

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and Exemplar Human Services
("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 April 1, 2020, and end on March 31, 2023, 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.
- ☒ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachments D and F. Attachments D and F are 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: Tracey Belton

Title: Director

Address: 1111 San Felipe Rd. #206

Hollister, Ca. 95023

E-Mail: tbelton@cosb.us

Telephone No.: (831) 630-5146

Fax No.: (831) 637-2910

Contract Administrator for CONTRACTOR:

Name: Andrew Bush

Title: CEO

Address: 3511 Bridle Path

Austin, TX 78703

E-Mail: abush@exemplarhs.com

Telephone No.: (202) 286-3883

Fax No.: N/A

SIGNATURES

APPROVED BY COUNTY:

Name: _____

Title: _____

Date: _____

APPROVED BY CONTRACTOR:

_____

Name: ANDREW S. BUSH

Title: CEO

Date: 2-27-2020

APPROVED AS TO LEGAL FORM:

Barbara Thompson, San Benito County Counsel

By: _____

Date: 3-2-2020

ATTACHMENT A

Scope of Services

Under the terms of this contract the Contractor shall provide Reporting Tools as further described in Attachment A-1. In the performance of this contract the parties agree to the following:

CONTRACTOR SHALL:

- A. Produce all reports in Microsoft Excel, unless otherwise directed by County.
- B. Distribute reports to County staff by email.
- C. Provide color-coding, highlighting, shading or other means of identifying lingering cases on reports or for any other purposes as directed by County. Contractor shall ensure each sheet/tab within an Excel file will come with column headers pre-frozen for ease of scrolling and viewing reports.
- D. Produce reports that are customized for each individual staff member/user of the County. Contractor shall maintain a User Hierarchy database where the relationships between line-level workers, supervisors, managers, and directors will be stored to enable reports to include data for all workers who report to the individual receiving the report.
- E. Provide modifications to any of the reports at County request.
- F. Provide new reporting tools to support the County in program and policy areas with future implementation dates. These include, but are not limited to, ABAWD and Cal-OAR.
- G. Resolve any data investigation issue within one business day from receipt of issue from the County.
- H. Produce new reporting tools or modifications to existing reporting tools no later than ten (10) business days from date final requirements are received from the County.
- I. Provide ad-hoc reporting services to the County. Ad-hoc report requests shall be produced within one (1) business day from receipt of the request from the County.
- J. Not charge the County any fees for a) developing new reporting tools; b) any modifications to existing reporting tools; and c) for ad-hoc reporting services.

COUNTY RESPONSIBILITIES:

- A. Allow contractor daily (nightly) access, via a secure process, to C-IV and CMIPS data.
- B. Provide a Primary point of contact.

ATTACHMENT A-1

SCOPE OF WORK

This scope of work further defines the services to be provided by eXemplar Human Services (Contractor) to the San Benito County Health and Human Services Agency (County) for Reporting Tools and Services.

1. Produce a Daily Intake Dashboard Report. This report shall provide a consolidated view of all current pending CalWORKs (CW), CalFresh (CF), Medi-Cal (MC), and Expedited CalFresh (ECF) programs. The report shall contain the following alert indicators by worker, unit, office and region: a) Pending CW/CF/MC Applications Due Tomorrow, b) CW App Between 35-45 Days, c) CW App Over 45 Days, d) CW Total Pending, e) CF App Between 20-30 Days, f) CF App Over 30 Days, g) CF Total Pending, h) ECF Due Next Day, i) Overdue ECF, j) MC App Between 35-45 Days, k) MC App Over 45 Days, l) MC Total Pending.
2. Produce a Consolidated Eligibility Triggers Report. This report shall be a multiple tab consolidated report representing Eligibility related information regarding Intake, Continuing eligibility and caseload management tasks. The elements contained in the report shall be by worker, unit, office and region: SAR 7 Completion Rate, Overdue SAR 7's Previous Month, CW/CF RE Completion Rate, CW/CF RE Current Month, MC RE Current Month, MC RE Current Month Summary, Critical Tasks, and MAGI Overdue Review.

The SAR 7 Completion Rate report (tab) will provide SAR7 information for all CW, CF and CW/CF combination cases for the respective SAR 7 Submit Month. The report shall include the following indicators by worker, unit, office and region: Programs associated with each SAR7, Total SAR 7's Due, those in Received status, Sent status, Received status, Ready to Run status, Completed status, N/A status, Incomplete status, and the Completion Rate of those SAR7s received. The report will also identify: a) If the case has a task with task type of NHR set prior to the last completed SAR7/RE, and display "(NHR)" next to the case number and b) identify and display income amount/types for those CF cases with income that have a SAR 7 reports due.

