



## CONTRACT SERVICES AGREEMENT

This Contract Services Agreement (the “Agreement”) is made and entered into as of 07/01/2022 the “Effective Date”), by and between **Planned Parenthood Mar Monte, Inc.** (“PPMM”) a non-profit public benefit corporation organized under the laws of the state of California and exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, with its principal place of business located at 1691 The Alameda, San Jose, CA 95126, and Monterey County Probation Department (“COUNTY”), a political subdivision with the State of California, with its principal place of business located at 20 E. Alisal, Salinas, CA 93901 (each a “Party” and collectively, the “Parties”) for the purpose of having COUNTY perform certain program pilot implementation services for PPMM subject to and in accordance with the terms and conditions of this Agreement.

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

### 1. CONTRACT SERVICES.

- 1.1 Performance of Services. COUNTY will perform the services (the “Services”) described in Appendix 1 attached to this Agreement and incorporated by reference herein, and in accordance with the terms and conditions set forth in this Agreement.
- 1.2 Change in Services. If, subsequent to the execution of this Agreement, there is a change in the Services to be provided by COUNTY, such change shall be captured in writing as an amendment to this Agreement and shall be signed by both Parties.
- 1.3 Delivery. COUNTY will submit to PPMM the deliverables and complete the performance of the Services specified in Appendix 1 (the “Deliverables”) in accordance with the delivery schedule and other terms and conditions set forth in this Agreement and Appendix 1.
- 1.4 Failure to Complete Services; Right to Offset. If COUNTY fails to complete or provide all Services as specified in this Agreement and Appendix 1 attached hereto, COUNTY agrees that PPMM shall have the right to procure the services of one or more other consultants or contractors to complete or provide such Services and that PPMM shall have the right to offset and deduct the cost and charges of such other consultants and/or contractors from the amounts due COUNTY hereunder.

### 2. PAYMENT.

- 2.1 Fees. As COUNTY’s sole compensation for the performance of Services, PPMM will pay COUNTY the fees specified in Appendix 1. Without limiting the generality of the foregoing, COUNTY acknowledges and agrees that PPMM’s payment obligation will be expressly subject to COUNTY’s completion or achievement of certain milestones to PPMM’s reasonable satisfaction.
- 2.2 Expenses. Unless otherwise explicitly provided in Appendix 1, PPMM will not reimburse COUNTY for any out-of-pocket travel, lodging, or related expenses incurred by COUNTY in connection with COUNTY’s performance of Services. If Appendix 1 explicitly provides for any such expenses to be reimbursed by PPMM, it shall be a condition of reimbursement that all expenses exceeding five hundred dollars (\$500.00) be pre-approved in writing by PPMM. As a

condition for reimbursement, COUNTY will furnish PPMM with copies of receipts and other customary documentation for any expenses for which COUNTY requests reimbursement.

2.3 Payment Terms. All fees and other amounts set forth in Appendix 1, if any, are stated in and are payable in U.S. dollars. Unless otherwise provided in Appendix 1, COUNTY will invoice PPMM on a monthly basis for all fees and expenses payable to COUNTY. PPMM will pay each such invoice within thirty (30) days following receipt thereof, except for any amounts that PPMM disputes in good faith. The Parties will use commercially reasonable efforts to promptly resolve any such payment disputes.

### **3. TERM; TERMINATION.**

3.1 Term. The initial term of this Agreement shall be for a period of one (1) year unless earlier terminated in accordance with this Section 3 or the Services as described in Appendix 1 are completed in full.

3.2 Termination for Breach. Either Party may terminate this Agreement immediately for a breach by the other Party if the other Party's breach of any provision under this Agreement or obligation under an amendment or statement of work is not cured within ten (10) days after receipt of written notice of such breach.

3.3 Termination without Cause. Either Party may terminate this Agreement for any reason upon providing the other Party with thirty (30) days' advance written notice of termination.

3.4 Effect of Termination. Upon the expiration or termination of this Agreement for any reason: (i) COUNTY will promptly deliver to PPMM all PPMM Innovations, including all work in progress on any PPMM Innovations not previously delivered to PPMM, if any; (ii) COUNTY will promptly deliver to PPMM all Confidential Information in COUNTY's possession or control; and (iii) PPMM will pay COUNTY any accrued but unpaid fees due and payable to COUNTY pursuant to Section 2 above.

