



AGENDA ITEM NO.

C-23

COUNTY OF HUMBOLDT

For the meeting of: June 27, 2017

Date: May 17, 2017

To: Board of Supervisors

From: Connie Beck, Director *CB*
Department of Health and Human Services- Social Services

Subject: Agreement with Betty Kwan Chinn Homeless Foundation to Provide Temporary Housing Services to Eligible Families

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve and authorize the Chair to sign and execute three (3) originals of the Agreement with Betty Kwan Chinn Homeless Foundation – Betty’s House Program (Attachment 1) to provide temporary housing services to eligible families referred from Department of Health and Human Services (DHHS) – Social Services for the period of July 1, 2017 through June 30, 2018; and
2. Direct the Clerk of the Board to return two (2) executed originals of the Agreement to DHHS - Social Services Administration.

SOURCE OF FUNDING:

Social Services Fund 1160

DISCUSSION:

On May 3, 2016 (item D-6), the Board approved the execution of the Agreement between DHHS and the Betty Kwan Chinn Homeless Foundation to provide temporary housing services to eligible homeless families to support becoming permanently housed in Humboldt County.

Prepared by Jarod Proffitt, Staff Services Analyst I

CAO Approval *E. Ashmead*

REVIEW: *MSM* Auditor *BA* County Counsel *BA* Personnel _____ Risk Manager *KL* Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor *Sundberg* Seconded by Supervisor *Fennell*
 Ayes *Sundberg, Fennell, Bass, Bohn*
 Nays _____
 Abstain _____
 Absent *Wilson*

PREVIOUS ACTION/REFERRAL:

Board Order No. D-6

Meeting of: 05/03/16

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: June 27, 2017
 By: *Kathy Hayes*
 Kathy Hayes, Clerk of the Board

Since its grand opening in September, 2016, the program has begun sheltering eligible families referred from CalWORKs and Child Welfare Services (CWS). To date, six (6) families are currently sheltered and program staff report more are waiting to be sheltered.

The program's housing services are temporary in nature and residents are required to participate in housekeeping activities such as laundry, dishes, sweeping/vacuuming, etc., in addition to either working or seeking work and ensuring children are enrolled in school or daycare programs, as appropriate. Residents leave the program with greater family stability, and program staff are constantly working on improving and upgrading the program to provide better support and outcomes for families served.

Therefore, DHHS-Social Services hereby recommends the Board approves and executes the Agreement with the Betty Kwan Chinn Homeless Foundation to provide housing and support to eligible DHHS – Social Services referred families for the period of July 1, 2017 through June 30, 2018.

FINANCIAL IMPACT:

The Agreement in the amount of Three Hundred Two Thousand, Seventy-One Dollars (\$302,071) will be funded through state and federal dollars residing in Fund 1160, Budget Unit 511 – Social Services. There is sufficient appropriation to cover this request in the proposed budget for fiscal year 2017-18. There will be no negative impact on the County General Fund.

The services provided under this Agreement supports the Board's Strategic Framework by protecting vulnerable populations and creating opportunities for improved safety and health.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve and execute this Agreement; however, DHHS-Social Services does not recommend this alternative because currently sheltered families would be at extremely high risk of regaining homeless status and experiencing an increased risk of family instability.

ATTACHMENTS:

Attachment 1: Agreement with Betty Kwan Chinn Homeless Foundation – Betty's House Program for Fiscal Year 2017-18 (3 originals)

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
THE BETTY KWAN CHINN HOMELESS FOUNDATION**

This Agreement, entered into this 27th day of June, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and The Betty Kwan Chinn Homeless Foundation, a California not for profit corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Social Services ("DHHS – Social Services"), desires to retain the services of CONTRACTOR to provide temporary shelter services to homeless DHHS referred families; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR has represented that it is qualified to perform such services.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to furnish the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the DHHS – Social Services Director or designee thereof, hereinafter referred to as "Director."

2. TERM:

This Agreement shall begin on July 01, 2017 and shall remain in full force and effect until June 30, 2018, unless sooner terminated as provided herein.

3. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to CONTRACTOR. Such notice shall state the effective date of the termination.