The Overdue SAR 7 report (tab) will display any open SAR7s (not in 'Complete', 'Incomplete, or 'NA' status) from the prior submit month received in the current month.

The CW/CF RE Completion Rate report (tab) will provide RE information for all CW/CF cases with RE's due in the respective report month. The report shall include the following indicators by worker, unit, office and region: Total CW/CF RE's Due, those in Sent status, Received status, Ready to Run status, Completed status, N/A status, Incomplete status, and the Completion Rate of those REs received.

The CW/CF RE Current Month report (tab) provides information on CW and CF RE's by MAQ in Received and Ready to Run status for the respective RE report month. The

report shall include the following indicators: MAQ, Case Number, Received On, Last Status Date, Last Status, and Scanned in District. The report will also identify if the case has a task with task type of NHR set prior to the last completed SAR7/RE, and if so, display "(NHR)" next to the case number.

The MC RE Current Month report (tab) provides information by worker, unit, office and region on MC RE's in Received and Ready to Run status for the respective RE report month. Because the universe for all current month MC REs includes REs that are processed outside of Customer Reports (CR), Contractor shall include these on the report and identify these as 'RE DUE (NO CR)'. The report shall include the following indicators by worker, unit, office and region: MAQ, Case Number, Received On, Last Status Date, Last Status, and Scanned in District. The report will also identify each case that has a task with task type of NHR set prior to the last completed SAR7/RE, include "(NHR)" next to the Case number.

The MC RE Current Month Summary report provides summary information on MC RE's in Received and Ready to Run status for the respective RE report month for each region and county total. Because the universe for all current month MC REs includes REs that are processed outside of Customer Reports (CR), Contractor shall identify these as 'RE DUE (NO CR)'. The report shall include the following indicators: RE Due (No CR), Ready to Run, Received, Total of Received and RE Due (No CR).

The Critical Tasks report indicates the task type of any open task whose due date has passed or is one day out (up to 48 hours) in the future of the following types: Felons, Fraud, Aid Paid Pending, State Hearing, Sanction/Penalty, MC 355 Due, Contact Client, and for New Hire Report tasks if created after 5/1/17, (NHR only when associated with a SAR or RE in the respective report month). Also, if there are any open Change Reported tasks where description is C4Yourself, regardless of the end date, it will be included. The report shall include the following indicators: MAQ, Case Number, Task Type, Due Date, and Assign Date.

The MAGI Overdue Review identifies MAGI referrals that are in an 'In Process' status three or more days after receipt of the referral as indicated on the Referral Date on the MAGI Referral Detail page. The report shall include the following indicators by worker, unit, office and region: Received On, In Process Status Date, and Days in Process.

3. Produce a Productivity Report. This report shall be a multiple tab report that provides information on case actions completed by any Eligibility Worker staff. The tabs with corresponding information will be Yesterday, Week to Date, and Month to Date for the respective reporting month/timeframe. The report will be customized to identify completed case actions by how they were completed in C-IV, i.e. running EDBC, status updates, etc.

The report shall include the following indicators by worker, unit, office and region: SAR 7s Completed, SAR 7s put in Incomplete status, MC REs Completed, MC RE put in Incomplete status, CF REs Completed, CF REs put in Incomplete status, CW RE Completed, CW REs put in Incomplete status, CW/CF RE Completed, CW/CF RE Incomplete, Tasks with SAR 7/RE, Tasks without SAR 7/RE, MEDS Alerts associated with SAR 7/RE, and MEDS Alerts not associated with a SAR 7/RE.

4. Produce an Overtime Productivity Report. This report shall provide information on case actions completed by any Eligibility Worker staff during a Saturday overtime session. The tab with this data will only appear on the regular Productivity Report on the Monday immediately following the Saturday overtime session. The report will be customized to identify completed case actions by how they were completed in C-IV, i.e. running EDBC, status updates, etc.

The report shall include the following indicators by worker, unit, office and region: SAR 7s Completed, SAR 7s put in Incomplete status, MC REs Completed, MC RE put in Incomplete status, CF REs Completed, CF REs put in Incomplete status, CW RE Completed, CW REs put in Incomplete status, CW/CF RE Completed, CW/CF RE Incomplete, Tasks with SAR 7/RE, Tasks without SAR 7/RE, MEDS Alerts associated with SAR 7/RE, and MEDS Alerts not associated with a SAR 7/RE.

5. Produce a Consolidated Welfare to Work (WtW) Alerts report. This report shall provide multiple reports (tabs), for use by county WtW staff, in a single consolidated report.