### **4. RELATIONSHIP OF THE PARTIES.**

4.1 Independent Contractor. COUNTY is an independent contractor and nothing in this Agreement will be construed as establishing an employment or agency relationship between PPMM and COUNTY. COUNTY has no authority to bind PPMM by contract or otherwise. COUNTY will perform Services under the general direction of PPMM, but COUNTY will determine, in COUNTY's sole discretion, the manner and means by which Services are accomplished, subject to the requirement that COUNTY will, at all times, comply with applicable law.

4.2 Taxes and Employee Benefits. COUNTY will report to all applicable government agencies as income all compensation received by COUNTY pursuant to this Agreement. COUNTY will be solely responsible for payment of all withholding taxes, social security, workers' compensation, unemployment and disability insurance or similar items required by any government agency. COUNTY will not be entitled to any benefits paid or made available by PPMM to its employees, including, without limitation, any vacation or illness payments, or to participate in any plans, arrangements or distributions made by PPMM pertaining to any bonus, insurance, or

similar benefit programs. COUNTY will indemnify and hold PPMM harmless from and against all damages, liabilities, losses, penalties, fines, expenses and costs (including reasonable fees and expenses of attorneys and other professionals) arising out of or relating to any obligation imposed by law on PPMM to pay any withholding taxes, social security, unemployment or disability insurance or similar items in connection with compensation received by COUNTY pursuant to this Agreement.

4.3 Insurance. COUNTY acknowledges that PPMM will not carry any insurance on behalf of COUNTY, including without limitation, general liability, employer practices liability, or worker's compensation. COUNTY will maintain in force adequate insurance coverages to protect COUNTY from claims of personal injury (or death), tangible or intangible property damage (including loss of use), employment practices liability, or worker's compensation claims that may arise out of any act or omission of COUNTY. Insurance coverage requirements are further delineated in Section 9 below.

## 5. INTELLECTUAL PROPERTY RIGHTS.

COUNTY hereby does and will irrevocably assign to PPMM all of COUNTY's right, title, and interest in and to any and all work product created for and/or on behalf of PPMM and all associated records including, without limitation, any and all works for hire prepared and/or produced by COUNTY (collectively, "PPMM Innovations"). COUNTY agrees to perform, during and after the term of this Agreement, all acts that PPMM deems necessary or desirable to permit and assist PPMM, at PPMM's own expenses, in obtaining, perfecting, and enforcing the full benefits, enjoyment, rights, title, and interest throughout the world in the PPMM Innovations. COUNTY covenants, represents, and warrants that each of COUNTY's employees, subcontractors, or agents who perform services under this Agreement, or any amendment or statement of work hereto has or will have a written agreement with COUNTY that provides COUNTY with all necessary rights to fulfill its obligations under this Agreement and any amendment or statement of work hereto, including, without limitation, the obligations of this Section 5. COUNTY acknowledges and agrees that it forever relinquishes all right, title, and interest in PPMM Innovations and will not further use or disclose any PPMM Innovations without the express written permission of a PPMM authorized representative.

## 6. CONFIDENTIAL INFORMATION.

The obligations of each Party regarding the use and disclosure of a Party's confidential and proprietary information is further delineated in the Confidentiality and Non-Disclosure Agreement attached as Appendix 2 to this Agreement and incorporated by reference herein.

## 7. WARRANTIES

7.1 No Pre-existing Obligations. COUNTY represents and warrants that COUNTY has no pre-existing obligations or commitments (and will not assume or otherwise undertake any obligations or commitments) that would be in conflict or inconsistent with or that would hinder COUNTY's performance of its obligations under this Agreement.

7.2 Performance Standard. COUNTY represents and warrants that Services will be performed in a thorough and professional manner, consistent with high professional and industry standards by

individuals with the requisite training, background, experience, technical knowledge and skills to perform Services.

