (3) Independent Contractor shall have the sole and exclusive responsibility for the payment of any and all federal, state, and local income, social security, and other taxes arising out of any monies paid pursuant to this Agreement.

Section VIII Updates

Independent Contractor agrees, as deemed appropriate or as requested by Alliance for Strong Families and Communities, Inc., to submit from time to time such written or oral reports, programs, conclusions, recommendations, and other material with respect to the Independent Contractor's work plans, progress, or results relating to the services listed in Section III.

Section IX Benefits

Independent Contractor acknowledges that he/she is not eligible to participate in any of Alliance for Strong Families and Communities, Inc. employee benefit plans within the meaning of the Employee Retirement Income Security Act, or any other plan, policy, or arrangement of Alliance for Strong Families and Communities, Inc., including, but not limited to, any plan, policy, or arrangement relating to bonuses, profit sharing,

compensation, pension, severance, deferred compensation, fringe benefits, insurance, welfare, post-retirement, health, life, stock options, stock purchases, restricted stock, disability, accidents, sick time, vacation pay, paid time off (PTO), termination, unemployment, and any other plan, agreement, policy, or arrangement (whether written or unwritten).

Section X Intellectual Property

Independent Contractor acknowledges that Alliance for Strong Families and Communities, Inc. is the sole and exclusive owner of all right, title, and interest (including copyright) in and to any and all work product in any medium resulting directly or indirectly from the performance of this agreement (all of the foregoing, "Alliance for Strong Families and Communities, Inc. Work Product"). Independent Contractor shall not apply for or obtain any copyright registration in his/her own name of any Alliance for Strong Families and Communities, Inc. Work Product or otherwise represent in any manner that he/she has acquired ownership or equitable rights in any Alliance for Strong Families and Communities, Inc. Work Product. Upon request, Independent Contractor will cooperate with Alliance for Strong Families and Communities, Inc., including by signing documents, in order reflect any necessary assignment of Alliance for Strong Families and Communities, Inc. Work Product to Alliance for Strong Families and Communities, Inc. and to assist Alliance for Strong Families and Communities, Inc. in applying for or maintaining any intellectual property registrations in any Alliance for Strong Families and Communities, Inc. Work Product. Independent Contractor shall not use, disclose to any third party, or authorize any third party to use any of the Alliance for Strong Families and Communities, Inc. Work Product other than pursuant to the Agreement or as otherwise expressly approved in writing by Alliance for Strong Families and Communities, Inc. Upon expiration or termination of the Agreement, or upon the earlier request of Alliance for Strong Families and Communities, Inc., Independent Contractor shall forthwith deliver all Alliance for Strong Families and Communities, Inc. Work Product, including copies thereof in the possession or under the control of Independent Contractor, to Alliance for Strong Families and Communities, Inc. at the office address set forth above or to such other location as is designated by Alliance for Strong Families and Communities, Inc.

Section XI Confidentiality

Independent Contractor agrees to execute and abide by the terms of the Independent Contractor Confidentiality Agreement attached hereto as Exhibit B.

Section XII Conflicts of Interest

Independent Contractor agrees to abide by the terms of the Independent Contractor Conflict of Interest Agreement attached hereto as Exhibit C.

In addition, independent Contractor agrees to adhere to and comply with the following practices:

- To avoid potential conflicts of interest by disclosing fully to Alliance for Strong Families and Communities, Inc. at all times any solicitation or business development efforts whereby the public or potential customer could be confused about whether the Independent Contractor was working at the direction of Alliance for Strong Families and Communities, Inc. or independently, Alliance for Strong Families and Communities, Inc.
- To make no promise nor provide any assurances with regard to accreditation or the likely accreditation decision as a result of training or consultation provided.

Section XIII Right to Subcontract

Independent Contractor will not subcontract or assign any part of the scope of work or responsibilities without the prior, written approval of Alliance for Strong Families and Communities, Inc. Any individual retained or utilized by Independent Contractor to perform any of the Services shall be an employee of Independent Contractor, and not of Alliance for Strong Families and Communities, Inc. Independent Contractor shall have sole and exclusive responsibility for (1) the withholding payment of any and all federal, state, and local income, social security, and other taxes due to any individual retained or utilized by Independent Contractor to perform the Services; (2) obtaining and maintaining any required unemployment insurance, disability insurance, workers' compensation insurance, general liability insurance, and other insurance or coverage required under federal, state, or local laws or regulations for any individual retained or utilized by Independent Contractor to perform the Services; and (3) ensuring that any individual retained or utilized by Independent Contractor to perform the Services is fully trained, certified, and/or licensed in accordance with any federal, state, or local requirements.

