

AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE COUNTY OFFICE OF EDUCATION FOR PROBATION FAMILY SERVICES

This Agreement is made and entered into by and between the County of Lake through its Probation Department, hereinafter referred to as "PROBATION", and the Lake County Office of Education – Healthy Start, hereinafter referred to as "Contractor", collectively referred to as the "parties".

1. **TERM.** This Agreement shall commence on July 1, 2022, and shall terminate on June 30, 2023, unless earlier terminated as hereinafter provided. On July 1st of each year, the term shall automatically renew for an additional year, up to a maximum of two additional years, unless terminated first by either party in writing, or unless this Agreement is amended to modify the term. In the event PROBATION desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

2. **COMPENSATION.** Contractor has been selected by PROBATION to provide the services described hereunder in Exhibit "A" (Scope of Work), attached hereto. Compensation to Contractor shall not exceed seventy-five thousand dollars (\$75,000.00).

Contractor shall provide an in-kind match equal to 30% of expended Supportive and Therapeutic Options (STOP) funds. The in-kind match will be met by Contractor using its own funds to compensate the Healthy Start Director and Administrative Assistant for their time spent in supervisory and administrative duties related to this Contract.

PROBATION shall compensate Contractor for services rendered, in accordance with the provisions set forth in Exhibit "B" (Fiscal Provisions), attached hereto, and incorporated herein. Compensation to Contractor is contingent upon appropriation of federal, state and PROBATION funds.

3. **TERMINATION.** This Contract may be terminated by mutual consent of the parties or by PROBATION upon 30 days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Agreement, PROBATION may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

4. **MODIFICATION.** This Contract may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and the Chief Probation Officer.

5. **NOTICES.** All notices between the parties shall be in writing addressed as follows:

Lake County Probation
201 S. Smith Street
Lakeport, CA 95453
Attn: Chief Rob Howe

Lake County Office of Education
1152 S. Main Street
Lakeport, CA 95453

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OFFICE OF EDUCATION FOR PROBATION FAMILY SERVICES**

6. **EXHIBITS.** The Contract Exhibits, as listed below, are incorporated herein by reference:

Exhibit A – Scope of Services
Exhibit B – Fiscal Provisions
Exhibit C – Compliance Provisions

7. **TERMS AND CONDITIONS.** Contractor warrants that it will comply with all terms and conditions of this Agreement and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

8. **INTEGRATION.** This Contract, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at _____, California on _____.

COUNTY OF LAKE

LAKE COUNTY OFFICE OF
EDUCATION

CHAIR, Board of Supervisors

 

Lake County Office of Education

If applicable
ATTEST:

Clerk to the Board of Supervisors

By: _____

APPROVED AS TO FORM:
ANITA L. GRANT
PROBATION Counsel

By:  _____

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EXHIBIT "A" -SCOPE OF SERVICES

This program proposes to identify at-risk kids immediately upon entry into the public school system. All case management staff, including service partners, are trained in trauma-informed practices as well as the Strengthening Families Framework. As described, early identification of existing or emerging mental health issues allows for direct interventions before severe and disabling effects take root. Further, the identification of emerging mental health issues will continue to take place throughout each student's school career since circumstances can occur at any time due to family or other environmental changes, exposure to bullying or toxic substances such as vaping or illegal drugs, emerging sexual awareness, etc. No students will be allowed to slip through the cracks.

Identify youth with their families will be connected with closed-loop case management to the Family WRAP team for all of their needs. Family WRAP services will be given to the family for no less than 90 days. The Family WRAP team will be composed of a team lead facilitator, a youth partner, a parent partner, rehab specialist, and a member from juvenile probation and behavioral health. The parent and youth partners will contact the family at least once per week in the home, more times if needed. The youth partner will work closely with youth school staff to check on academic progress and attendance as well as facilitate engagement in a SUDS treatment or diversion program, afterschool enrichment opportunities and community activities. The parent partner will engage the parent in addressing gaps in basic needs, parenting, behavior health, and fulfilling protective factors. The rehab specialist will work with the youth and parent on job and independent life skills. The family will learn about Adverse Childhood Experiences and effects of it. The team lead will coordinate monthly Child Family Team meetings (CFT) in conjunction with Probation and SUDS staff. The case management and data collection system will provide the statistics with success stories necessary to pursue additional funding after county's and LCOE's initial funding runs out in three years. Students' success stories, demonstrated through the reduction of on-campus problems and increased graduation rates, will further attract the attention of new sources of funding for program continuation. A caseload of 10 students and their families will be carried by the Family WRAP team.

Pre and Post Assessments of the youth and the family will be conducted as students are referred to the program. The youth will be assessed using the Positive Achievement Change Tool (PACT) 2.0 Full-Assessment (Noble) and the parent will be assessed using the FRIENDS Protective Factors Survey (friendsnrc.org) and the AAPI-Adult and Adolescent Parenting Inventory (assessingparenting.com). All three are evidence-based practices.

