

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and **Community Solutions** ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on July 1, 2020, and end on June 30, 2021, unless sooner terminated as specified herein.

2. Scope of Services.

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: California State Minimum

6. Termination.

The number of days of advance written notice required for termination of this contract is 30.

7. Specific Terms and Conditions (check one)

- ☐ [] There are no additional provisions to this contract.
- ☒ [X] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- ☒ [X] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Name: Tracey Belton
Title: Director

Address: 1111 San Felipe Rd, Suite 206
Hollister, Ca. 95023

E-Mail: tbelton@cosb.us

Telephone No.: (831) 630-5146

Contract Administrator for CONTRACTOR:

Name: Erin O'Brien
Title: CEO/Executive Director

Address: 9015 Murray Ave Suite 100
Gilroy, Ca. 95020

E-Mail: E.O'Brien@communitysolutions.org

Telephone No.: (408) 846-4776

SIGNATURES

APPROVED BY COUNTY:

Name: _____

Chair, San Benito County Board of Supervisors

Date: _____

APPROVED BY CONTRACTOR:

ESB

Name: Erin O'Brien

Title: President / CEO

Date: 6-17-20

APPROVED AS TO LEGAL FORM:

Barbara Thompson, San Benito County Counsel

By: [Signature]

Date: 6-22-2020

ATTACHMENT A

Scope of Services

CONTRACTOR agrees to provide the following Commercially Sexually Exploited Children (CSEC) services on behalf of COUNTY to youth who have been identified by COUNTY or any other community agency as being at risk of being commercially sexually exploited. CONTRACTOR also agrees to provide Independent Living Program (ILP) services to youth (ages 16 to 21) who have been deemed eligible and referred by San Benito County Health & Human Services CPS or San Benito County Probation.

CONTRACTOR agrees to provide the following services:

I. CSEC Steering Committee Meetings:

Contractor will schedule, run and host quarterly CSEC Steering Committee meetings. The Steering Committee's role will be to ensure oversight of the projects, update and operationalize the Tri-County CSEC MOU for working with sexually exploited youth, and ensure a collaborative multidisciplinary team approach to providing coordinated case management, service planning, and services to identified youth. The Steering Committee members will also identify further training on promising practices and tools for working with at-risk or sexually exploited youth for County staff and community partners to participate in to enhance identification and response to human trafficking.

II. CSEC Case Management:

CONTRACTOR will provide case management services to at-risk youth and youth who have been confirmed as CSEC. CONTRACTOR will be available 24 hours, seven days per week to provide services outlined in this agreement. Case management includes working with youth to establish goals, creating plans to achieve goals, providing services or referral to services to meet needs identified in assessments, monitoring progress toward achievement of the goals, safety planning, peer counseling, linkages to resources, life skills support, and accompaniment to court hearings, interviews, and medical appointments and closing cases when goals have been achieved. 60% of the youth identified that met with an advocate during the crisis intervention phase, will meet with the advocate three times or more. The advocate will provide support through peer counseling, development of goals, safety planning, and linkage to resources.

III. CSEC Crisis Intervention:

CONTRACTOR will provide 24 hour crisis intervention. CONTRACTOR will respond in-person or by telephone to offer immediate, short-term help to youth

who are experiencing an event that produces emotional, mental, physical, and/or behavioral distress. During this time, 70% of the youth that meet with an advocate will engage in a one hour peer counseling session. During this meeting the advocate will provide peer counseling, verbal safety planning, discuss the youth's feelings and concerns, and provide any necessary resources. Crisis intervention includes providing services to meet the youth's basic needs such as food, clothing and hygiene and grooming items. It is expected that 100% of CSEC clients requesting help with basic needs will received it.

CONTRACTOR shall initiate an Immediate Crisis MDT if appropriate to address the immediate safety concerns of the youth pursuant to the Tri-County CSEC MOU.

IV. ILP Services:

CONTRACTOR will provide Independent Living Program services to eligible youth ages 16 to 21 years who have been referred by San Benito County Health & Human Services CPS or San Benito County Probation. The services are based on the youth's individual needs and goals as described in their Transitional Independent Living Plan (TILP). Services are designed to assist youth to achieve self-sufficiency prior to and after exiting the foster care system. ILP youth will receive a stipend for attending and completing classes.

