

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and Anita Alvarez RN PHN ("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: N/A _____
- (b) Professional liability insurance: \$1,000,000.00 _____
- (c) Comprehensive motor vehicle liability insurance: CA minimum _____

6. Termination.

- A. The number of days of advance written notice required for termination of this contract is **30 (Thirty) days.**
- B. This Agreement is subject to the County and the State of California appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or the State of California's Budget Act do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.

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:

Contract Administrator for CONTRACTOR:

Name: Tracey Belton

Name: Anita Alvarez

Title: Director

Title: Registered Nurse

Address: 1111 San Felipe Rd, Suite 206

Address: 416 Loma Ave. Unit A

Hollister, California 95023

Capitola, CA 95010

Telephone No.: (831) 636-4180

Telephone No.: (831) 334-6463

Email: tbelton@cosb.us

Email: Anitaalvarez@sbcglobal.net

SIGNATURES

APPROVED BY COUNTY:

APPROVED BY CONTRACTOR:

Anita Alvarez RN/PHN

Jaime De La Cruz _____

Anita Alvarez Anita Alvarez RN/PHN

Chair, San Benito County Board of Supervisors

Registered Nurse RN, PHN

Date: _____

Date: 5/22/2020

APPROVED AS TO LEGAL FORM:

Barbara Thompson, San Benito County Counsel

By: [Signature]

Date: 5-27-2020

ATTACHMENT A

Scope of Services

CONTRACTOR shall provide COUNTY with public health nursing services and training for the Maternal, Child, Adolescent Health (MCAH) program to meet the **2020-21** fiscal year allocation and scope-of work requirements. CONTRACTOR shall provide services in the areas of MCAH/SIDS Coordination, Perinatal Services Coordination and Prenatal Care and Guidance and training for these programs to fellow public health nurses and other public health professionals. Services and training may include any of the following activities:

I. PUBLIC HEALTH NURSE DUTIES:

1. Investigate outbreaks of communicable diseases; plans and implements programs for the prevention and control of communicable disease, including tuberculosis, sexually transmitted diseases, and other infectious diseases.
2. Develop procedures to control the spread of communicable diseases and identify people needing public health services.
3. Provide interpretations of public health laws and regulations for others.
4. Assess individuals and families, using health histories, observations of physical condition, and a variety of evaluative methods to identify health problems, health deficiencies, and health service needs.
5. Administer immunizations to children and adults.
6. Identify psychosocial, cultural background, and environmental factors which may hinder health care services to families and individuals.
7. Assist with determining funding needs for programs.
8. Plan and coordinate services for special programs such as perinatal, maternal, child and adolescent (MCAH), or family planning.
9. Perform public health nursing activities to promote perinatal, child, and adolescent health
10. Provide local case management and coordination for State mandated programs
11. Participate in programs to enhance school children's health.
12. Work with community groups to identify needs, develop and facilitate a variety of health services, and improve existing programs.

AA

13. Refer individuals and families to appropriate agencies and clinics for health services.
14. Participate in programs to enhance community health services and education; attend conferences and workshops related to community health issues.
15. Assist with the preparation of program and service policies and procedures.
16. May direct paraprofessional staff and volunteers.
17. Prepare reports, document patient information and maintain records.
18. Compile statistical information for assessment and planning purposes.
19. Perform a wide scope of complex professional public health nursing services.
20. Provide consultation, training and work coordination for other professional nurses.
21. Consult with the County Health Officer.
22. Report to the Director of Nursing.

II. MCAH/SIDS COORDINATION

1. Represent San Benito County Maternal, Child & Adolescent Health Program at California Department of Public Health/MCAH Branch/MCAH Action meetings.
2. Advocate for the MCAH population in collaborative meetings with appropriate local and state organizations, community-based planning groups, advocacy groups, political entities and advisory boards.
3. Monitor the health status of the MCAH populations through the collection, compilation and analysis of local data and Health Status Indicators.
4. Collect and review MCAH information and statistical data from state and national sources. Compare and contrast with data from local sources and agency programs and databases to identify needs and problems.
5. Collaborate with maternal, child and adolescent groups, consultants, organizations, community members and providers to identify health needs and solutions for San Benito County.
6. Collaborate with case managers, program leaders and clients to identify health needs, interventions and resources for the MCAH populations.
7. Assess the effectiveness of interagency coordination in assisting women, children, and adolescent to access quality health services.
8. Coordinate with State MCAH Program staff in planning, organizing and implementing the MCAH contract.
9. Assist in the development of the County's MCAH 5-Year Plan and Scope of Work and annual reviews and updates.
10. Participate in the development of the annual program budget that supports the MCAH program goals and objectives. Monitor program expenditures.
11. Provide program direction and operational support for the Health Educators and other members of the MCAH Team.
12. Provide direction to program clerical support.