- 7.3 Non-infringement. COUNTY represents and warrants that the PPMM Innovations will not infringe, misappropriate or violate the rights of any third party, including, without limitation, any Intellectual Property Rights or any rights of privacy or rights of publicity, except to the extent any portion of the PPMM Innovations is created, developed or supplied by PPMM or by a third party on behalf of PPMM.

## 8. INDEMNIFICATION

Each Party (the “Indemnifying Party”) agrees to indemnify, defend, and hold harmless the other Party (the “Indemnified Party”) from and against any and all third party claims, liabilities, damages, costs, and expenses, including reasonable attorney fees, arising from the Indemnifying Party’s negligent and/or intentional misconduct arising out of or related to the obligations of the Indemnifying Party under this Agreement and/or any amendments or statements of work attached hereto.

## 9. INSURANCE

- 9.1 Each Party shall procure and maintain, at its sole expense, comprehensive general liability insurance for bodily injury and property damage with limits of coverage not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate. A copy of the certificate of insurance coverage shall be provided to the other Party upon request.
- 9.2 Each Party shall also maintain workers' compensation and disability coverage as required by law with respect to all employees.
- 9.3 In the event of a cancellation, termination, or material change in policy terms of any of the above-referenced insurance coverages, each Party shall provide written notice to the other Party thirty (30) days prior to such cancellation, termination, or material change. Cancellation, termination, or a material change in policy terms shall be grounds for immediate termination of this Agreement.

## 10. LIMITATION OF LIABILITY

**IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.**

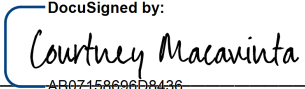
## 11. GENERAL

- 11.1 Assignment. COUNTY may not assign or transfer this Agreement, in whole or in part, without PPMM’s express prior written consent. Any attempt to assign this Agreement, without such consent, will be void. Subject to the foregoing, this Agreement will bind and benefit the Parties and their respective successors and assigns.

- 11.2 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its body of law controlling conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the Parties irrevocably consent to the personal jurisdiction and venue therein.
- 11.3 Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.
- 11.4 Waiver. The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.
- 11.5 Survival. The rights and obligations of the Parties under Sections 1.4, 5, 6, 8, 9, 11.1, 11.5, AND 11.7 will survive the expiration or termination of this Agreement.
- 11.6 Notices. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (i) when delivered personally; (ii) one (1) business day after deposit with a nationally-recognized express courier, with written confirmation of receipt; or (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All such notices will be sent to the addresses set forth above or to such other address as may be specified by either Party to the other Party in accordance with this Section 11.6.
- 11.7 Entire Agreement. This Agreement, together with all amendments, appendices, and statements of work, constitutes the complete and exclusive understanding and agreement of the Parties with respect to its subject matter and supersedes all prior understandings and agreements, whether written or oral, with respect to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the Parties hereto.
- 11.8 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A signature transmitted by facsimile or in a .pdf file shall have the same effect as an original signature. Each Party represents and warrants that the representatives signing this Agreement on its behalf has all right and authority to bind and commit that Party to the terms and conditions of this Agreement.

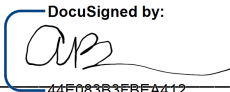
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first set forth above.

**PLANNED PARENTHOOD MAR MONTE**  
"PPMM"

DocuSigned by:  
  
AB07158696D8436...  
By: \_\_\_\_\_  
Name: Courtney Macavinta  
Title: VP of Learning  
Date: 6/7/2022 | 4:51 PM PDT

**COUNTY OF MONTEREY**  
Monterey County Probation Department

By: \_\_\_\_\_  
Name: Todd Keating  
Title: Chief Probation Officer  
Date: \_\_\_\_\_

DocuSigned by:  
  
44E083B3FBEA412...  
By: \_\_\_\_\_  
Name: Anne K. Brereton  
Title: Deputy County Counsel  
COUNTY OF MONTEREY  
Date: 6/7/2022 | 6:54 PM PDT

**APPENDIX 1 - Scope of Services / Payment Provisions**

To Agreement by and between

Monterey County Probation, hereinafter referred to as "COUNTY"

AND

PLANNED PARENTHOOD MAR MONTE, herein referred to as "PPMM"