Section XIV Termination of Agreement

The Agreement will terminate on the date specified in Section IV or upon 15-calendar days' written notice of termination from either party to the other. If a party terminates the Agreement without providing 15 calendar days' written notice, recoverable damages are limited to the following, provided that the party seeking recovery of damages has mitigated its losses:

- | | |
|-------------------------|---|
| Organization: | All amounts incurred by Alliance for Strong Families and Communities, Inc., in order to complete the Services. Reasonable attorneys' fees, costs and expenses, including reasonable expert fees and expenses, incurred in the process of recovering Alliance for Strong Families and Communities, Inc.'s recoverable damages. |
| Independent Contractor: | All lost earnings that were contracted for and all reasonable expenses incurred in preparation of the work. Reasonable attorneys' fees, costs and expenses, including reasonable expert fees and expenses, incurred in the process of recovering Independent Contractor's recoverable damages. |

Alliance for Strong Families and Communities, Inc. may also terminate this Agreement for cause upon prior notice to be sent by fax or e-mail. For the purpose of this paragraph, "cause" shall mean any of the following: (1) Independent Contractor having failed to provide the Services on the terms and conditions provided herein; (2) dishonesty, fraud, embezzlement, or misappropriation by Independent Contractor relating to Alliance for Strong Families and Communities, Inc. or any of its funds, assets, property or opportunities, or relating to Independent Contractor's performance of the obligations hereunder; or (3) any material breach by Independent Contractor of the provisions of the Agreement.

Independent Contractor may also terminate this Agreement for cause upon prior notice to be sent by fax or e-mail. For the purposes of this paragraph, "cause" shall mean any of the following: (1) Alliance for Strong Families and Communities, Inc. having failed to provide payment on the terms and conditions provided herein; or (2) any material breach that is correctable, and not corrected, for which proper notice was provided. With respect to the above, Independent Contractor agrees to provide notice to Alliance for Strong Families and Communities, Inc. by fax or e-mail, describing the failure in reasonable detail. Alliance for Strong Families and Communities, Inc. shall have seven

(7) business days from receipt of such notice to correct such failure, before Independent Contractor may terminate the Agreement.

Section XV Controlling Law

The Agreement and all matters or issues related thereto will be governed and construed exclusively by the internal laws of the State of Delaware, without giving effect to its choice of law rules. The parties agree that should there be a question of interpretation of this Agreement or a part thereof, there shall be no presumption against the drafter of this Agreement.

Section XVI Modifications or Amendments

All modifications or amendments to the Agreement must be in writing authorized by Alliance for Strong Families and Communities, Inc. and by Independent Contractor. The Agreement, including all referenced attachments, embodies the entire agreement and understanding between the parties with regard to the subject matter thereof, and supersedes all prior and contemporaneous oral and written agreements and representations between the parties and/or their representatives.

Section XVII Rights of Indemnification

Independent Contractor agrees to indemnify, defend and hold harmless Alliance for Strong Families and Communities, Inc., and Alliance for Strong Families and Communities, Inc.'s officers, directors, employees, agents, volunteers and others acting at the direction and control of Alliance for Strong Families and Communities, Inc. pursuant to the terms of the Agreement, from and against all claims, actions, liability, damages, judgments, settlements or otherwise, and all related costs and expenses (including reasonable attorney's fees and court costs), (collectively "damages"), Alliance for Strong Families and Communities, Inc. becomes legally obligated to pay on account of or related to Independent Contractor's breach of the Agreement; termination without cause; or, the negligent, reckless, grossly negligent, willful, wanton, intentional or other wrongful actions or inactions of Independent Contractor or anyone acting at the direction and control of Independent Contractor, with respect to performance of the Services. For the purposes of this section, the term "Independent Contractor" shall include Independent Contractor's employees, agents, and representatives, and anyone employed by any of them, or anyone for whose actions any of them may be liable. The foregoing provision and all other liabilities of the Independent Contractor hereunder, shall survive the termination of this Agreement.

Section XVIII Severability

The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the same. In the event that any provision of the Agreement is determined to be invalid, unenforceable or otherwise illegal, such provision shall be deemed restated, in accordance with applicable law, to reflect, as nearly as possible, the original intentions of the parties, and the remainder of the Agreement shall remain in full force and effect.