The WtW Alerts report (tab) shall provide information and alerts related to WtW caseload management. It shall include the following indicators by worker, unit, office and region: e2Lite, Unengaged, Non-Compliance Over 60 Days, Good Cause Over 30 Days, Activities without Service Arrangements, Activities with No (Null) Attendance, Activities Lingering in Referred Status, Activities Ending in 2 Weeks.

The Null Hours Carryover report (tab) shall identify cases by worker, unit, office and region that for the respective report month, have had no WtW attendance hours entered for activities from two months ago and prior.

The Attendance and Progress report (tab) shall provide information on the processing of WtW 733.4 forms by WtW staff. The report shall include the following indicators by worker, unit, office and region: Received, Reviewed + Completed, Reviewed + Completed Status Worker ID, and Reviewed Rate.

The School Attendance report (tab) shall provide information on the processing of WtW 735.2 forms by WtW staff. The report shall include the following indicators by worker, unit, office and region: Received, Reviewed + Completed, Reviewed + Completed Status Worker ID, and Reviewed Rate.

The Travel Claims Completion Rate report (tab) shall provide information on the processing of WtW 753A forms by WtW staff. The report shall include the following indicators by worker, unit, office and region : Claims Received, Claims Reviewed + Completed, Reviewed + Completed Status Worker ID, Claims Reviewed/Completed Rate.

The Travel Claims Carryover report (tab) shall identify the 753A forms received in a prior month, from the respective report month, that have never been reviewed in any way (Reviewed, Incomplete, NA, Denied, Error).

The Travel Claims NA or Incomplete report (tab) shall identify by worker, unit, office and region 753A forms in the respective report month that have never been in a completed status and are currently in either NA or IN status.

The Child Care Alerts report (tab) shall provide alerts related to the Child Care program. The report shall include the following indicators by worker, unit, office and region: Child Care Applications Coming Due, Overdue Child Care Applications, IDT, Over 47 Months, Tasks Coming Due, Tasks Overdue, 12 Years + 11 Months and Older, and No Payments Issued in Last Three Periods.

The Child Care Reimbursement Completion Rate report (tab) shall provide, for the respective report month, information on the processing of CCRR 100 forms by WtW and Fiscal staff. The report shall include the following indicators by worker, unit, office and region : Received, Reviewed, Reviewed Status Worker ID, Reviewed Rate, Payment Issued, and Payment Issued Rate.

The Carryover-Received Not Reviewed report (tab) shall identify by worker, unit, office and region those CCRR 100 forms, from a month prior to the respective report month, that are in a Received status and have not been updated to a Reviewed status.

The Carryover-Reviewed, No Payment report (tab) shall identify by worker, unit, office and region those CCRR 100 forms, from a month prior to the respective report month, that are in a Reviewed status and have not had a payment issued.

6. Produce an Office Assistant Productivity Report. This report shall be a multiple tab report that provides information on clerical actions completed by Office Assistant staff. The tabs with corresponding information will be Yesterday, Week to Date, and Month to Date for the respective reporting month/timeframe. The report will be customized to identify completed clerical actions by how they were completed in C-IV, i.e. status updates.

The report shall include the following indicators by worker, unit, office and region: Apps Pended, REAC's Completed, EBT Cards Issued, Gas Cards Issued, Bus Passes Issued, Vouchers Issued, Travel Claims Processed, HA Payments Processed, and Diaper Issuances Processed.

7. Produce an Office Assistant Overtime Productivity Report. This report shall provide information on clerical actions completed by Office Assistant staff during a Saturday overtime session. The tab with this data will appear on the regular Office Assistant Productivity Report only on the Monday immediately following the Saturday overtime session. The report will be customized to identify completed case actions by how they were completed in C-IV, i.e. status updates.

The report shall include the following indicators by worker, unit, office and region: Apps Pended, REAC's Completed, EBT Cards Issued, Gas Cards Issued, Bus Passes Issued, Vouchers Issued, Travel Claims Processed, HA Payments Processed, and Diaper Issuances Processed.

8. Produce a Foster Care Alerts Dashboard Report. This report shall provide alerts related to the Foster Care program. The report shall include the following indicators by worker, unit, office and region: Case Number, Foster Care Application Coming Due, Overdue

Foster Care Application Determination, Task Coming Due, Tasks Overdue, MEDS Alert, Foster Care RE Due in Next Two Months, Foster Care RE Overdue, and SCR Ending within 30 Days.