**I. COUNTY RESPONSIBILITIES**

As part of a two-year Office of Population Affairs (OPA) Teen Pregnancy Prevention (TPP) Program grant to Planned Parenthood Mar Monte (PPPM), COUNTY will implement the PPMM provided *Power Through Choices* (PTC) sex education program developed for systems-involved youth ages 13-18, as follows. All dates subject to change in consultation between COUNTY and PPMM:

<b>Milestone 1.0: Program Staff Allocation</b>	<b>Due</b>
<p><b>COUNTY will:</b></p> <p><b>1.1.</b> Allocate a minimum of (2) staff members per COUNTY Site ( <b>2- Youth Center (YC), 3 – Juvenile Hall (JH)</b>) to be trained as <u>Facilitators</u> to deliver PTC at two (2) COUNTY sites in person to qualifying youth.</p> <p><b>1.2.</b> Facilitators allocated to deliver (10) PTC sessions that are (90-minutes), attempting to reach at least 25% of all youth served at the site annually.</p> <p><i>a. Note: Groups are designed for (8-20*) youth. The total instructional time per PTC Group is (15*) hours not including any preparation or post-session documentation. *PPMM can work with your site to adapt Power Through Choices in ways that make implementation easier (# of youth per group or time per lesson), while still maintaining the core components that are necessary for program effectiveness.</i></p> <p><b>1.3.</b> Assign (1) COUNTY <u>Pilot Site Lead</u> per site (1-Youth Center, 1-<u>Juvenile Hall</u>) to be the main contacts for PPMM to insure contract milestones are completed (such as program evaluation, monitoring, and fidelity activities.)</p>	7/1/2022
<b>Milestone 2.0: PTC Implementation Preparation</b>	<b>Due</b>
<p><b>COUNTY will:</b></p> <p><b>2.1.</b> Attend (1) 2-hour PPMM <u>COUNTY Orientation</u> (facilitators and pilot site lead) to meet assigned Coach, plan implementation, and meet Learning Community.</p> <p><b>2.2.</b> Select and schedule site's (2*) <u>Facilitators</u> to attend <u>virtual PTC Facilitator Training</u>. The full PTC Training requires (22) hours.</p> <p><i>a. Note: Facilitator registrations for site (valued at \$2,600 total) are and funded by PPMM.</i></p> <p><i>b. The PTC Training is delivered virtually over 4 days (4-6 hour synchronous sessions), and On-Demand Modules (4 hours).</i></p>	7/8/2022  7/11/2022- 7/14/2022

<p><b>2.3.</b> Attend one (1) Pilot Site Coaching Session (facilitators and COUNTY site leads):</p> <p>a. Beginning of Contract Session: Covering legal and financial program logistics and personalized site sustainability/capacity building opportunities.</p> <p><i>*COUNTYs may request to increase the # of facilitators to be trained based on your organization's model or reach.</i></p>	9/15/2022
<p><b>Milestone 3.0: PTC Program Enrollment and Delivery</b></p>	<b>Due</b>
<p><b>COUNTY will:</b></p> <p><b>3.1.</b> Attend (1) 2-hour <u>Post-PTC Training Implementation</u> session to prepare for Milestones 3.2-12.</p> <p><b>3.2.</b> COUNTY will recruit, enroll, and deliver PTC to a minimum of 25 percent of target-population participants (ages 13-18) <u>between July 2022 and June 30, 2023</u> supported by PPMM materials, technical assistance, and funding.</p> <p><b>3.3.</b> Using provided HIPAA compliant cloud-based platform(s) provided by PPMM with demographic data and contact information of PTC youth participants to enable PPMM to monitor attendance and participation.</p> <p><b>3.4.</b> Facilitate completion of required <u>Consent Forms</u> for youth to: participate in the program COUNTY site, complete Evaluations, and have sessions observed by PPMM project Evaluator.</p> <p><b>3.5.</b> Publicize companion <u>S.E.E. Online Learning Community</u> for adults to staff and parent/caregivers of participants (includes resources to support their participating youth). This may include working with PPMM to identify professional development needs of non-Facilitator staff to support their understanding and support of the PTC curriculum's goals, objectives, and activities.</p> <p><b>3.6.</b> Administer required <u>Pre/Post Evaluations</u> as designed.</p> <p><b>3.7.</b> Complete required (10) <u>Post-Session Facilitator Feedback Forms</u> (as provided) for each Group.</p> <p><b>3.8.</b> Assigned facilitators attend (5) Required <u>Facilitator Coaching Meetings</u> with PPMM team before, during and after first cohort at site:</p> <p>c. Pre-Implementation Planning Session: Covering recruitment goals, registering participants and logistical adaptations</p> <p>d. Beginning Implementation Session: Covering check-in about participant recruitment and registration, facilitator feedback forms and attendance/referral forms</p> <p>e. Middle Implementation Session: Covering fidelity and facilitation feedback from assigned recorded session for the cohort</p> <p>f. Post Implementation Session: Covering closing out the first cohort, planned adaptations for implementation two, confirmation of next group</p> <p>g. First Implementation Debrief Session (SITE SUPERVISOR MUST ALSO ATTEND): planning for future cohorts, planned adaptations for implementation two, logistical site modifications</p>	7/1/2022-6/30/2023



