

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and Justice Benefits, Incorporated, a business unit of Unifcare, Ltd. ("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, 2018 and end on June 30, 2022, unless sooner terminated as specified herein. Unless either party gives the other party written notice within not less than thirty (30) days of the expiration of the contract, the contract shall automatically renew for a one (1) year period of time upon the same terms and conditions as set forth 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: | <u>\$1,000,000 per occurrence; \$2,000,000 aggregate</u> |
| (b) | Professional liability insurance: | <u>\$1,000,000</u> |
| (c) | Comprehensive motor vehicle liability insurance: | <u>\$1,000,000</u> |

6. Termination.

The number of days of advance written notice required for termination of this contract is at least thirty (30) days prior to the expiration of this Agreement.

7. Specific Terms and Conditions (check one)

- ☐ There are no additional provisions to this contract.
- ☒ 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.
- ☐ 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: Darren Thompson
Title: San Benito County Sheriff
Address: 451 Fourth Street
Hollister, California 95023
Phone: (831) 636-4080

Contract Administrator for CONTRACTOR:

Name: Jaime Brown
Title: Vice-President
Address: 1711 E. Beltline Road
Coppell, TX 75019
Phone: (800) 835-2164

SIGNATURES

APPROVED BY COUNTY:

San Benito County Board of Supervisors

By: _____

Anthony Botelho, Chair

Date: _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: Shirley L. Murphy

Shirley L. Murphy, Deputy County Counsel

Date: May 11, 2018

APPROVED BY CONTRACTOR:

JB, LTD., a Texas Limited Partnership

By: Justice Benefits, Inc., a Texas Corporation

Its: Corporate General Partner

By: Jaime Brown

Jaime Brown, Vice-President

Date: May 2, 2018

ATTACHMENT A

Scope of Services

CONTRACTOR, for the COUNTY'S benefit, will provide the following benefits:

A-1. The COUNTY provides many services that are funded directly by local and state funds when, in fact, some of those services are eligible for Federal Financial Participation (hereinafter "FFP"). CONTRACTOR will provide professional assistance to explore opportunities for new state funding, to review prospects for expansion of existing and new state funding opportunities, and to secure additional FFP as may be appropriate for the County.

A-2. CONTRACTOR will review the policies and procedures used by the COUNTY to identify such additional federal, state, and other revenue sources, if any, as may be available to the COUNTY through participation in new programs or expansion of existing FFP. These efforts may include any of the following activities: advising the COUNTY of the reimbursement opportunity, preparing or enhancing the claim, preparing or assisting with submittal packages, preparing audit files, assisting the COUNTY with submittals, assisting the COUNTY should it be audited for claims on which CONTRACTOR assisted, or other related federal, state, or other revenue enhancement activities.

A-3. CONTRACTOR will continually monitor for new opportunities of funding. Whenever a new federal reimbursement opportunity arises, CONTRACTOR may notify the COUNTY of that opportunity. CONTRACTOR will strive to identify and optimize all federal and state reimbursement opportunities for the COUNTY; but is not obligated to make the COUNTY aware of all possible opportunities and shall have no liability for any omission to identify the same. Upon the COUNTY signing a written directive and/or Initiative with CONTRACTOR for the claiming of federal and/or state dollars, then CONTRACTOR will be entitled to compensation for that Initiative as set forth in Paragraph B-4, in Attachment B to this contract.

A-4. CONTRACTOR recognizes that the COUNTY is being underpaid under the State Criminal Alien Assistance Program (SCAAP) for housing undocumented aliens convicted of one (1) felony or two (2) misdemeanors and who have been incarcerated for a minimum of four (4) consecutive days. CONTRACTOR will develop the cost data, secure the necessary data required to document qualified inmates, and prepare the Alien Assistance claims. CONTRACTOR will work with the COUNTY to optimize future claims by securing 100% allowable data related to inmates. The last claim submitted by CONTRACTOR was SCAAP FY 2016. The submission of the SCAAP FY 2017 applications are in progress.

END OF ATTACHMENT A.

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: (check one)

- ☐ One month in arrears.
- ☐ Upon the complete performance of the services specified in Attachment A.
- ☒ The basis specified in paragraph B-5.