13. Provide leadership and operational support of local coalitions/partnerships to promote MCAH goals and objectives in the community.
14. Identify and develop linkages with local health care providers and community-based organizations to promote services and collaboration for the MCAH populations.
15. Advocate for improved MCAH services by initiation and/or participation in local, regional or state private/public partnerships, advisory boards, coalitions and committees.
16. Review current literature and research for program direction and use.
17. Identify and review successful MCAH program models and best practices for local replication, as appropriate.
18. Advocate for maternal, child and adolescent health care services; provide information on current needs and issues to the community at-large, community organizations and health care professionals.
19. Coordinate MCAH program activities with agency and community to limit duplication of services and optimize use of resources.
20. Monitor and evaluate community progress toward the National Public Health Healthy People 2020 Objectives by reviewing and evaluating local health status indicators and other evaluative reports.
21. Monitor the capacity and availability of community services to assure adequate, appropriate and quality services for the MCAH population.
22. Maintain and promote a local toll-free telephone information and referral number.
23. Participate in local, regional and statewide MCAH and other program-related meetings, conferences and trainings.
24. Prepare, maintain and submit all required records and reports for the MCAH program.
25. Monitor the frequency of SIDS Deaths in California and the LHJ.
26. Provide regular and ongoing Sudden Infant Death Syndrome (SIDS) education and training programs, technical assistance and consultation to persons who interact with parents and caretakers following a death from SIDS. This position must be filled by a Public Health Nurse.
27. In the case of a SIDS death: contact the infant's family and assess for grief support and referrals as needed, consult with primary care provider, law enforcement, coroner and submit required documentation of services to the California SIDS Program.
28. Evaluate program and community progress on SIDS prevention and reduction.

III. PERINATAL SERVICES COORDINATION

1. Compile and summarize annual prenatal care and birth data from established and developed sources.
2. Collaborate with the Perinatal Case Manager(s) to identify health needs, intervention and resources for clients.
3. Collect and evaluate information from perinatal providers and case management databases to identify needs and problems.

4. Participate in the development of the MCAH five year plan and annual program budget. Monitor CPSP expenditures.
5. Prepare information for annual reports and action plans for perinatal services.
6. Provide leadership and operational support of local collaborations, coalitions and partnerships for perinatal services planning, outreach, education, coordination and evaluation.
7. Prepare letters and reports for other programs, departments and agencies outlining perinatal issues and recommended actions.
8. Review literature and research articles about current perinatal practices and care.
9. Collaborate with perinatal case managers, health care providers, clients and other partners to develop educational materials, activities and programs for client education and incentive to engage in healthy behaviors.
10. Provide CPSP information and interpretation of program requirements to approved and potential providers. Provide consultation and technical assistance in the CPSP application process and system set-up upon application approval. Provide on-going technical support to approved CPSP providers.
11. Evaluate and provide samples of current health education materials appropriate for clients in the CPSP and other prenatal programs.
12. Offer and encourage participation in incentive programs that promote early entry into care, healthy behaviors during pregnancy and continuity of prenatal care.
13. Plan and coordinate perinatal case management programs to meet client population characteristics, coordinate location of resources and achieve MCAH goals and objectives.
14. Advocate for perinatal health care education and services and provide information on perinatal issues to community organizations and health care professionals.
15. Confer with State consultants and local program leaders (i.e. WIC) to provide assistance in health education, nutrition and psychosocial protocol development for CPSP and other perinatal providers in the county.
16. Monitor CPSP provider qualifications, capacity and availability to assure appropriate medical services are available and unduplicated to clients.
17. Plan and provide for training for CPSP and other perinatal providers on medical and program issues.
18. Inform providers of changes in CPSP regulations and requirements through meetings, telephone dialogue, and site visits.
19. Evaluate CPSP provider protocols, activities and operations through site visits, program and chart review for compliance and adherence to standards of obstetrical care and staff development needs.
20. Participate in local, regional and statewide MCAH, PSC and other CPSP program-related meetings, conferences and trainings.
21. Advocate for maternal, child and adolescent health care services tailored to client needs identified during intake interviews and case management encounters.
22. Evaluate perinatal program progress toward MCAH goals, objectives and scope of work.