<p><b>3.9.</b> Assigned facilitators attend (1) Required <u>Facilitator Coaching Meeting</u> with PPMM team for each subsequent cohort at site:</p> <p>a. Subsequent Session: Covering fidelity and facilitation feedback from assigned recorded session for the cohort</p> <p><b>3.10.</b> Assigned facilitators attend quarterly-four (4) times annually-Skills Training to learn best practices and problem solve as a group.</p> <p><b>3.11.</b> Attend (facilitators and COUNTY site leads) (2) Required Site Coaching Meetings with PPMM team:</p> <p>a. Mid-Contract Session: Covering program logistics check-in and personalized site sustainability/capacity building opportunities check-in</p> <p>b. Close of Contract Session: Covering data and celebration for site PTC implementation and planning for future COUNTY sustainability action planning</p> <p><b>3.12.</b> Attend (2) <u>Community Learning Sessions</u> with other PPMM COUNTY Sites to review data, gain best practices, problem solve, and received targeted coaching support from PPMM.</p> <p><b>3.13.</b> Work to meet program <u>Completion Rate Requirement</u>: PTC is Most impactful when youth complete all sessions. In order for the program to be most effective, youth should complete at least (8 out of 10 or 80%) of the PTC lessons.</p> <p><b>3.14.</b> The Office of Population Affairs requires that at least 10% of all PTC program sessions be observed This means that 1 of 10 of your site's PTC sessions will require observation from our project Evaluator. Schedule and complete required* <u>Fidelity Observation(s)</u> by PPMM project Evaluator, including facilitating Security clearance required for observation in either format: <i>The observation will be scheduled by the Evaluator with your site to be conducted completed via a secure video recording platform/method provided by PPMM (HIPAA compliant)</i></p> <p><b>3.15.</b> Complete <u>Survey and Debrief Session</u> to assess effectiveness of the COUNTY and program.</p>	
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COUNTY also agrees to: Work with PPMM to uphold alignment with PPMM brand values and program delivery best practices, including commitment to:

- Creating safe, inclusive, and trauma-informed environments for youth.
- Centering youth in their learning experience design and delivery.
- Working collaboratively with PPMM to adapt materials or implementation to ensure inclusivity of all youth regardless of ability or disability, race, ethnicity, socio-economic status, gender status, gender identity, or orientation.
- Providing non-judgmental, medically accurate information, including linkages to reproductive and sexual health services from youth-friendly health centers such as PPMM.
- Providing youth with comprehensive, evidence based sexual health education.
- Providing learning opportunities for direct and support staff.

