CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and **Gavilan College CalWORK's Program** ("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 (thirty days).

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.

[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. #206

Hollister, Ca. 95023

E-Mail: tbelton@cosb.us

Telephone No.: (831) 630-5146

Fax No.: (831) 637-2910

Contract Administrator for CONTRACTOR:

Name: Michael John Renzi, J.D.

Vice President of Administrative Services

Address: 5055 Santa Teresa Blvd

Gilroy, CA 95020

E-Mail: mrenzu@gavila.edu

(408) 848-4715 office, (408) 205-3586 cell

Fax No.: N/A

SIGNATURES

APPROVED BY COUNTY:

Name: Jaime De La Cruz

Title: Chairman of Board of Supervisors.

Date:

APPROVED BY CONTRACTOR:

Name: Michael John Renzi, JD

Title: Vice President of Administrative Services , CBO

Date: 5/19/2020

APPROVED AS TO LEGAL FORM:
Barbara Thompson, San Benito County Counsel

By:

Date: 5-27-2020

VENDOR ASSURANCE OF COMPLIANCE WITH THE SAN BENITO COUNTY WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT **Gavilan Joint Community College**

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.

5/19/2020
Date

Signature

5055 Santa Teresa Blvd. Gilroy, CA 95020
Address of vendor/recipient

(08/13/01)

ATTACHMENT A- SCOPE OF WORK
PROGRAM DESCRIPTION

The following definitions shall govern the terms used in this service agreement:

Participant means an individual who has been certified eligible for CalWORKs services by County.

College CalWORKs staff means the staff hired by each of the community colleges to provide services to the CalWORKs participants enrolled on each campus.

Enrollment means enrollment in classes at community college based on County CalWORKs approved educational and/or vocational program.

Academic Advisement means services designed to assist the CalWORKs participant identify potential barriers to successful attainment of academic goals.

CONTRACTOR RESPONSIBILITIES

1. Staff

Contractor shall make every effort to ensure that College CalWORKs staff and designated personnel are hired in accordance with this contract.

2. Services

Contractor shall provide the participants with the following services:

a. Assist participants with registration at enrollment each term, identifying potential barriers to successful attainment of academic goals, and convey pertinent information to CalWORKs staff;

b. Schedule new participants for matriculation services;

c. Provide information and assistance to each participant as to resources that can further the participant's educational, vocational and employment goals, such as tutorial services, EOPS, CARE, internships, work study, career exploration/placement, and personal counseling services;

d. Verify and complete ancillary forms submitted by the student;

e. Verify books required for each course, process book vouchers, and obtain SBC approval to release book voucher;

f. Develop with the student each semester current class schedules to be announced (TBA hours schedule) for each participant, thereby facilitating verification of classes taken by CalWORKs participant;

g. Provide 12-month educational services and/or activities to SIPs and Non-SIPs in accordance with welfare-to-work federal, state and local rules and regulations. This includes winter, spring, summer and fall breaks. Class schedules and activities may be a combination of job skills training, in class and distance education, work experience, work study, volunteer employment focused activities and/or employment to satisfy the 20, 30 and/or 35 hour per week requirement. Contractor will locate and secure appropriate work experience and work study sites, preferably in state and federal funded work

study program (WPR);

h. Assign activities, monitor and verify participation monthly throughout the academic term and school breaks to assist clients in complying with the 20, 30, 35 hour per week requirement and assist the county in verifying monthly WPR participation rates;

i. Leverage 15/85 funds with county CalWORKs Expanded Subsidized Employment (ESE) funding to employ San Benito County (SBC) CalWORKs students enrolled at Gavilan by providing 15% of student's hourly wage funding and SBC providing 85% of student's hourly wage. These wages will be tracked and invoiced separately against the ESE portion of the contract.

j. Find, develop, provide and assign approved and appropriate distance learning activities to enhance and compliment academic and self-sufficiency goals and assist participants in complying with participation requirements (WPR);

k. Liaisons will schedule a case conference with the client and case manager as needed, particularly during participation and progress problems. During the conference, the participants will review clients' progress as well as develop a success plan;

l. Assist in coordinating on-site visitations, orientations and other CalWORKs college activities;

m. Obtain and maintain release forms (for grades, transcripts, financial aid and other related information);

n. Obtain and provide to County CalWORKs Program, college catalogs, schedules, and major/certificate sheets when available;

o. Be responsible for clarifying and responding to questions regarding college policies and procedures, and other general questions relating to the participant's status;

p. Serve as a resource for county educational policies and other polices as needed;

q. Partner with SBC in referring student to family stabilization services by addressing barriers to success such as homelessness, mental health, vision, dental, drug and alcohol counseling, utilities, transportation, childcare, financial literacy, parenting, time management and Domestic Violence.