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: (check one)

- ☐ a total lump sum payment of \$ _____, or
- ☒ a total sum not to exceed twenty-two percent (22%) of the amount of increased revenues to the COUNTY, as a direct result of CONTRACTOR'S services,

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in paragraph B-4 of this Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- ☐ There are no additional terms of compensation.
- ☒ The following specific terms of compensation shall apply: (Specify)

TERMS OF COMPENSATION:

- a. The parties agree that CONTRACTOR will be compensated for revenue sources that directly result from CONTRACTOR'S activities described in the Scope of Services set forth in Attachment A to this contract, at the rates included in each attached written directive and/or Initiative signed by the COUNTY.
- b. The parties recognize that the anticipated amount of increased revenue to the COUNTY, as a result of CONTRACTOR'S services, is unknown and unquantifiable until CONTRACTOR collects data. Thus, the COUNTY shall pay CONTRACTOR twenty-two percent (22%) of all new revenues received by the COUNTY (prospectively or retroactively), as described in each of the County-signed Initiatives, that are a direct result of CONTRACTOR'S services rendered pursuant to the terms and conditions of this contract, as more specifically described in Attachment A to this contract.
- c. Unless otherwise agreed or directed by CONTRACTOR in writing, the COUNTY shall make payment to the order of JBI, at 1711 E. Beltline Road, Coppell, Texas 75019.

- d. Both parties recognize that delays in payment or reimbursement to the COUNTY by the Federal or State government may occur. CONTRACTOR will be reimbursed within thirty (30) days after funds are actually received by the COUNTY and an accurate invoice is delivered to the COUNTY by CONTRACTOR, even if those receipts occur beyond the contract term. In the event a written invoice for services provided under this contract remains unpaid for sixty (60) days, CONTRACTOR shall be entitled to interest at the highest rate authorized by law.
- e. The parties agree that in the unlikely event any funds recovered by the COUNTY as a result of this agreement be subsequently disallowed, that the related fees paid to CONTRACTOR based on such disallowed reimbursements will be credited against future payments to CONTRACTOR, or be promptly repaid to the COUNTY should this agreement be terminated. In any event, the monetary amount of damages and the full extent of CONTRACTOR'S liability to the COUNTY, if any, shall be strictly limited to the amount of funds paid to, or owed to CONTRACTOR as a result of this contract.
- f. CONTRACTOR shall have the right to review the COUNTY'S claims, grant awards, and such books, records, and other documents as may be required to ensure that the payment of CONTRACTOR'S fees is in accordance with this contract.

END OF ATTACHMENT B.

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

Specific Terms and Conditions

D-1. RESPONSIBILITIES OF THE COUNTY

The COUNTY'S contract administrator, designated in paragraph 8 of this contract, will sign each CONTRACTOR Initiative of which the COUNTY approves, monitor CONTRACTOR'S performance under the terms and conditions of this agreement; and authorize payment for services rendered based upon properly submitted invoices to the COUNTY in accordance with Attachment B to this contract. The COUNTY will provide CONTRACTOR with copies of or access to documents and databases that are necessary for the successful completion of work required by this agreement.

D-2. CONFIDENTIALITY

The parties mutually agree that the confidentiality of the information obtained by CONTRACTOR shall be strictly observed, as permitted by law, in any reporting, auditing, invoicing and evaluation, provided however, that this provision shall be construed as a standard of conduct and not a limitation upon the right to conduct the foregoing activities.

D-3. RECORDS TO BE MAINTAINED

Paragraph C-5 of Attachment C to this contract is hereby deleted in its entirety. CONTRACTOR does not keep time and expense records and will not submit a bill other than what has been specified in Paragraph B-4 of Attachment B to this contract.

D-4. PROHIBITION OF ASSIGNMENT AND DELEGATION OF DUTIES

Paragraph C-13 of Attachment C to this contract is hereby deleted in its entirety and replaced by the following provision: 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 COUNTY'S prior written consent, and any attempted assignment or delegation without such consent shall be void. CONTRACTOR may assign its right to be paid by the COUNTY after completing its work on an Initiative, without the COUNTY'S prior written consent. CONTRACTOR shall promptly notify the COUNTY of any such assignment of the right to payment.

D-5. ENTIRE AGREEMENT

Paragraph C-16 of Attachment C to this contract is hereby deleted in its entirety and replaced by the following provision: This contract and its attachments (including all approved Initiatives), contain 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. Any previous proposals, offers, discussions, preliminary understandings and other communications relative to this contract, oral or written, are hereby superseded by this contract.