- €. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Three Hundred Two Thousand, Seventy-One Dollars (\$302,071.00). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum dollar amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum dollar amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered and costs and expenses incurred will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Social Services
Attention: Fiscal Services
507 F Street
Eureka, CA 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Social Services
Attention: Director of Programs
507 F Street
Eureka, CA 95501

CONTRACTOR: The Betty Kwan Chinn Homeless Foundation
Attention: David Tyson
P.O. Box 736
Eureka, CA 95502

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided hereunder.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the

audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms of this Agreement.

10. CONFIDENTIAL INFORMATION:

A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

11. NON-DISCRIMINATION COMPLIANCE:

A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. CONTRACTOR hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related

medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service or any other classifications protected by local, state or federal laws or regulations. COUNTY reserves the right to monitor the CONTRACTOR's provision of services in order to ensure compliance with the requirements of this section.

- B. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- C. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
 - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 - 2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, and liabilities of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of

protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

20. PROTOCOLS:

Both parties recognize that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by Director and CONTRACTOR.

21. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

22. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by CONTRACTOR to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

24. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which, in the judgment of COUNTY, were not expended in accordance with the terms of this Agreement.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

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27. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

29. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

30. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

31. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts will be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements provided herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

32. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment

of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

33. SURVIVAL:

The duties and obligations of the parties set forth in Section 3(D) – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

34. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

35. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

36. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

38. HIPAA BUSINESS ASSOCIATE AGREEMENT:

CONTRACTOR hereby agrees to adhere to the terms and conditions set forth in the “County of Humboldt HIPAA Business Associate Agreement,” which is attached hereto as Exhibit D and incorporated herein by reference. A breach of the attached Business Associate Agreement shall constitute a material breach of this Agreement.

39. ENTIRE AGREEMENT:

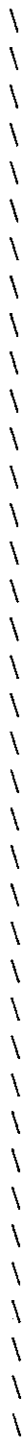
This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter. Any and all acts which may have

already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

40. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]



IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

BETTY KWAN CHINN HOMELESS FOUNDATION:

By: Daniel Price Date: 6/6/17

Name: Daniel J. Price

Title: President of Board

By: Betty K. Chinn Date: 6/6/17

Name: BETTY KWAN CHINN

Title: Founder

COUNTY OF HUMBOLDT:

By: Virginia Bass Date: 6/27/17

Virginia Bass
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Ryan Date: 6/13/17
Risk Analyst

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – Local System of Care
- Exhibit D – County of Humboldt HIPAA Business Associate Agreement

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EXHIBIT A
SCOPE OF SERVICES
FOR THE AGREEMENT
WITH BETTY KWAN CHINN HOMELESS FOUNDATION
FOR BETTY'S HOUSE

1. FOUNDATION will provide shelter services for up to ten (10) eligible homeless families. FOUNDATION will serve families referred by COUNTY from CalWORKs and Child Welfare Services (CWS) programs. All referred families must meet minimum entrance criteria and eligibility requirements established by FOUNDATION and COUNTY. FOUNDATION agrees, with the cooperation of COUNTY, to attain and maintain full capacity. Full capacity will be determined based on size of families residing in Betty's House (hereinafter referred to as "SHELTER"). For the purposes of this Scope of Services, the terms "participant," "resident," "client," or "family" may be used interchangeably to refer to a participating family.
2. Eligible participants will be placed at SHELTER using minimum entrance criteria and eligibility requirements agreed upon by COUNTY and FOUNDATION. These criteria include, but are not limited to:
 - a) Adults in the family will be employed or actively seeking employment;
 - b) School aged children in the family will be attending school or in the enrollment process;
 - c) All family members must be comfortable living in a communal setting;
 - d) The family is actively receiving CalWORKs benefits or has an open CWS case;
 - e) No family member is a registered sex offender as outlined in California Penal Code § 290
3. FOUNDATION will contact referred families via telephone and schedule assessment interviews to determine if participants meet minimum program entrance criteria and program eligibility as described in paragraph two (2) above. If, after three (3) attempts, FOUNDATION staff are unable to contact a referred family via telephone or, if a referred family fails to attend the assessment interview after two (2) scheduling attempts without contacting FOUNDATION to reschedule, FOUNDATION will close the referral and the family will need to restart the referral process.
4. FOUNDATION will complete face-to-face interviews with potential participants to determine if participants meet minimum program entrance criteria and program eligibility requirements as described in paragraph two (2) above.
5. When a bed becomes available at the SHELTER, FOUNDATION will notify COUNTY about the availability of bed space.
6. FOUNDATION will enter all required data into the Homeless Management Information System (HMIS) provided by the COUNTY into a secure computer. FOUNDATION agrees to adhere to established security and confidentiality protocols regarding collection and distribution of HMIS data. FOUNDATION agrees to share aggregate HMIS data with the COUNTY.
7. Families residing in SHELTER will be required to participate in Savings/Budget programs provided by FOUNDATION. Families will be required to save and utilize income at the rates outlined in the chart below and via discussions between family, COUNTY, and FOUNDATION.