All services are subject to modification, due to State and Federal Legislative changes.

3. Development of Educational Plans

College CalWORKs Staff shall ensure that each participant receives an Educational Plan for the educational program. Each participant shall receive a TBA and Educational Plan at the initial counseling meeting. Contractor shall ensure that the Educational Plan is "reasonably attainable" and will include all Core and Non-Core Welfare-to-Work activities in accordance with state and local regulations. Contractor shall monitor whether the participant's classes correspond to the

Educational Plan. Any subsequent changes to the Educational Plan must be approved by the county. Educational Plan development is the responsibility of the CalWORKs Community College liaison/counselor and is to be approved by county staff as directed by state and local policies.

4. Progress Reporting

a. College CalWORKs staff shall notify the CW/Case Manger immediately if the client has a participation problem, attendance problem, and/or is "not progressing".

b. College CalWORKs staff shall report mid-term on student academic progress by completing the college progress report and forwarding copy to SBC. This is for both satisfactory and unsatisfactory progress. If there is a problem detected College CalWORKs staff shall complete the college success plan to develop a plan to improve progress, copy will be given to SBC. A follow up meeting between the student and college staff will be set. At the follow up meeting, if progress is not satisfactory a case conference will be set up with SBC staff.

c. College CalWORKs staff will assist participant in petition process for program completion.

d. Initial TBA hour's schedule will be developed by College CalWORKs staff. Students will self-report to respected College CalWORKs staff and County staff any changes to their weekly schedule. It is then the responsibility of College CalWORKs staff to increase participant's hours of participation if they fall below 20, 30, 35 hours/week.

5. Participants with Learning Disabilities

College CalWORKs staff shall immediately notify county staff when a participant is detected as possibly having a learning disability, and shall coordinate with appropriate staff to determine a plan for the client, pending verification through testing provided by the Disability Resource Center (DRC) with results and recommendations. For clients who are certified as having a Learning Disability, Contractor shall provide necessary accommodations and services.

6. Participants Ready for Completion and Employment

College CalWORKs staff shall provide assistance to students who are scheduled to complete and provide employment support. These students will also be targeted into the earliest Job Services activity after completion of their academic program. The college CalWORKs staff and County staff will provide assistance to increase college jobplacements.

7. Maintenance of Participant Case Files

College CalWORKs staff agrees to maintain individual participant case files or as stated and make these files available to and open for inspection by appropriate County, State and Federal staff upon request. All participant case files shall not be disclosed except in accordance with the Welfare and Institutions Code Section 10850. Contractor and sub-contractors shall maintain the following source documents, which may include the following:

a. Referral form
b. Intake Form (if sent by SBC)
c. Activity Agreements (TBA)
d. Educational Plan/Employment Plan (EP)
e. Attendance Form (attendance binder)
f. Ancillary Expenses if applicable
g. Evaluation/Assessment Tools (s)
h. Grievance Procedure Form
i. Orientation Verification
J. Counseling Records (academic advisement, Support service and tutorial records, barrier identification and all referrals)
k. Progress Reports
l. Student Success Form if applicable
m. Termination Records/Status Change
n. Evidence of Completion Standards/Grades
o. Transcripts

8. Mandatory Participation and Sanctioning System

College CalWORKs staff agrees to comply with regulations governing mandatory participation, cause determination, formal and informal conciliation and financial sanction of CalWORKs program and testify at County and State Hearings in related matters.

9. Contractor Holidays and School Breaks

During the term of this contract, Contractor shall submit to the County any request for additional breaks or change in break schedule. Said request must be submitted 6 weeks in advance. Breaks cannot be more than 10 consecutive days; The County will inform Contractor whether the school schedule is approved.