Services available to help young people prepare for adulthood include:

- Independent life skill classes
- Daily living skills
- Education resources
- Assistance with applications for student aid
- Help in getting a job
- Housing resources
- Money management
- Decision making
- Building self-esteem
- Support and advocacy

CONTRACTOR will ensure that 80% of the youth referred by San Benito County Health & Human Services CPS or San Benito County Probation will work on their TILP goals when working with the ILP case manager.

V. Youth Conference

CONTRACTOR will host of youth conference to youth ages 14 to 21 years old and shall be available to all San Benito County youth with a focus on reaching current and former foster youth, probation youth, and homeless youth. The conference will focus on building youth leadership and healthy pro-social skills.

Youth will help to provide input and conference planning. CONTRACTOR will ensure that 60% of the youth who attended the youth conference will learn at least one positive way they can become more involved in their community.

VI. Youth Drop In Center:

CONTRACTOR in partnership with the San Benito County Behavioral Health will establish a youth drop-in center which will be housed at the Esperanza Center. The drop-in center will be dedicated to supporting youth 14 to 21 and shall be available to all San Benito County youth with a focus on reaching current and former foster youth, probation youth, and homeless youth.

- a. The drop-in center will be open Monday through Thursday from 3:00 PM to 7:00 PM.
- b. The drop-in center will provide the following services and/or classes:
 - Life Skills Groups that will cover topics such as: money management; career development; employment resources; educational resources; education planning for college or vocational schools; navigating housing; and medical and mental health resources.
 - Healthy Relationships workshops that will cover topics such as: exploring the connection between violence and oppression; examining the dynamics of power and control in relationships; exploring how to identify and respond to bullying behavior; and defining relationship violence and identifying unhealthy warning signs that exist; exploring strategies to ending unhealthy relationships; defining sexual harassment; learning skills for assertive communication; learning skills and strategies to safely intervene in negative situations; and discussions on creating and maintaining healthy relationships.
- c. Two case managers and a youth peer support worker will be on site each day to provide support and guidance to youth.
- d. 35% of the youth who attended the youth drop in center will return more than once to the drop in center.
- e. 25% of the youth who participate in the youth drop in center will attend at least one of the informational groups (life skills, healthy relationships) offered by at the drop in center.

VII. Staffing:

CONTRACTOR will provide 1.56 staff FTEs consisting of one full-time case manager for 10 months (.83 FTE), a part-time (0.08 FTE) case manager for two

months, two part time (0.25 FTE and 0.25 FTE) case managers and a 0.15 FTE of Program Manager.

VIII. Deliverables:

Contractor will report quarterly:

July – Sept due on Oct 15th

Oct – Dec due on Jan 15th

Jan – March due on April 15th

April – June due on July 15th

Reports will include a brief narrative of the previous quarter's activities and the following data:

CSEC Crisis Intervention:

- Number of Youth and basic demographic information of the youth receiving crisis intervention services.
- During this time, 70% of the youth that meet with an advocate will engage in a one hour peer counseling session. During this meeting the advocate will provide peer counseling, verbal safety planning, discuss the youth's feelings and concerns, and provide any necessary resources.
- Crisis intervention includes providing services to meet the youth's basic needs such as food, clothing and hygiene and grooming items. It is expected that 100% of CSEC clients requesting help with basic needs will received it.

CSEC Case Management:

- Number of Youth and basic demographic information of the youth receiving case management services.
- 60% of the youth identified that met with an advocate during the crisis intervention phase, will meet with the advocate three times or more. The advocate will provide support through peer counseling, development of goals, safety planning, and linkage to resources.

ILP Services:

- Number of Youth and basic demographic information of the youth receiving case management services.
80% of the youth referred by San Benito County Health & Human Services CPS or San Benito County Probation will work on their TILP goals when working with the ILP case manager

Youth Conference

- Number of Youth and basic demographic information who attended the conference
- 60% of the youth who attended the youth conference will learn at least one positive way they can become more involved in their community.