Monthly Family Income:	\$0 - \$500	\$501 - \$1,000	\$1,000+
Family Savings:	70%	75%	80%
Family Use:	30%	25%	20%

8. FOUNDATION, to the extent possible, will accommodate any participant's special dietary requirements.
9. If FOUNDATION determines the behavior of a participant warrants immediate removal from the SHELTER, i.e. participant is endangering staff and/or other participants, FOUNDATION will ask the participant to leave the SHELTER and, if necessary, call for emergency services by dialing 911. FOUNDATION shall notify COUNTY the same day with justification for the action. FOUNDATION will also provide justification, in writing, as to why the participant was asked to leave the SHELTER within two (2) business days of the date the participant was asked to leave.
10. FOUNDATION will meet monthly with COUNTY staff to discuss participant progress and determine future participant goals, including but not limited to:
 - a) Budgeting including savings and debt reduction;
 - b) Housing searches including applying for housing;
 - c) Acquiring necessary documentation (e.g. birth certificates, Social Security Cards, government identification, etc.)
11. FOUNDATION will provide weekly reports in a format approved by COUNTY to: the Social Services Deputy Director and Social Services Deputy Director's Analyst. The report includes but is not limited to:
 - a) Demographics Report: Information to be reported weekly includes, but is not limited to:
 - the last name of the referred client(s);
 - the number of adults in the family;
 - the number of children in the family (including unborn children);
 - the family's HMIS Identification Number;
 - the dates of birth of children participating in the program;
 - the referral source and the date the referral was received;
 - the family's income; and
 - the family's total debt and credit score
 - b) Sheltered Families Report: Information to be reported weekly includes, but is not limited to:
 - the date the family moved into the SHELTER;
 - the family's length of stay at the SHELTER as of the report date;

- a report on case management services provided regarding: employment, search for permanent housing including the number of properties viewed and applied for, landlords contacted, budgeting program progress, etc.;
 - the number of residents who acquired new employment;
 - the number of residents who lost employment;
 - the number of residents attending school; and
 - any and all benefit programs applied to and when
- c) **Housed Families Report:** Information to be reported weekly includes, but is not limited to:
- the total number of residents who left the program and the type of housing entered;
 - the date the family exited the SHELTER and the number of days the family was sheltered;
 - the date permanent housing was acquired;
 - monthly income of housed families at time of exit; and
 - the family's total debt and credit score at the time of exit
- d) **Declined or Not Accepted Report:** Information to be reported weekly includes, but is not limited to:
- whether the family declined to enter the SHELTER or if they were not accepted into the SHELTER; and
 - the reason(s) why the family did not enter the SHELTER
- e) **Exited Families Report:** Information to be reported weekly includes, but is not limited to:
- whether the family's exit was voluntary or involuntary
 - the date the family entered the SHELTER;
 - the date the family exited the SHELTER;
 - the length of stay in the SHELTER;
 - any case management services provided as described in b) above;
 - the family's monthly income at the time of exit;
 - the family's savings, debt, and credit score at the time of exit; and
 - the reason the family exited early from the program
- f) **Closed Referrals Report:** Information to be reported weekly includes, but is not limited to:
- the date the referral was received;
 - the dates and times FOUNDATION staff attempted to contact family;
 - the date the referral was closed; and
 - the reason the referral was closed

12. COUNTY will, with information provided weekly by FOUNDATION, generate a Management Report summarizing information provided by FOUNDATION in its weekly report. COUNTY will generate a Quarterly Report to provide to FOUNDATION that will be used to assess SHELTER program progress during meetings between FOUNDATION and COUNTY.