## II. PPMM RESPONSIBILITIES

<b>PPMM will:</b>	<b>Due</b>
<b>1.1.</b> Provide COUNTY Contract Fee (\$20,000.00) (\$10,000 per COUNTY Site): 1) Youth Center and 2) Juvenile Hall	Per schedule below.
<b>2.1.</b> Conduct <u>COUNTY Orientation</u> and assign COUNTY their PPMM S.E.E. Coach who will guide them through the entire program implementation cycle. <b>2.2.</b> Provide COUNTY with all details about the PTC training dates and schedule and provide access to On-Demand training modules. <b>2.3.</b> Register and pay registration fees for <u>PTC Facilitator Training</u> (2*) PTC Facilitators per site (\$2,600.00) <i>*Or additional registrations as agreed.</i> <b>2.4.</b> Provide COUNTY with their <u>S.E.E. Project COUNTY Kit</u> , which includes the program supplies and technology required to deliver the entire program, and complete monitoring activities, with fidelity. <b>2.5.</b> <i>California Counties Only:</i> If COUNTY aims to meet their California Healthy Youth Act (CHYA) requirements through the S.E.E. Project, PPMM also will provide additional implementation guidance/materials to help COUNTY achieve this outcome.	7/1/2022-8/31/2022
<b>3.1.</b> If needed, provide necessary hardware, software, and/or HIPAA compliant web-based platform subscriptions required for the implementation of the S.E.E. Project at the COUNTY Site (budgeted at max. \$4,000 per site). <b>3.2.</b> Provide technical assistance, coaching, and materials to support COUNTY Site in <u>completing COUNTY Milestones 3.1-3.15 successfully.</u> <b>3.3.</b> Provide COUNTY with (3) \$10 gift cards per participant (max. \$30 per youth) to be provided as <u>research incentives</u> for PTC participants for completing Pre/Post Evaluations and 80% of sessions. <b>3.4.</b> Provide COUNTY with a detailed Impact Report for their site, including Program Outcomes (June 2023)	7/31/2022-6/30/2023

### COUNTY Contract Fee Schedule:

Per COUNTY Site: Two (2) County sites:

- 1) Youth Center, 970 Circle Drive, Salinas, CA 93905
- 2) Juvenile Hall, 1420 Natividad Road, Salinas, CA 93906

**A. COUNTY Site Launch Fee: \$5,000 per County Site**

**Total of \$10,000.00** Due to COUNTY from PPMM: Upon Contract Execution

**B. COUNTY Site Implementation Fee: \$5,000 per County**

**Site Total of \$10,000.00** Due to COUNTY from PPMM: Upon Completion of Milestone 2.0.

## APPENDIX 2

### **CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT**

This Confidentiality and Non-Disclosure Agreement (“NDA”) is made and entered into as of the Effective Date of the Contract Services Agreement (the “Agreement”) first set forth above.

- 1. Purpose.** In consideration of establishing and maintaining a business relationship and in connection with the Services to be rendered as set forth in the Agreement between the Parties (the “Relationship”), each Party may disclose to the other Party certain information that the Disclosing Party deems to be confidential.
  
- 2. Definitions**
  - a. Disclosing and Receiving Party.** The Party disclosing Confidential Information (as defined in Subsection 2(b) below) is referred to as “Disclosing Party,” and the Party receiving such information is referred to as “Receiving Party.”
  
  - b. Confidential Information Defined.** For the purposes of this NDA, “Confidential Information” means all information in whatever form transmitted that is disclosed by the Disclosing Party to the Receiving Party relating to past, present or future business affairs, including without limitation, research, development, know-how, processes, designs, samples, inventions, ideas, equipment, sales information, trade secrets, technology, software, source code, applications for patents, intellectual property, business plans, marketing methods and plans, market studies, customers, products, sales and pricing information, financial information, business methodologies and practices, operations and systems of the Disclosing Party, and also all information that the Disclosing Party has or may have in its possession under obligations of confidentiality. Confidential Information shall also include all methodology and technology embedded in such information and all analyses, compilations, data, studies or other documents prepared by the Receiving Party containing or based on any Confidential Information received from the Disclosing Party. Without limiting the foregoing, the discussions that give rise to the Agreement and this NDA or the discussions or negotiations covered by the Agreement and this NDA are Confidential Information.
  