Section XIX Warranty

Independent Contractor warrants that he/she has the proper skill, training and background so as to be able to perform in a competent and professional manner.

Section XX No Restraint

Independent Contractor represents and warrants that he/she is subject to no employment, non-competition, non-solicitation or non-disclosure agreement that would prevent him/her from entering into this Agreement. In the event that Independent Contractor is in possession of any confidential, non-public information by virtue of his/her prior employment or consulting arrangements. Independent Contractor further represents and warrants that he/she will not engage in any activity that is inconsistent with the rights of such prior employer which could subject Alliance for Strong Families and Communities, Inc. to liability.

Section XXI Force Majeure

Neither party shall be deemed in default or otherwise liable under the agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, substantial snowstorm, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law or any executive, administrative, or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure of delay of any transportation, power, or communication system or any other or similar cause beyond the party's control.

Section XXII Insurance

Independent Contractor will assume responsibility for providing and maintaining workers compensation coverage for himself/herself and for those individuals acting at his/her direction and control who are legally entitled to workers compensation coverage; and for providing and maintaining general comprehensive liability coverage for himself/herself and for his/her employees, agents, volunteers and for others acting at Independent Contractor's direction and control that are entitled by law or contract to such coverage.

Section XXIII Execution

The Agreement will be executed through the signature of the duly authorized representatives below.

This Agreement contains the complete understanding between the parties, and no other promises or agreements shall be binding unless signed by the parties thereto. In signing this Agreement, the parties are not relying on any fact, statement or assumption not set forth in this Agreement. By signing below, the parties indicate that they have carefully read and understand the terms of this Agreement, enter into this Agreement knowingly, voluntarily and of their own free will, understand its terms and significance and intend to abide by its provisions without exception.

[Signature page follows]

In witness whereof, the Parties have executed this Agreement as of the date set forth below.

**Alliance for Strong Families and Communities, Inc.
Contact Officer:**

By: _____
(SIGNATURE)

Date: _____

Title: _____

Independent Contractor

By: _____
(SIGNATURE)

Date: _____

Title: _____

Name: _____
(INDIVIDUAL, VENDOR, COMPANY OR ORGANIZATION, AS APPLICABLE)

Address: _____

Organizational Approvals:

By President & CEO: _____
(Signature)

Date: _____

By CFO (Budgetary Approval): _____
(Signature)

Date: _____

Exhibit A

Description of Services

Fort Bend County Behavioral Health Services is required to make satisfactory progress on the proposed work as outlined in the application and as determined by the Alliance Director, Change in Mind before the second payment is released. Satisfactory progress is defined as meeting the following conditions:

1. Submitting and receiving approval by the Project Director of all required narrative and financial reports;
2. Maintaining active participation in the Texas Change in Mind Learning Collaborative, including attending all convenings.
3. Participating fully in the project evaluation plan including developing and submitting a theory of change and completing all related evaluation activities;
 - a. Assigning an evaluation coordinator or data manager to the project team;
 - b. Participating in an initial data collection interview
 - c. Developing and implementing a local evaluation plan;
 - d. Participating in periodic evaluation technical assistance calls;
 - e. Participating in an annual online survey;
 - f. Participating in an annual in-person site visit;
 - g. Reporting on a set of site-specific and cross-site performance measures as part of the site's annual report
4. Using Texas Change in Mind Learning Collaborative funds only for purposes that support the Fort Bend County Behavioral Health Services's proposed plan as outlined in the submitted application and in this Agreement;
5. Maintaining the U.S. Internal Revenue Services (IRS) tax status as a 501(c)(3) nonprofit agency or a 170(c) governmental entity (excluding private foundations).

Reporting Requirements

The Alliance requires two types of reports to be submitted. The Project Narrative Report which summarizes project progress and milestones achieved is due March 2022; February 2023, and June 2023. A template for the Project Narrative Report will be provided by the Alliance.

Second is the Financial Report which summarizes how funds are being used to support the project, due April 2022 and April 2023.

Exhibit B

Independent Contractor Confidentiality Agreement

Independent Contractor agrees to adhere fully and unreservedly to the terms set forth in this Confidentiality Agreement. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Agreement to which this Confidentiality Agreement is attached.