EXHIBIT B
Budget
BETTY'S HOUSE

Descriptions	Amounts
A. Personnel Costs	
Title: 24/7 hr Residential Staff Salary Calculation: 3.5 FTE x \$18.97/hr x 40 hrs/week x 52 weeks Duties Description: On-site residential staff provide daily residential care and support to families through coordination of services provided	\$138,102.00
Title: Part-Time Housing Specialist Salary Calculation: .5 FTE x \$21.59 x 40 hrs/week x 52 weeks Duties Description: On-site assistance and coordination of housing procurement applications and referrals	\$22,454.00
Title: Program Administrator/Case Manager Salary Calculation: 1.0 FTE x \$28.24/hr x 40 hrs/week x 52 weeks Duties Description: Receive and coordinate referrals, provide direct case management, administer and coordinate residential program	\$58,740.00
Total Personnel Costs:	\$219,296.00
B. Operational Costs	
Title: Utilities Calculation: Water/Sewer (\$150.00/mo x 12 mo. = \$1,800.00); PG&E (\$350.00/mo x 12 mo. = \$4,200.00); and Garbage (\$160.00/mo x 12 mo. = \$1,920.00)	\$7,920.00
Title: Insurance Calculation: \$800.00/year	\$800.00
Title: Communications Calculation: \$120.00/mo x 12 mo.	\$1,440.00
Title: Office Supplies Calculation: \$666.67/mo x 12 mo.	\$8,000.00
Title: Property Taxes Calculation: \$7,000.00/year	\$7,000.00
Total Operational Costs:	\$25,160.00
C. Consumables/Supplies	
Title: Food Supplies Calculation: \$2,000/mo. x 12 mo.	\$24,000.00
Title: Non-consumable Supplies Calculation: \$100/mo. x 12 mo.	\$1,200.00
Total Consumable/Supplies:	\$25,200.00
D. Transportation/Travel	
Title: Transportation of families and maintenance Calculation: 9,260 miles x \$.535/mile	\$4,954.00
Total Transportation/Travel:	\$4,954.00
Subtotal:	\$274,610.00
Indirect Administrative Costs @ 10%	\$27,461.00
Total :	\$302,071.00

Personnel: include all employee costs, but not independent contractors. List each employee type separately. Examples of calculations are: 15% of \$2,000/mo. X 6 months; 20 hrs X \$15/hr X 52 weeks + benefits.

Operational: include all direct expenses for the project, except consumable supplies and travel. Include such things as rent, office supplies, postage, paper, communications, equipment, contract labor or services. Please list each type of cost separately.

Consumables: includes items that will be used-up/consumed by participants or staff - food, meal or meeting supplies, postage, paper, etc.

Transportation: vehicle purchase or rental costs, employee per-mile reimbursements, and other travel-related expenses.

Other: Indirect expenses for the project such as overhead or administrative costs. Includes anything not already covered in the budget categories above. List each expense separately.

Overhead and administrative costs may not exceed 10% of the total modified total costs, per OMB Federal Guidance.

EXHIBIT C
LOCAL SYSTEM OF CARE
Betty Kwan Chinn Homeless Foundation – Betty’s House
FY 2017-18

Child services are part of the local System of Care (SOC), therefore PROVIDER will operate within all applicable principles of the local SOC:

1. Providing effective, community-based services and supports for children and their families which coordinate with other systems to address their emotional, social, educational, and physical needs, including traditional and nontraditional services as well as natural and informal supports.
2. Provide individualized services in accordance with the unique potentials and needs of each child and family, guided by a strengths-based planning process and an individualized service plan developed in true partnership with the child and family.
3. Ensure that services and supports include evidence-informed, promising practices, and/or interventions supported by practice-based evidence, as agreed upon with COUNTY, to ensure the effectiveness of services and to improve outcomes for children and their families. This includes selecting, training, and implementing practices with fidelity and tracking of outcomes associated with intervention using a standardized outcome measurement tool(s).
4. Deliver services and supports within the least restrictive, most normative environments that are clinically appropriate.
5. Ensure that families, other caregivers, and youth are full partners in all aspects of the planning and delivery of their own services. PROVIDER is also encouraged to include family and youth voice in development and implementation of policies and procedures that govern care for children and youth in their organization.
6. Ensure that services are well coordinated with other child-serving agencies with which the child/family may be involved to assure integrated care management.
7. Practice and/or engage with care management at the service level to ensure that multiple services are delivered in a coordinated and therapeutic manner and that children and their families can move through the system of services in accordance with their changing needs.
8. Provide developmentally appropriate mental health services and supports that promote optimal social-emotional outcomes for young children and their families in their homes and community settings when the PROVIDER serves children 0-5 years of age.
9. Provide developmentally appropriate services and supports to facilitate the transition of youth age 18 to 21 years to adulthood and to the transition age youth and adult service systems as needed.
10. Encourage participation in local mental health promotion, prevention, and early identification and intervention opportunities.