  - c. Certain Exclusions.** Confidential Information does not include any information of the Disclosing Party that: (i) is or becomes publicly available through no wrongful act of the Receiving Party or its Advisors (as defined in Subsection 2(d) below); (ii) is required to be disclosed to a governmental agency or entity, or by law or legal process, by advice of the Receiving Party's legal counsel, provided that before making such disclosure, the Receiving Party gives written notice to the Disclosing Party of such required disclosure in order that the Disclosing Party may interpose an objection thereto or otherwise take action to protect the confidentiality of such information, to the extent that giving such notice is not in violation of any applicable law, order, regulation or rule; (iii) at the time of disclosure to the Receiving Party, was known to the Receiving Party (as evidenced by documentation in the Receiving Party's possession) free of any nondisclosure obligations; (iv) is independently developed by the Receiving Party without reliance on the Confidential Information provided by the Disclosing Party; or (v) that is the subject of a separate agreement described in Section 4 below.

- d. The Parties. The terms “Disclosing Party” and “Receiving Party,” as defined above, include, individually and collectively, the directors, officers, employees, agents and affiliates of the Parties, including without limitation, their attorneys, accountants, consultants, appraisers and tax, financial and other advisors (collectively, “Advisors”). The Receiving Party may disclose Confidential Information of the Disclosing Party to its Advisors on a need to know basis in connection with the Purpose set forth above in Section 1 of this NDA, provided that such Advisors are bound by confidentiality obligations substantially similar to those in this NDA.

### 3. Protection of Confidential Information.

- a. Obligations with Respect to Confidential Information. At all times after the date of receipt of any Confidential Information, the Receiving Party will:
  - i. not use, divulge, or authorize the use of, such Confidential Information for any purpose other than as authorized by this Agreement;
  - ii. hold such Confidential Information in strict confidence and protect such Confidential Information with the same degree of care (but in no event less than a reasonable degree of care) the Receiving Party normally uses to protect its own information that is similar in type or nature to the Confidential Information;
  - iii. not disclose such Confidential Information or any information about the Relationship (including, in the case of discussions occurring in anticipation of establishing a business relationship, the fact that such discussions are taking place or the status thereof) to any person other than to the Receiving Party’s Advisors who (A) need to know such Confidential Information in the course of and in furtherance of the Relationship, (B) are advised of the confidential and proprietary nature of such Confidential Information and are bound by confidentiality obligations herein (which may also be contained in such Advisors’ engagement agreements) that prohibit the further use and disclosure of such Confidential Information, and (C) shall not be permitted to make any public disclosures of adverse, disparaging, critical or negative information about Disclosing Party, either directly or indirectly;
  - iv. not copy or reproduce all or any part of such Confidential Information in any medium, except (A) the Receiving Party may make copies as may be strictly necessary in the course of and in furtherance of the Relationship and may retain copies of any Confidential Information only as permitted in Section 5 of this NDA below. and (B) the Receiving Party’s counsel may retain any Confidential Information, subject to the terms of the Agreement and this NDA;
  - v. not decompile, disassemble, or reverse engineer all or any part of such Confidential Information; and
  - vi. not use such Confidential Information in any manner that is harmful to the Disclosing Party.