Youth Drop In Center:

- Number and basic demographic information of Youth who attended the youth drop in center
- 35% of the youth who attended the youth drop in center will return more than once to the drop in center.
- 25% of the youth who participate in the youth drop in center will attend at least one of the informational groups (life skills, healthy relationships) offered by at the drop in center.

ATTACHMENT B
Payment Schedule

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis:

Attachment A.

The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR:

A total sum not to exceed **\$159,117 (One hundred Fifty Nine Thousand One Hundred Seventeen dollars),**

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS:

The following specific terms of compensation shall apply: (Specify)

- a) Contractor will submit monthly invoices detailing actual expenditures per line item in accordance with the attached budget (Attachment B1).

Accounting contact for COUNTY:

Name: Casey Estorga

Title: Deputy Director Fiscal

Address: 1111 San Felipe Rd Suite 206

Hollister, California 95023

E-Mail: cestorga@cosb.us

Telephone No.: (831) 630-5179

Accounting contact for CONTRACTOR:

Name: Erin O'Brien

Title: CEO/Executive Director

Address: 9015 Murray Ave Suite 100

Gilroy, Ca. 95020

E-Mail: E.Obrien@communitysolutions.org

Telephone No.: (408) 846-4776

END OF ATTACHMENT B

SBC CSEC Budget FY 2020-2021

From CFL No 19/20-59: https://mcusercontent.com/73901133dd7ea1a5581344daf/files/d309511d-c190-4c26-a774-9a4b662da356/19_20_59.pdf

SBC State Funding \$ 140,269.00

SBC ILP Funding \$ 18,848.00

Personnel

Erica Elliott, Program Manager \$6,667 per/mo x 12mos x 15% = \$12,000	\$	12,000	Program Manager will oversee the drop-in center, Coordinate the Youth Conference, oversee case management services, facilitate the CSEC Steering Committee, meetings and protocol implementations
Jannet Chaires, Case Manager Bilingual \$4,041.42 per/mo x 100% x 10 mos = \$40,414	\$	40,414	Staff will be responsible for main drop-in center staff, providing case management and ILP services to youth, and running life skills workshop programs. (Jannet will be out on leave in July & August 2020)
Monserrat Almanza, Case Manager Bilingual \$4,041.42 per/mo x 50% x 2mos = \$4,041.42	\$	4,041	Staff will be responsible for providing case management and ILP services in July and August and providing some support at the Youth Drop in Center
Teresa Gonzales, Case Manager \$4,041.42 per/mo x 25% x 12 mos = \$12,124	\$	12,124	Staff will be responsible for assisting with the drop-in center, providing healthy relationships groups, and assist in incentive programs
Laura Gavlan, Case Manager, Bilingual \$4,041.42 per/mo x 25% x 12 mos = \$12,124	\$	12,124	Staff will be responsible for assisting with the drop-in center, provide case management services to at-risk and sexually exploited youth, and assist in incentive programs
Subtotal Personnel	\$	80,704	
Benefits @ 28%	\$	22,597.16	
Payroll Tax @ 8.25%	\$	6,658.09	
Total Personnel	\$	109,959	

Agency Operating Costs

Service Charges	\$	766	Cost of payroll processing, recruitment, and other related services and costs legal and auditing services
Telephone	\$	1,300	Cost of phone, internet, and cell phones
Postage & Shipping	\$	87	Cost of postage and other related costs
Occupancy & Facilities Team	\$	2,781	Cost of facility maintenance
Rent	\$	3,000	Cost of renting business/service delivery space and office space
General Insurance	\$	373	Cost of general liability and other business insurance
Utilities	\$	500	Cost of utilities including water, gas and electricity
Rental/Maintenance of Equipment	\$	1,000	Cost for lease and service of copiers, fax machines, printers and other office equipment
Printing & Publications	\$	889	Cost of printing of handouts, posters, evaluations, other materials
Mileage Reimbursement	\$	1,500	Cost of reimbursing employees for the use of personal vehicles
MIS	\$	1,930	Cost of Computer operations
Miscellaneous	\$	266	Cost for miscellaneous items including property tax and other
Subtotal Agency Operating	\$	14,392	