11. Incorporate continuous accountability and quality improvement mechanisms to track, monitor, and manage the quality, effectiveness, and outcomes at the program level, practice level, and child and family level.
12. Protect the rights of children and families and promote effective advocacy efforts.
13. Provide services and supports without regard to race, religion, national origin, gender, gender expression, sexual orientation, physical disability, socio-economic status, geography, language, immigration status, or other characteristics, and ensure that services are sensitive and responsive to these differences.

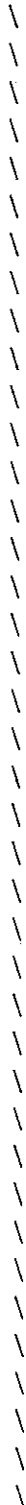


EXHIBIT D
COUNTY OF HUMBOLDT
HIPAA BUSINESS ASSOCIATE AGREEMENT
Betty Kwan Chinn Homeless Foundation – Betty’s House
FY 2017-18

Recitals:

- A. COUNTY, as a “Covered Entity” (defined below) wishes to disclose certain information to CONTRACTOR, hereafter known as the “BUSINESS ASSOCIATE” (defined below) pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. COUNTY and BUSINESS ASSOCIATE intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information and Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and Security Rule (defined below) requires COUNTY to enter into an Agreement containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R”) and contained in this Agreement.

The parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- c. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- d. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to the term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by COUNTY to BUSINESS ASSOCIATE or created, maintained, received, or transmitted by BUSINESS ASSOCIATE on COUNTY's behalf.
- l. **Security Incident** shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- m. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- n. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BUSINESS ASSOCIATE shall use Protected Information only for the purpose of performing BUSINESS ASSOCIATE's obligations under the Agreement and as permitted or required under the Agreement, or as required by law. Further, BUSINESS ASSOCIATE shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by COUNTY. However, BUSINESS ASSOCIATE may use Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. [45 C.F.R. Sections 164.504(e)(2), 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BUSINESS ASSOCIATE shall disclose Protected Information only for the purpose of performing BUSINESS ASSOCIATE's obligations under the Agreement and as permitted or required under the Agreement, or as required by law. BUSINESS ASSOCIATE shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by COUNTY. However, BUSINESS ASSOCIATE may disclose Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. If BUSINESS ASSOCIATE discloses Protected Information to a third

party, BUSINESS ASSOCIATE must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BUSINESS ASSOCIATE of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2.l. of the Agreement, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].

- c. **Prohibited Uses and Disclosures.** BUSINESS ASSOCIATE shall not use or disclose PHI other than as permitted or required by the Agreement, or as required by law. BUSINESS ASSOCIATE shall not use or disclose Protected Information for fundraising or marketing purposes. BUSINESS ASSOCIATE shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BUSINESS ASSOCIATE shall not directly or indirectly receive remuneration in exchange for Protected Information, except with prior written consent of COUNTY and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however this prohibition shall not affect payment by COUNTY to BUSINESS ASSOCIATE for services provided pursuant to the Agreement.
- d. **Appropriate Safeguards.** BUSINESS ASSOCIATE shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall comply with the policies, procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Business Associate's Subcontractors and Agents.** BUSINESS ASSOCIATE shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of COUNTY, agree in writing to the same restrictions and conditions that apply to COUNTY with respect to such Protected Information and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- f. **Access to Protected Information.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, BUSINESS ASSOCIATE shall make Protected Information maintained by BUSINESS ASSOCIATE or its agents or subcontractors in Designated Record Sets available to COUNTY for inspection and copying within five (5) days of a request by COUNTY to enable COUNTY to fulfill its obligations under state law [California Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(e)]. If BUSINESS ASSOCIATE maintains Protected Information in electronic format, BUSINESS ASSOCIATE shall provide such information in electronic format as necessary to enable COUNTY to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.