- b. Obligations with Respect to Advisors. Without limiting any obligations of the Receiving Party or its Advisors under the Agreement or this NDA, the Receiving Party shall be responsible for any breach of the Agreement and this NDA by its Advisors.
  - c. Obligations in the Event of a Breach. The Receiving Party will (i) notify the Disclosing Party of any use or disclosure of Confidential Information in violation of the Agreement and this NDA promptly after becoming aware of such use or disclosure; and (ii) make every reasonable effort to retrieve Confidential Information that has been used or disclosed in violation of the Agreement and this NDA and to stop the further use or disclosure of such Confidential Information.
4. **Certain Information.** The Parties currently anticipate that COUNTY, as the Receiving Party, will have no use of or access to protected health information or credit card data of donors, patients, or employees in connection with the Purpose. In the event that PPMM, as the Disclosing Party, contemplates granting such access, prior to providing access to the information, PPMM may require COUNTY to enter into a separate agreement that will govern COUNTY's privacy, security, disclosure, notification, and remediation duties and obligations relating to such information. If no such separate agreement is entered into, COUNTY's obligations with respect to such information will be no less than that required by applicable laws, regulations, and self-regulated organization compliance standards.
5. **Ownership.** All Confidential Information disclosed by the Disclosing Party pursuant to the Agreement and this NDA shall be and remain the property of the Disclosing Party. No transfer of any intellectual property rights to Confidential Information is intended or implied hereunder other than those identified in Section 5 of the Agreement. No license to use any intellectual property of the Disclosing Party is granted hereunder except as may be specifically required for the Purpose and then only for such Purpose. All documentation or other tangible media on which Confidential Information is affixed or stored (including, without limitation, computer software or other electronic storage media) shall be returned to the Disclosing Party or destroyed promptly upon written request and shall not thereafter be retained in any form by the Receiving Party, other than as required by legal or regulatory record retention requirements. The rights and obligations of the Parties under the Agreement and this NDA shall survive any such return or destruction of Confidential Information as provided herein.
6. **Enforcement.** The Receiving Party acknowledges that it has received adequate consideration for its obligations under the Agreement and this NDA and that the Confidential Information is valuable and unique and that disclosure in breach of the Agreement and this NDA will result in irreparable injury to the Disclosing Party. In the event of a breach or threatened breach of the terms of the Agreement and this NDA, the Disclosing Party shall be entitled to seek an injunction prohibiting any such breach. Any injunctive relief shall be in addition to and not in lieu of any appropriate relief in the way of money damages or other legal remedy. The Parties agree that no bond or other security will be required for obtaining such relief.
7. **Indemnification.** The Receiving Party will indemnify, hold harmless, and defend the Disclosing Party from and against any and all third-party claims, losses, and liabilities (including court costs and reasonable attorney's fees) to the extent resulting from a breach by the Receiving Party of the representations, duties, and obligations of the Receiving Party under this NDA.

**8. No Representation.** The Receiving Party acknowledges that the Disclosing Party does not make any representation or warranty as to the accuracy or completeness of the Confidential Information.

**9. Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed effective when delivered in person or, if mailed, on the date of deposit in the mail, postage prepaid, and addressed to Party's address as first set forth in the Agreement or to such other address or person as shall have been specified in writing by either Party to the other.

**10. Miscellaneous**

**a. Privilege.** To the extent that any Confidential Information may include materials subject to the attorney-client privilege, work product doctrine, or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, each Party hereto understands and agrees that both Parties hereto and their Advisors have a commonality of interest with respect to such matters and it is the intention and mutual understanding of both Parties that: (i) the sharing of such Confidential Information does not constitute a waiver of attorney-client privilege, the work product doctrine, or any other applicable privilege as to third parties; and (ii) the sharing of such Confidential Information by the Disclosing Party with the Receiving Party does not constitute a waiver of attorney-client privilege, the work product doctrine, or any other applicable privilege as to the Receiving Party in the event of any litigation between the Parties.

**11. Documentation of Identity and Authority to Access Information.** Any visitor, vendor, volunteer, or other such individual or entity seeking access to patients, patient health information, or the Disclosing Party's Confidential Information, or the Disclosing Party's information technology systems under the terms and conditions of the Agreement or this NDA or the terms and conditions of a fully executed Business Associate Agreement will be required to provide appropriate documentation of their identity and their approved authorization to access such information and systems. Such information will be copied and maintained in the appropriate Party's files.

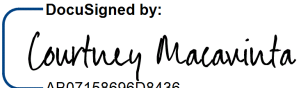
**12. Termination and Survival.** This NDA will terminate on the latter of (a) the Parties mutually agreeing that the Purpose of the Agreement has been achieved or terminated and (b) three (3) years after the Effective Date of the Agreement. Notwithstanding any such termination, all rights and obligations hereunder shall survive with respect to Confidential Information disclosed prior to such termination for a period of five (5) years, and indefinitely with respect to trade secrets or Confidential Information retained by the Receiving Party for legal or regulatory record retention requirements.

<<SIGNATURES ON NEXT PAGE>>

**IN WITNESS WHEREOF**, the Parties have executed this NDA as of the Effective Date of the Agreement first set forth above.

**PLANNED PARENTHOOD MAR MONTE  
“PPMM”**

**COUNTY OF MONTEREY  
MONTEREY COUNTY PROBATION  
DEPARTMENT  
“COUNTY”**

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By: \_\_\_\_\_

Name: Courtney Macavinta

Name: Todd Keating

Title: VP of Learning

Title: Chief Probation Officer