Required reporting by the Lake County Office of Education will ensure funders that the program is being appropriately implemented and measures of student well-being are being tracked. Contractor is responsible for hiring Case Coordinator as a Team Lead and a Rehab Specialist. Present Staff will serve as parent and child partner.

The overall goal of Family WRAP is that children are less likely to be abused, neglected, or incarcerated through improved adult and child health & well-being and family resilience and stability. This will result in a reduced number of law enforcement reports for families receiving

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and/or who have completed Family WRAP services. Additionally Family WRAP includes strengthening the following:

- Concrete Supports-Minimum basic needs of the family are addressed, and parents know where to go to find resources in times of need.
- Social Supports and Connections-Parents recognize who they have healthy relationships with that they can count on among their friends and family members.
- Parental Resilience-Parents are more able to cope and problem-solve, and family functioning is strengthened.
- Parenting Knowledge-Parenting efficacy is improved, and families understand what constitutes child safety and well-being.
- Children's Development-Children have increased opportunity for healthy development in all domains.

Contractor shall provide Family WRAP services to families referred by Probation. This will include outreach, needs assessments, development of service plans, and strategic case management tailored to meet the needs of the family in compliance with the goals listed above. Contract will:

1. Provide trained staff with supervision.
2. Maintain list of clients who are active cases being managed by individual staff.
3. Target is for a caseload of 24 active cases per 1.0 FTE staff.
4. Make contact with family within 5 days of receipt of referral from Probation. Document initial attempts (successful and unsuccessful) to make contact with family.
5. Upon successful contact, perform at least weekly home visits with family for the first 30 days. During this period, complete all required paperwork, with focus on student and the parent/guardians including.
 - a. Authorization to Exchange Information
 - b. CalWORKs Release of Information (ROI) where applicable.
 - c. Freedom of Choice form
 - d. Family Goal Worksheet/Safety Plan
 - e. Individual and Family Needs Assessment
 - f. Agreed-upon screening for health status, including substance use, tobacco, DV and depression (AAPI, NSCS, PFS2, PACT, CANS)
 - g. Adverse Childhood Experiences (ACE) questionnaire
6. Upon completion of 30 days of services, evaluate family based on participation, progress and need. Document case plan/empowerment plan with both long and short-term goals and timeline for completion.
7. After first 30 days of contact, provide at least 2 in person contacts per month based on case plan. Maintain a contact log for each family detailing the date and method of contact. Review and update case plans every 30 days.
8. Refer family for additional support, resources and services, as necessary.
9. Ensure appropriate cultural support for referred families.
10. Target is for 50% of participants to complete in-home Nurturing Parenting Program. Complete pre-AAPI and/or NSCS-short form at start and then post-AAPI and/or NSCS short form upon completion of program or at 12 months (whichever is sooner) for parent receiving and ongoing in-home NP program.
11. Track referrals, services provided, and family progress.
12. Participate in Child Family Team Meetings as appropriate.

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13. Participate in and/or convene Case Management Meetings as needed.
14. Participate in training as needed to promote consistency and quality of service delivery.
15. Participate in an Advisory Council with partner agencies when scheduled.
16. Participate in Core Meetings to oversee work, and review and discuss process and results for evaluation purposes.

REPORTING REQUIREMENTS

Contractor shall submit the following reports to County:

1. Quarterly summary reports with demographic and service data, along with narrative on a template provided by the County, including data on total number of referrals received from County during the period, number of cases that have been closed and the reason why, number of active cases, and number of referrals where services were refused.
2. Final summary report, within 60 days of the end of the fiscal year, cumulative for the entire fiscal year, with unduplicated counts of participants' demographic and service data on template provided by County. Include data on total number of referrals received from County during the period, number of cases that have been closed and the reason why, number of referrals where services were refused. Additionally, include a narrative report with discussion of the progress made based on the goals above; including improvements families have shown for basic needs, child safety and well-being, parent functioning and efficacy, and children's healthy development; and discussion of what attributes families exhibit who have successfully completed Family WRAP program during this period.

MONITORING REQUIREMENTS

Contractor has been identified by County as a Contractor under the BSCC Proposition 64 Public Health & Safety in regards to the services provided under this Contract and is subject to all monitoring deemed necessary by County and any other county, state and federal regulations. This includes a site visit to review case management files, financial records, and any other information relating to this contract.

RECORDS RETENTION

Contractor shall prepare, maintain and/or make available to the County upon request, all records and documentation pertaining to this Contract, including financial, statistical, property, recipient and service records and supporting documentation for a period of four (4) years from the date of final payment of this Contract. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, the Contractor shall retain the records until resolution of litigation or audit. After the retention period had expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

GRIEVANCE

Contractor agrees to provide a procedure through which recipients of Contract services shall have the opportunity to grieve or complain regarding service.

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EXHIBIT "B" – FISCAL PROVISIONS

1. BUDGET

The Contractor shall submit, in advance, a detailed budget, in the format approved by Probation for review and approval by the Director. Contractor shall be compensated only for expenses included in the approved budget. Modification to the budget must be approved in advance by the Director.