- g. **Amendment of PHI.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, within ten (10) days of a request by COUNTY for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BUSINESS ASSOCIATE and its agents and subcontractors shall make such Protected Information available to COUNTY for amendment and incorporate any such amendment or other documentation to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE must notify COUNTY in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- h. **Accounting of Disclosures.** Within ten (10) days of a request by COUNTY for an accounting of disclosures of Protected Information, BUSINESS ASSOCIATE and its agents and subcontractors shall make available to COUNTY the information required to provide an accounting of disclosures to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by COUNTY. BUSINESS ASSOCIATE agrees to implement a process that allows for an accounting to be collected and maintained by BUSINESS ASSOCIATE and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BUSINESS ASSOCIATE maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE shall within five (5) days of the request forward it to COUNTY in writing.
- i. **Governmental Access to Records.** BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to COUNTY and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BUSINESS ASSOCIATE's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BUSINESS ASSOCIATE shall provide COUNTY a copy of any Protected Information and other documents and records that BUSINESS ASSOCIATE provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- j. **Minimum Necessary.** BUSINESS ASSOCIATES, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BUSINESS ASSOCIATE understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- k. **Data Ownership.** BUSINESS ASSOCIATE understands that BUSINESS ASSOCIATE has no ownership rights with respect to the Protected Information.

1. **Notification of Possible Breach.** BUSINESS ASSOCIATE shall notify COUNTY within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BUSINESS ASSOCIATE or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BUSINESS ASSOCIATE to have been accessed, acquired, used, or disclosed, as well as any other available information that COUNTY is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BUSINESS ASSOCIATE shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- m. **Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if BUSINESS ASSOCIATE knows of a pattern or activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement, BUSINESS ASSOCIATE must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BUSINESS ASSOCIATE must terminate the Agreement or other arrangement if feasible. BUSINESS ASSOCIATE shall provide written notice to COUNTY of any pattern of activity or practice of a subcontractor or agent that BUSINESS ASSOCIATE believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement within five (5) days of discovery and shall meet with COUNTY to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- n. **Audits, Inspection and Enforcement.** Within ten (10) days of a request by COUNTY, BUSINESS ASSOCIATE and its agents and subcontractors shall allow COUNTY or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BUSINESS ASSOCIATE has complied with this Agreement or maintains adequate security safeguards. BUSINESS ASSOCIATE shall notify COUNTY within five (5) days of learning that BUSINESS ASSOCIATE has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights or other state or federal government entity.

3. Termination

- a. **Material Breach.** A breach by BUSINESS ASSOCIATE of any provision of this Agreement, as determined by COUNTY, shall constitute a material breach of the Agreement and shall provide grounds for *immediate* termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Effect of Termination.** Upon termination of the Agreement for any reason, BUSINESS ASSOCIATE shall, at the option of COUNTY, return or destroy all Protected Information that

BUSINESS ASSOCIATE or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by COUNTY, BUSINESS ASSOCIATE shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If COUNTY elects destruction of the PHI, BUSINESS ASSOCIATE shall certify in writing to COUNTY that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

4. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA regulations.



**NONPROFITS
INSURANCE**
ALLIANCE OF CALIFORNIA

A Head for Insurance. A Heart for Nonprofits.

**NONPROFITS INSURANCE ALLIANCE
OF CALIFORNIA (NIAC)**

www.insurancefornonprofits.org

**POLICY CHANGE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

COMPANY: Nonprofits Insurance Alliance of California (35255)
 POLICY NUMBER: 2016-35255-NPO
 NAMED INSURED: Betty Kwan Chinn Homeless Foundation*
 POLICY CHANGE EFFECTIVE: 05/24/2017
 COVERAGE PART AFFECTED: COMMERCIAL GENERAL LIABILITY
 POLICY CHANGE#: 2

In consideration of an additional premium:

Social Service Professional Liability Coverage is hereby added to the policy per the attached NIAC-E32, NIAC-E02 and the CG 21 16 s. Endorsement CG 22 44 and CG 21 16 are hereby deleted from the policy.

SOCIAL SERVICE PROFESSIONAL LIABILITY

GENERAL AGGREGATE LIMIT.....	2,000,000
EACH OCCURRENCE LIMIT.....	1,000,000

All other terms, limits and conditions remain the same.