9. Produce an IHSS Executive Dashboard with Trend Data and Visualizations.
10. Produce an IHSS Intake Report.
11. Produce an IHSS Active in Intake Report.
12. Produce IHSS Reassessment and IHSS Future Reassessment Reports.
13. Produce IHSS Productivity Reports with Yesterday, Week-to-Date and Month-to-Date data.
14. Produce an IHSS Caseload Report.
15. Produce an IHSS Disaster Report.
16. Produce an IHSS ICT Report.
17. Produce an IHSS ETS Report.

END OF ATTACHMENT A-1

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 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 \$432,000.00 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) Exemplar offers the Operational Alerts Analytic Service to San Benito County at the price of \$144,000.00 per year for a period of three (3) years, which will allow the waiver of a one-time configuration and customization fee of \$40,000.00.
- b) The annual contract cost shall be paid in twelve (12) monthly payments of \$12,000.00.

Accounting contact for COUNTY:

Name: Casey Estorga
Title: Fiscal Officer
Address: 1111 San Felipe Rd Ste 103
Hollister, California 95023

E-Mail: cestorga@cosb.us
Telephone No.: (831) 630-5179
Fax No.: NA

Accounting contact for CONTRACTOR:

Name: Andrew Bush
Title: CEO
Address: 3511 Bridle Path
Austin, TX 78703

E-Mail: abush@exemplarhs.com
Telephone No.: (202)286-3883
Fax No.: N/A

CONTRACTOR CORPORATE INFORMATION:

Exemplar Human Services
200 South Virginia St, Ste. 80061
Reno, Nevada 89501
E-Mail: mdelarosa@exemplarhs.com
Telephone No.: (919)731-4779
Fax No.: NA

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

COUNTY OF SAN BENITO HEALTH & HUMAN SERVICES DEPARTMENT MEDI-CAL DATA PRIVACY AND SECURITY CONFIDENTIALITY

AGREEMENT AGENT: EXEMPLAR HUMAN SERVICES, LLC

CONFIDENTIALITY AGREEMENT:

EXEMPLAR HUMAN SERVICES, LLC, its/her/his employees, contractors, representatives, volunteers and agents (hereinafter referred to as CONTRACTOR), may be involved with work pertaining to services provided by the County of San Benito and, if so, may have access to confidential data and client protected information pertaining to persons and/or entities receiving services from the County. This information includes but is not limited to client name, address, social security number, date of birth, driver's license number, identification number, or any other information that identifies the individual. In addition, CONTRACTOR may also have access to proprietary information supplied by the County of San Benito or by other vendors doing business with the County of San Benito. The County has a legal obligation to protect all such confidential data and client protected information in its possession, especially data and information concerning health, mental health, criminal and public assistance records. The County must ensure that the confidential data and client protected information shall be protected by CONTRACTOR. Consequently, CONTRACTOR agrees to sign this agreement as a condition of its/her/his work for the County.

CONTRACTOR hereby agrees not to divulge to any unauthorized person, company or organization any of the data or information obtained while performing work pursuant to the attached contract with the County of San Benito. CONTRACTOR agrees to forward all requests for the release of any data or client protected information received by it/her/him to the County Designated Representative.

CONTRACTOR further agrees to keep confidential all financial, health, criminal and public assistance records and all data and client protected information pertaining to persons and/or entities receiving services from the County, including design concepts, algorithms, programs, formats, documentation, County proprietary information and all other original materials produced, created or provided to or by CONTRACTOR under the attached contract. CONTRACTOR agrees to protect said confidential materials against disclosure to other than County employees who have a need to know the information. CONTRACTOR agrees that if proprietary information supplied by the County or by other County vendors is provided to it during this engagement, CONTRACTOR shall keep such information confidential.

CONTRACTOR agrees to report to the County Designated Representative any and all violations of this contract by it/her/him and by any other person, company or organization of which it becomes aware. CONTRACTOR agrees to return all confidential materials to the County Designated Representative upon completion of termination of the contract.

It is acknowledge that violation of this agreement may subject CONTRACTOR to civil and/or criminal action and that the County of San Benito may seek possible legal redress.

NAME: 
(Signature)

DATE: 2-21-2020

NAME: Andrew Bush
POSITION: CEO, Exemplar Human Services, LLC

EXHIBIT F

VENDOR ASSURANCE OF COMPLIANCE WITH SAN BENITO COUNTY HEALTH & HUMAN SERVICES AGENCY

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT: EXEMPLAR HUMAN SERVICES

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

2-27-2020

Date

Exemplar Human Services
3511 Bridle Path
Austin, TX 78703



Signature

(08/13/01)