D-6. TERMINATION

Paragraph C-18 of Attachment C to this contract is hereby deleted in its entirety and replaced by the following provision:

TERMINATION

Either party may terminate this contract, by written notice to the other party, if any of the following occur:

- a. the other party defaults under this contract and fails to cure such default within thirty (30) days of receipt of written notice of default from the other party;
- b. either party becomes insolvent, makes an assignment for the benefit of creditors, files or proposes to file a voluntary petition or has an involuntary petition filed or action commenced against it under the United States Bankruptcy Code or any similar federal or state law for the purpose of affording relief from creditors;
- c. either party makes or attempts to make an assignment of rights or delegation of duties under this contract without the other party's prior written consent;
- d. sufficient federal, state or other funds to be secured under this contract have not been appropriated by law to permit the COUNTY to meet its payment obligations under this contract; or
- e. the San Benito County Board of Supervisors does not appropriate sufficient funds for any fiscal year equal to the amounts due under this contract. The parties expressly acknowledge that the COUNTY'S obligation to make payments under this contract for each fiscal year is contingent upon approval of the appropriation of funds by its legislative body, the Board of Supervisors. In the event the Board does not appropriate sufficient funds for any fiscal year equal to the amounts due under this contract, the COUNTY may terminate the contract effective on the first day of the fiscal year for which funds were not appropriated. However, once CONTRACTOR begins work on a Program's claims Fiscal Year, CONTRACTOR shall be entitled to complete and be paid for that Fiscal Year's claim as dollars are received by the COUNTY.

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 of Attachment C to this contract, as revised in paragraph D-3 to this Attachment D.

D-7. NOTICES

Paragraph C-19 of Attachment C to this contract is hereby revised to provide that significant notices shall be sent by Certified Mail. The term "Significant notice" shall include, but is not limited to, notice of default and notice of termination. Any notice, specifications, reports, or other written communications shall be considered delivered when posted, by certified mail, to the other party at the address specified in paragraph 8 of this contract. Except as expressly modified herein, Paragraph C-19 will remain in effect.

D-8. AUTHORITY AND CAPACITY

Paragraph C-23 of Attachment C to this contract is hereby deleted in its entirety and replaced by the following provision: Each party and each party's signatory warrant and represent that all necessary approvals for the execution of this contract have been obtained from their governing bodies and that each

has full authority and capacity to enter into this contract as a binding act. Some programs require a submission with a digital signature from an authorized elected official of the COUNTY. In those instances, CONTRACTOR will prepare the claim and provide step-by-step instructions for the authorized COUNTY official to complete the online form.

D-9. REDUCTION OF CONSIDERATION

Paragraph C-28 of Attachment C to this contract is hereby deleted in its entirety. CONTRACTOR'S financial obligations to the COUNTY, if any, will be determined pursuant to paragraph B-4 of Attachment B to this contract.

D-10. COUNTERPARTS

Paragraph C-29 of Attachment C to this contract is hereby deleted in its entirety and replaced by the following provision: This contract and the Initiatives that follow 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.

D-11. MISCELLANEOUS PROVISIONS

- a. **Changes to be in Writing.** This contract may be amended, in writing, to include additional work the COUNTY desires to be completed on a fixed or contingent fee basis, upon the written approval of both parties.
- b. **Choice of Law, Forum Selection and Alternative Dispute Resolution.** Once records are made available, CONTRACTOR shall perform the claim preparation work at its headquarters in Coppell, Texas. This contract shall be governed by the laws of the State of California, and any disputes shall be resolved in the courts of said state, with venue in San Benito County. The parties prefer informal resolution of any disputes. Prior to filing litigation, the parties shall discuss participating in alternative dispute resolution, including a pre-suit mediation or settlement conference.
- c. **Force Majeure.** CONTRACTOR shall be excused from performance during any delay beyond the time named for the performance of this contract caused by any act of God, war, civil disorder, strike or other cause beyond its reasonable control.
- d. **Headings.** The headings used herein are for convenience only and shall not limit the construction or interpretation hereof.
- e. **Inconsistencies.** Where there exists any inconsistency between this contract and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this contract shall control.
- f. **Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

D-12. HARMONIZATION OF CONTRACT TERMS

Where the specific terms and conditions set forth in this Attachment D specifically conflict with the general terms and conditions set forth in Attachment C to this contract, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in Attachment C shall remain in full force and effect, to the extent they do not specifically conflict with the specific terms and conditions set forth in this Attachment D.

END OF ATTACHMENT D.