2. EXPENDITURE OF FUNDS

A. Contract funds shall not be used to purchase food or promotional merchandise or to attend conferences unless specifically approved in the budget.

B. Contract funds shall not be used to purchase computers, printers, software or any related equipment unless specifically approved in the budget.

C. Director reserves the right to refuse payment to Contractor or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

3. EQUIPMENT PURCHASED WITH CONTRACT FUNDS

Contractor shall maintain an inventory of all equipment purchased with Contract funds and shall submit a copy of said inventory along with Contractor's June invoice or upon termination of the Contract. All equipment purchased with Contract funds is the property of PROBATION and shall be delivered to PROBATION if no longer needed or upon termination of the Contract.

4. CONTRACTOR'S FINANCIAL RECORDS

Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

5. INVOICE

A. Contractor shall submit quarterly invoices, in the format approved by PROBATION, based on actual expenses, no later than the 20th of the month following the quarter in which services were provided, except for the final quarter of the fiscal year (April, May, and June).

B. For the final quarter of the fiscal year:

1. Funding for this Contract is appropriated on a fiscal year basis. PROBATION is not able to compensate Contractor after the close of the fiscal year period.

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2. To ensure Contractor is properly compensated, Contractor shall submit invoices based on estimated expenses, including all anticipated costs, no later than June 5 each year.

3. Contractor shall follow up by submitting invoices for actual expenses, as stated hereinabove in Paragraph SA., including remittance of the full amount of any overpayment that occurred in the event estimated expenses exceeded actual.

C. PROBATION shall review and approve Contractor's invoices and make payment within fifteen (15) days of approval.

6. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS

A. Contractor warrants that it shall comply with all audit requirements established by PROBATION and will provide a copy of Contractor's Annual Independent Audit Report, if applicable.

B. PROBATION shall conduct periodic audits of Contractor's financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow PROBATION, or other appropriate entities designated by PROBATION, access to all financial records pertinent to this Contract.

C. Contractor shall reimburse PROBATION for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of Director.

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EXHIBIT "C" - COMPLIANCE PROVISIONS

1. INFORMATION INTEGRITY AND SECURITY

A. Contractor ensures that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with Welfare and Institutions Code Section 10850, Data Privacy and Security Agreement, Lake County Information Security Policy, Health Insurance Portability and Accountability Act (HIPAA), and all other applicable laws, regulations and policies.

B. Contractor shall immediately notify PROBATION of any known or suspected breach of personal, sensitive and confidential information related to Contractor's work under this Contract.

2. NON-DISCRIMINATION

A. Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

B. Contractor shall comply with and annually sign the PROBATION "Assurance of Compliance" form.

3. ABUSE REPORTING REQUIREMENTS

A. Contractor shall ensure that all known or suspected instances of child abuse or neglect, as defined in Penal Code Section 11165, are reported to Child Welfare Services.

B. Contractor shall ensure that all known or suspected instances of elder abuse as defined in Welfare and Institutions Code 15610, are reported to Adult Protective Services.

4. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not, within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

4. Have not, within a three-year period preceding this Contract, had one or more public transactions terminated for cause or default.

B. Contractor shall report immediately to Director, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by Director.

5. CHILD SUPPORT

Contractor shall comply with Public Contract Code Section 7110(a), recognizing the importance of child and family support obligations and enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code.

6. PAYROLL TAXES AND DEDUCTIONS

Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

7. CONTRACTS IN EXCESS OF \$100,000

Contractor shall comply with all applicable orders or requirements issued under the following laws:

- A. Clean Air Act, as amended (42 USC 1857).
- B. Clean Water Act, as amended (33 USC 1368).
- C. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
- D. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).
- E. Public Contract Code Section 10295.3.

8. INDEMNIFICATION AND HOLD HARMLESS

Contractor shall indemnify and defend the County of Lake and its officers, employees, and agents against and hold them harmless from any and all claims losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County of Lake, whether for damage to or loss of property, or injury to or death of person, including properties of County of Lake and injury to or death of County of Lake officials, employees or agents, arising

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out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County of Lake.

9. STANDARD OF CARE

Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

10. INTEREST OF CONTRACTOR

Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

11. INSURANCE

A. Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

B. Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

C. Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

D. Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

E. Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

F. In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance

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at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

G. For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

H. The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insured's and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

I. Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provisions of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

J. Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

12. ATTORNEY'S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

13. ASSIGNMENT

Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of Director except that claims for money due or to become due Contractor from PROBATION under this Contract may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to PROBATION. Any attempt at assignment of rights under this Contract except for those specifically consented to by both parties or as stated above shall be void.

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14. INDEPENDENT CONTRACTOR

It is specifically understood and agreed that, in the making and performance of this Contract, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. PROBATION agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein. Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Contract (including without limitation, unemployment insurance, social security and payroll tax withholding.)

15. OWNERSHIP

All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of PROBATION.

16. ADHERENCE TO APPLICABLE DISABILITY LAW

Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

17. HIPAA COMPLIANCE

Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIP AA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

18. SAFETY RESPONSIBILITIES

Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

19. JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

20. RESIDENCY

All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

21. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.