It is the policy of Alliance for Strong Families and Communities, Inc. to hold in confidence all proprietary or nonpublic information accessed by Independent Contractor regarding the operations of organizations, the persons served by Alliance for Strong Families and Communities, Inc., and the board and staff of Alliance for Strong Families and Communities, Inc. ("Confidential Information"), as well as all Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI"), as such term is defined in 45 CFR Parts 160, Part 162, and 164 (the "Privacy and Security Regulation") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XII of Division A, Title IV of Division B of American Recovery and Reinvestment Act (ARRA) of 2009 and the Omnibus Rule, 2013. Alliance for Strong Families and Communities, Inc. requires that Independent Contractor specifically agree to adhere fully and unreservedly to this Confidentiality Agreement and the confidentiality requirements in consultant/contractor's agreement or contract with Alliance for Strong Families and Communities, Inc.

Whereas, Independent Contractor is providing the Services; and,

Whereas, in order to provide the Services to Alliance for Strong Families and Communities, Inc., Independent Contractor may receive, view, store, process or otherwise use Confidential Information, including PHI/EPHI Alliance for Strong Families and Communities, Inc. receives from organizations,

It is hereby agreed that Independent Contractor will adhere fully and unreservedly with Alliance for Strong Families and Communities, Inc.'s confidentiality requirements and HIPAA protocols and the terms set forth below.

1. Independent Contractor will not disclose or divulge (which could mean giving someone records or talking with someone), to any person or entity not a member of the Alliance for Strong Families and Communities, Inc. workforce, Confidential Information, including PHI/EPHI without (a) the written permission of Alliance for Strong Families and Communities, Inc.'s Privacy Officer, or (b) as Alliance for Strong Families and Communities, Inc. may specifically direct unless required by law.
2. Confidential Information is defined as information related to an organization's accreditation, reaccreditation and/or maintenance of accreditation and includes, but is not limited to, electronic data, documents, reports, narratives, evaluations and proprietary material, including financial, or products submitted with applications for accreditation and reaccreditation, the Self-Study, questionnaires, observations, reports, grievances, work notes of onsite/desk reviews, post-site visit responses, verbal disclosures of the organization's personnel, correspondence, and deliberations/decision-making of Accreditation Commissions/Special Committees.
3. Independent Contractor will only use Confidential Information, including PHI/EPHI with Alliance for Strong Families and Communities, Inc. workforce members when it is necessary to provide the Services contracted for by Alliance for Strong Families and Communities, Inc.
4. Should Independent Contractor need to disclose Confidential Information, including PHI/EPHI, to any person or entity not a member of the Alliance for Strong Families and Communities, Inc. workforce to fulfill any legal obligation, Independent Contractor will first obtain Alliance for Strong Families and Communities, Inc.'s written consent from Alliance for Strong Families and Communities, Inc.'s Privacy Officer.

5. If Independent Contractor must remove or transmit any Confidential Information, including PHI/EPHI, or otherwise access it off-site of Alliance for Strong Families and Communities, Inc. premises, Independent Contractor will do so only to the extent necessary to provide the Services specified under the agreement/contract with Alliance for Strong Families and Communities, Inc.
6. Independent Contractor will promptly report to Alliance for Strong Families and Communities, Inc.'s Privacy Officer any use or disclosure of Confidential Information, including PHI/EPHI, of which he/she becomes aware that is not permitted or required by this Agreement or as required by law.
7. Independent Contractor will notify Alliance for Strong Families and Communities, Inc.'s Privacy Officer of any instances of which he/she becomes aware in which a breach of Confidential Information, including any impermissible use or disclosure of PHI/EPHI, within five (5) days of such a breach.
8. Independent Contractor agrees to develop, implement, maintain and use all reasonable and appropriate administrative, technical, and physical safeguards to protect the confidentiality and integrity of Confidential Information, including PHI/EPHI.
9. Independent Contractor further agrees to use appropriate administrative, technical and physical safeguards to prevent any use or disclosure of Confidential Information, including PHI/EPHI.
10. Independent Contractor agrees to destroy when no longer needed any Confidential Information, including PHI or EPHI, via the technologies and methodologies which render it unusable, unreadable, or indecipherable to unauthorized individuals. All Confidential Information in all formats (hard copy media, CD-ROM) must be destroyed by shredding so it cannot be read or reconstructed. Redaction is specifically excluded as a means of data destruction. Confidential Information on electronic media must be cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST).

By: _____
(SIGNATURE)

Date: _____

Title: _____

Name: _____
(INDIVIDUAL, VENDOR, COMPANY OR ORGANIZATION, AS APPLICABLE)

Address: _____

EXHIBIT C
INDEPENDENT CONTRACTOR CONFLICT OF INTEREST AGREEMENT

Independent Contractor agrees to adhere fully and unreservedly to the terms set forth in this Conflict of Interest Agreement. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Agreement to which this Conflict of Interest Agreement is attached.