Rent for youth drop in center will provided in-kind by Behavioral Health Department**ILP, CSEC, and Drop In Center Operating Costs**

Program Supplies	\$	9,854	Costs for programmatic supplies for project, funding incentives trips for youth to act as greeters, attend groups, and participate in different activities.
ILP Youth Incentives	\$	5,000	Costs for youth for support with pro-social goals, incentives specific for ILP youth for attending programs, and support with life function needs.
Youth Conference	\$	4,000	Costs for youth conference supplies, speakers, etc.
Subtotal Program Operating	\$	18,854	
Indirect Costs @ 10%	\$	15,912	
Grant Total	\$	159,117	

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed. CONTRACTOR certifies that no one who has or will have any financial interest under this contract is an officer or employee of COUNTY.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of

such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with

respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY shall give CONTRACTOR notice of the amount of any offset and the reason for the deduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C.

ATTACHMENT D

PUBLIC SOCIAL SERVICES INFORMATION CONFIDENTIALITY STATEMENT Consultants and Independent Contractors Accessing Child Protective Services Records

The Health & Human Services Agency (H&HSA) is responsible for securing confidential information from individuals and families for purposes of providing public social services. H&HSA takes this responsibility seriously. By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Child Protective Services case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the San Benito County Health and Human Services Agency – Child Protective Services Department.

You may only access confidential information if you have a specific program business need for that information in the performance of your contract with County. You may only disclose confidential information to the contract administrator, child welfare staff, Agency Director or Child Welfare Deputy Director or other individuals specifically named in the contract with County. If you access confidential information without a specific program business need or if you disclose confidential information to any person other than those specified in the contract or this confidentiality statement, your contract may be immediately terminated by the County, and you may be subject to criminally fines or penalties.

By your signature and initials below, you acknowledge that confidential child protective services information is subject to strict confidentiality requirements imposed by state and federal law including, but not limited to: California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144, and California W&I Code §10850.

READ AND INITIAL EACH OF THE STATEMENTS PRINTED BELOW

I certify that, in order to ensure the confidentiality and security of data, I agree to:

- ☒ Access, distribute, share, and retain confidential data only as authorized and only as needed to conduct Agency business as required to perform my contract scope of services.
- ☒ Store under secure conditions all confidential data that I retain and ensure its confidential and timely destruction when no longer needed to fulfill the services under my contract.
- ☒ Respect the confidentiality and privacy of individuals whose data I access.
- ☒ Protect confidential information located at my place of business.
- ☒ Report immediately to the County any and all apparent and suspected security breaches of County confidential information.

I Certify that I agree NOT to:

- ☐ Discuss verbally or distribute in electronic or printed formats any confidential data except as authorized and as needed to perform my contract scope of services.
- ☐ Make unauthorized copies of confidential data.
- ☐ Engage in any activity that would compromise the security or confidentiality of data held in County records.

I certify that I have read, understand and initialed the confidentiality statement printed above and agree to comply with them.

Erin O'Brien
CONTRACTOR NAME

EJB
SIGNATURE

6-17-20
Date

ATTACHMENT D

ATTACHMENT E
SAN BENITO COUNTY
BUSINESS ASSOCIATE ADDENDUM

- (a) Contractor shall comply with, and assist the County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164), hereinafter collectively referred to as the "Privacy Rule." Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms are used in the Privacy Rule.
- (b) Except as otherwise limited in this Addendum, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of the County as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule with which the County complies.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Addendum, or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum.
- (f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor as a result of a use or disclosure of Protected Health Information by Contractor which is in violation of the requirements of this Agreement.
- (g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, created, or received by Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set; this Protected Health Information will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
- (i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs, pursuant to 45 CFR Section 164.526, at the request of the County or an Individual, and in the time and manner designated by the County.
- (j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County, to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.

- (k) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.
- (m) A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.
 - (1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.
 - (2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.
- (n) The Parties agree to take action to amend this Agreement from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.