Contractor observes the following holidays:

Independence Day	July 3, 2020
Labor Day	September 7, 2020
Veteran's Day	November 11, 2020
Thanksgiving Day and the Next Day	November 26 & 27, 2020
Christmas Holiday	December 24 & 25, 2020
New Year's Holiday	Dec. 31, 2020 & January 1, 2021
Martin Luther King's Birthday	January 18, 2021
President's Holiday	February 12 & 15, 2021
Memorial Day Observed	May 31, 2021

Below are other important dates:

- Fall 2020 Semester: Monday August 26, 2020 -Saturday, December 15, 2020
- Winter Intersession : Thursday, January 2, 2021-Friday, January 24, 2021
- Spring 2021 Semester: Monday, January 27, 2021 -Friday, May 22, 2021
- Summer 2021: Monday, June 15, 2021- Friday, July 24, 2021

10. Performance Goals

College CalWORKs staff shall strive to achieve the goal of 70% positive completion/positive termination rate each quarter/semester at each college. The positive completion/positive termination rate will be based on the following:

A. Positive Terminations
   1. Student completes an Educational Plan, receives a certificate and/or degree.
   2. Student completes a course of study within the semester/quarter.
   3. The client has retained unsubsidized part-time or full-time employment.
   4. Transfers - To be determined by the College Liaison in consultation with the case manager. Based on set criteria and documentation: Good attendance and satisfactory progress reports.
   5. Moved out of the area - Based on set criteria and documentation: Good attendance and satisfactory progress reports.
   6. Deregistered by CWES-Based on set criteria and documentation: Good attendance and satisfactory progress reports.

B. Negative Terminations

   1. Drop out/loss contact
   2. Transfers -To be determined by the College Liaison in consultation with the case manager. Based on set criteria and documentation: did not have good attendance and did not have satisfactory progress reports.
   3. Moved out of the area - Based on set criteria and documentation: did not have good attendance and did not have satisfactory progress reports.

College CalWORKs staff will submit an End of Term report to San Benito County Deputy Director. The report shall include outcomes for all students attending a school term.

11. Reports

College CalWORKs staff shall submit monthly reports tracking the number of clients who became part- time or full-time employed and the number of clients involved in their Work Experience/Work Study program. Additionally, Contractor shall submit a Matrix of approved degrees and certificates based on the labor market statistics and projections.

12. Services and Reporting

Services and reporting needs may be amended based on changes in program rules and regulations. Contractors shall be notified of all such changes in a timely manner.

COUNTY RESPONSIBILITIES

1. County will refer eligible, community college-ready CalWORKs participants to Contractor with the following referral paperwork for each participant:

    a. Name of student;
    b. Social Security Number;
    c. Services needed;
    d. County Integrated Case Worker (ICW) name and phone number;
    e. Education start and end dates;
    f. Self-Initiated Program (SIP) status (yes/no);
    g. Case Number;
    h. Exempt status;
    1. Approved WTW plan with any revisions after changes to Court Plan are made;
    J. Required Work Participation Rate hours;
    k. Date of approval and referral;

2. County will notify Contractor if case management changes occur;

3. County will contact Contractor if problems related to participant attendance and performance occur, to work towards resolution plan;

4. County will manage supportive services (transportation, child care, vouchers) for participants.

5. County shall refer persons eligible for services set forth in this contract to Contractor, and County makes no assurance of any specific number of levels of referrals. Certification of eligibility for participation in services as provided in this contract shall be County's responsibility.

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:

[X] One month in arrears.

[ ] Upon the complete performance of the services specified in Attachment A.

[X] 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: (check one)

[ ] a total lump sum payment of $_____, or

[X] a total sum not to exceed **$100,000.00 (One Hundred Thousand dollars and no cents),**

$50,000.00 (Fifty Thousand dollars) for Admin services and
$50,000.00 (Fifty Thousand dollars) for ESE 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: (check one)

[ ] There are no additional terms of compensation.
[X] The following specific terms of compensation shall apply: (Specify)

a) Contractor shall submit invoices by the 10th of every month.

b) Contractor shall provide detailed monthly invoices which documents all participants. Said documentation may consist of attendance sheets, progress reports, grades, case conference reports, and year end statistical reports.

c) Payment will be held if appropriate documentation is not provided.

d) Payment of work study wages will be facilitated through the CalWORKs Expanded Subsidized Employment (ESE) program invoice and are charged against the ESE portion of this contract up to $50,000.00 (Fifty Thousand dollars).

Accounting contact for COUNTY:

Name: Casey Estorga

Title: Fiscal Deputy Director

Address: 1111 San Felipe Rd Ste 206

Hollister, California 95023

E-Mail: cestorga@cosb.us

Telephone No.: 831-630-5179

Fax No.: 831-636-9754

Accounting contact for CONTRACTOR:

Name: Wade Ellis

Title: Associate VP, Business

Address: 5055 Santa Teresa Blvd

Gilroy, CA 95020

E-Mail: wellis@gavilan.edu

Telephone No.: 408-848-4739

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-1 1. 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-1 5. 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 contact, 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 off-set 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 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.