23. Prepare, maintain and submit all required records and reports for perinatal service programs.

IV. PRENATAL CARE AND GUIDANCE

1. Develop, facilitate and support appropriate agency and community activities that promote the preconception and prenatal health of women and adolescents.
2. Collaborate with perinatal health groups and consultants to identify health needs and interventions for underserved, for tobacco-using/exposed and/or substance using/exposed women.
3. Collaborate with individual clients through assessments to identify health needs, interventions and referrals.
4. Collaborate with the PSC and perinatal case manager(s) to identify health needs, intervention and resources for clients.
5. Administer the county PCG program according to the scope of work; maintain program files and records.
6. Assist the PSC and MCAH Director in providing leadership and operational support of local collaborations, coalitions and partnerships for perinatal services planning, outreach, education, coordination and evaluation.
7. Collaborate with perinatal case management programs to meet client population characteristics, coordinate location of resources and achieve MCAH goals and objectives.
8. Collaborate with the PSC and MCAH Director, perinatal case managers, health care providers, clients and other partners to develop educational materials, activities and programs for client education and incentive to engage in healthy behaviors.
9. Encourage community and individual participation in incentive programs that promote early entry into care, healthy behaviors during pregnancy and continuity of prenatal care.
10. Review literature and research articles about current preconception and PCG practices and care.
11. Prepare letters and reports for other programs, departments and agencies outlining preconception and PCG issues and recommended actions.
12. Participate in the development of the county MCAH five year plan, scope of work and budget. Monitor program expenditures PCG services and prepare annual reports.
13. Advocate for preconception and PCG health care education and services.
14. Provide information on preconception and PCG issues to community organizations and health care professionals.
15. Collaborate to plan and provide for training for providers on women's, children's and adolescents' medical and health issues.
16. Advocate for maternal, child and adolescent health care services tailored to client needs identified during intake interviews and case management encounters.
17. Confer with State consultants, PSC and MCAH teams, and other program leaders (i.e. WIC) to provide assistance in health education, nutrition and

psychosocial protocol development for women's, children's and adolescents' providers in the county.

18. Participate in local, regional and statewide MCAH, PSC and other CPSP program-related meetings, conferences and trainings.
19. Evaluate Prenatal Care & Guidance program progress toward MCAH goals, objectives and scope of work.
20. Prepare, maintain and submit all required records and reports for Prenatal Care & Guidance service programs.

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:
One month in arrears.

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 **\$100,000.00 (One Hundred Thousand Dollars)**,

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

B-4. SPECIAL COMPENSATION TERMS:

The following specific terms of compensation shall apply:

- a) CONTRACTOR shall complete and submit an invoice for the prior month's services on or before the 15th of the month. The invoice will identify the service provided, date of service, duration of service in 15 minute increments at a rate of \$90.00 per hour and the total amount charged. CONTRACTOR shall sign all invoices. Invoices which do not include the above information will not be paid.
- b) CONTRACTOR will be paid the hourly rate while attending any COUNTY mandated meetings, trainings or conferences. All other costs associated with same are the responsibility of the CONTRACTOR.

Accounting contact for COUNTY:

Name: Casey Estorga

Title: Deputy Director Fiscal & Admin

Address: 1111 San Felipe Rd Ste 206

Hollister, California 95023

Accounting contact for CONTRACTOR:

Name: Anita Alvarez

Title: Registered Nurse

Address: 416 Loma Ave, Unit A

Capitola, CA 95010

E-Mail: cestorga@cosb.us

E-Mail: anitaalvarez@sbcglobal.net

Telephone No.: (831) 630-5179

Telephone No.: (831) 334-6463

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 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.

C-30 VALID PROFESSIONAL LICENSE.

CONTRACTOR asserts possession of a current valid registered nursing license issued by the State of California Board of Registered Nursing. CONTRACTOR asserts that there is no investigation pending regarding CONTRACTOR'S license to practice nursing in the State of California; CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.

C-31 FELONY CHARGES.

CONTRACTOR asserts that there are no current felony charges under investigation regarding conduct of CONTRACTOR and further agrees to provide immediate full disclosure to COUNTY of any criminal charges brought against CONTRACTOR during the period this contract is in effect.

C-32 MALPRACTICE CLAIMS.

CONTRACTOR will notify COUNTY of any and all past negative malpractice judgments, awards, and/or settlements, and of any and all current or pending malpractice actions within fifteen (15) days of receipt of notice of such actions.

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.