Alliance for Strong Families and Communities, Inc. has developed various protocols that Independent Contractor is required to follow in order to ensure that Alliance for Strong Families and Communities, Inc. is free from conflicts of interest that would adversely affect the workplace and Alliance for Strong Families and Communities, Inc.'s mission. Accordingly, Independent Contractor is to avoid becoming involved in any situation in which dual loyalties or self-interest either exists or appears to exist. Independent Contractor is expected to act in the best interest of Alliance for Strong Families and Communities, Inc. when dealing with clients, suppliers, contractors, or any person seeking or doing business with Alliance for Strong Families and Communities, Inc.

This agreement is designed to ensure that Alliance for Strong Families and Communities, Inc. independent contractors ("Interested Persons") avoid conflicts of interest in the exercise of their duties, to identify situations that present conflicts of interest and to provide Alliance for Strong Families and Communities, Inc. with a process that—if observed—will allow Alliance for Strong Families and Communities, Inc. to enter into a Transaction even though an Interested Person may have a conflict of interest.

Interested Persons must avoid any conflict of interest between themselves, Family Members, and Alliance for Strong Families and Communities, Inc. A conflict of interest exists where the personal and/or business interests of an Interested Person are, or may appear to be, inconsistent with the best interest of Alliance for Strong Families and Communities, Inc.

It includes but is not limited to when an Interested Person has a financial interest, whether direct or indirect, in Alliance for Strong Families and Communities, Inc.'s assets, leases, business transactions, and professional services. This includes, but is not limited to, seeking or accepting payments or other benefits from any person or firm as a condition or a result of doing business with Alliance for Strong Families and Communities, Inc.; without the express written consent of an officer of Alliance for Strong Families and Communities, Inc., doing business with a close relative or business associate on behalf of Alliance for Strong Families and Communities, Inc.; holding a position with, and/or owning a financial interest in, any business or corporation which is a competitor of Alliance for Strong Families and Communities, Inc. Further illustrations of conflicts of interest and additional definitions are provided below.

An Interested Person must disclose any conflict of interest either orally or in writing to their Contact Officer immediately. Alliance for Strong Families and Communities, Inc. expects each Interested Person to recognize on their own when a conflict of interest arises. If any doubts arise concerning whether or not a current or proposed Transaction constitutes a conflict of interest, the Contact Officer should contact the CEO for a determination of whether a potential or actual conflict may exist and for a determination of what corrective action, if any, should be taken.

Alliance for Strong Families and Communities, Inc. shall determine whether a conflict of interest exists. If a conflict of interest is deemed to exist, then the Interested Person shall refrain from any Transaction that gives rise to the conflict of interest. Alliance for Strong Families and Communities, Inc., in conjunction with the CEO, may determine if any further action needs to be taken with regards to the Interested Person. The CEO has the right to make a final determination as to whether a conflict of interest exists and/or to delegate that responsibility to others and the actions that should be taken as a result of the conflict.

The Contact Officer shall ensure that each Interested Person has received a copy of the Conflict of Interest Agreement and reviewed the same.

If the CEO believes that an Interested Person has failed to disclose an actual or potential conflict of interest, the CEO shall inform the Interested Person of the basis for such belief and afford the Interested Person an opportunity to explain the alleged failure to disclose.

If, after hearing the response of the Interested Person and making any further investigation as may be warranted in the circumstances, the CEO determines that the Interested Person has in fact failed to disclose an actual or potential conflict of interest, the CEO shall take appropriate corrective actions, which might include termination of the contract.

Please reference the following definitions:

“Family Member” is a spouse by marriage or common law, domestic partner, parent, child, grandchild, great-grandchild, sibling, or spouse or domestic partner of child, grandchild, great-grandchild, or sibling of an Interested Person.

“Financial Interest” is a financial interest, whether direct or indirect, which in view of all the circumstances would or reasonably could affect an Interested Person or Family Member’s judgment with respect to Transactions to which the entity is a party.

“Transaction” is any transaction or contract in which Alliance for Strong Families and Communities, Inc. is a party. It includes, but is not limited, to agreements to render services, leases, reviews of personnel, and the provision of services.

By: _____
(SIGNATURE)

Date: _____

Title: _____

Name: _____
(INDIVIDUAL, VENDOR, COMPANY OR ORGANIZATION, AS APPLICABLE)

Address: _____