ADDITIONAL PREMIUM:	\$297
RETURN PREMIUM:	\$0
TOTAL PREMIUM:	\$297

 AUTHORIZED SIGNATURE

05/25/2017

(00337)



**NONPROFITS
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OF CALIFORNIA (NIAC)**

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SOCIAL SERVICE PROFESSIONAL COVERAGE FORM DECLARATIONS

PRODUCER:

George Petersen Insurance Agency
P.O. Box 1227
Eureka, CA 95502

POLICY NUMBER: 2016-35255

RENEWAL OF NUMBER: 2015-35255

NAME OF INSURED AND MAILING ADDRESS:

Betty Kwan Chinn Homeless Foundation; Greater Eureka Community Outreach Program, LLC

P.O. Box 736
Eureka, CA 95502

POLICY PERIOD: FROM 5/24/2017 TO 9/19/2017
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Homeless assistance and shelter

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF COVERAGE:		PREMIUM
SOCIAL SERVICE PROFESSIONAL AGGREGATE LIMIT	\$2,000,000	\$297
SOCIAL SERVICE PROFESSIONAL EACH EVENT LIMIT	\$1,000,000	

TOTAL PREMIUM: **\$297**

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUANCE:

NIAC-E02 01 17, NIAC-E32 01 17,

COUNTERSIGNED:

BY

Samuel C. D.

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Notice: This risk pooling contract is issued by a pooling arrangement authorized by California Corporations Code Section 5005.1. The pooling arrangement is not subject to all of the insurance laws of the State of California and is not subject to regulation by the Insurance Commissioner. Insurance guaranty funds are not available to pay claims in the event the risk pool becomes insolvent.

NIAC-SSP



A Head for Insurance. A Heart for Nonprofits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY -
FOR DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "damages" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations.

The insurance extended by this endorsement is primary coverage when you have so agreed in a written contract or agreement and will be considered non-contributory with the additional insured(s) own insurance.



**NONPROFITS
INSURANCE**
ALLIANCE OF CALIFORNIA

A Head for Insurance. A Heart for Nonprofits.

SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

SECTION I – COVERAGES

1. INSURING AGREEMENT

a. We will pay those sums that an insured becomes legally obligated to pay as "damages" which arise out of an act, error or omission committed in the performance of a "professional service" by you or by any other person for whose act, error or omission you are legally responsible. The act, error or omission must be committed in your business as a social service agency. We will have the right and duty to defend any "suit" seeking those "damages." We may at our discretion investigate any claim or "suit" that may result. But:

(1) The amount we will pay for "damages" is limited as described in Section IV – Limits Of Insurance; and

(2) Our right and duty to defend end when we have exhausted the applicable limit of insurance in the payment of "damages."

b. This insurance applies only to an act, error or omission in the performance of a "professional service" that takes place in the "coverage territory" and which "professional service" is committed during the time that this Coverage Form is in effect.

2. EXCLUSIONS

This insurance does not apply to:

a. Expected Or Intended Injury

Any "damages" expected or intended from the standpoint of an insured.

b. Contractual Liability

Liability arising out of any delay or failure by an insured or anyone acting on an insured's behalf to perform a contract or agreement in accordance with its terms or for which the insured is obligated to pay "damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages":

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the act, error or omission which constitutes a "professional service" is committed subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract," reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be "damages" which are subject to this Coverage Form, provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which "damages" to which this insurance applies are alleged.

c. Prescribing or Dispensing of Drugs

Liability arising out of:

- (1) The prescription of drugs; or
- (2) The utilization, furnishing or dispensing of drugs or medical, dental, or nursing supplies or appliances except as directed by a "Medical services provider" and in the normal practice of an insured performing a "professional service."

d. Dishonest, Fraudulent, Criminal or Malicious Acts

Liability arising out of any dishonest, fraudulent, criminal or malicious act, error or omission by an insured or by any person or organization for whose act, error or omission an insured is legally liable, including, but not limited to, the providing or performing of a "professional service" while any such insured's, person's or organization's license or certification is suspended, revoked, surrendered, or otherwise not in effect.

e. Sexual Misconduct or Physical Abuse

Liability arising out of:

- (1) Any form of sexual misconduct, including but not limited to any actual, alleged, attempted, proposed or threatened sexual abuse, molestation, erotic physical contact, or sexual harassment by anyone of any person;
- (2) Any form of physical abuse, including but not limited to assault, including assault with a deadly weapon or with force likely to produce bodily harm, battery or unreasonable physical restraint or constraint by anyone of any person; or
- (3) The employment, investigation, supervision, reporting or failure to report to the proper authorities, or retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (1) or (2) above.

f. Professional Services by a Medical Services Provider

The rendering or failure to render a "professional service," other than counseling or nursing services, by a "Medical services provider." However, as to the Named Insured, this exclusion shall not apply to "Incidental medical services."

g. Claims Covered by Other Insurers

Any claim or "suit" for which the insured is entitled to insurance by another insurer because:

- (1) The other insurer provided a policy or policies which expired prior to the effective date of this coverage form; and
- (2) Notice was given to the other insurer of a circumstance which might give rise to a claim or "suit" under that insurer's policy; or,
- (3) That other insurer provided a policy or policies which provide insurance for the claim or "suit," and the policy or policies incepted during or subsequent to the expiration of this policy;

In which case this policy shall be excess to that policy or policies and shall have no obligation to defend the insured until there is an exhaustion of or finding of inapplicability of that other insurance.

h. Professional Certification

Liability arising out of an act, error or omission performed in the capacity of, or which normally requires licensing or professional certification, as:

- (1) An attorney;
- (2) An accountant;
- (3) An insurance agent or insurance broker;
- (4) A financial management consultant;
- (5) An architect or engineer;
- (6) A real estate agent or broker; or
- (7) A computer developer, website developer or software developer.

- i. **Claims Covered by Other Coverages Written by Us**
Any claim or "suit" for which coverage is afforded under any other policy or Coverage Form issued by us to the Named Insured or applicable to any insured as defined in Section III - Who Is An Insured of this Coverage Form.
- j. **Claims by Employee Claimants**
Liability to an "employee claimant" or for an obligation to indemnify another because of any liability to an "employee claimant."
- k. **Workers' Compensation and Similar Laws**
Any obligation of the insured under a workers' compensation, employer's liability, employee benefits liability, disability benefit or unemployment compensation law, the Employee Retirement Income Security Act (ERISA), or any similar law.
- l. **Discrimination**
Liability arising out of actual or alleged discrimination, whether intentional or unintentional, including but not limited to discrimination based upon a person's sex, sexual preference, marital status, race, creed, age, national origin, religion, physical capabilities, physical characteristics or condition, or mental capabilities or condition.
- m. **Liquor Liability**
"Damages" for which any insured may be held liable by reason of:
 - (1) Causing or contributing to the intoxication of any person;
 - (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 - (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.
- n. **Aircraft, Auto, Mobile Equipment or Watercraft**
Liability arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto," "mobile equipment" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the claim which caused the liability involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto," "mobile equipment" or watercraft that is owned or operated by or rented or loaned to any insured.
- o. **Electronic Data**
"Damages" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data."
- p. **IT Consulting**
"Damages" arising out of Information Technology (IT) consulting, whether performed by the insured or any other party or person if the insured is sought to be held liable for "damages" arising from IT consulting.
- q. **Recording and Distribution of Material or Information in Violation of Law**
"Damages" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
 - (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA).

- r. **Claims for Non-Monetary Relief**
Any criminal, investigative or administrative proceeding or any claim or "suit" seeking non-monetary relief, including but not limited to injunctive relief, declaratory relief or restraining orders.
- s. **Pollution**
"Damages" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- t. **Pollution-related**
Any "damages" for any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (2) Claim or "suit" by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants."
- u. **Infringement Of Copyright, Patent, Trademark Or Trade Secret**
Any "damages" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

SECTION II – SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$1,000 a day because of time off from work.
 - d. All court costs taxed against the insured in the "suit." However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
2. If we defend an insured against a "suit" and an indemnitee of that insured, pursuant to an "insured contract," is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks "damages" for which that insured has assumed the liability of the indemnitee in that "insured contract";
 - b. This insurance applies to such liability assumed by that insured in that "insured contract";
 - c. The obligation to defend, or the cost of defense of, that indemnitee, has also been assumed by that insured in that same "insured contract";
 - d. The allegations in the "suit" and the information that we know about the "suit" are such that no conflict appears to exist between the interests of that insured and the interests of that indemnitee;
 - e. The indemnitee and that insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend that insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";

- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee, and
- (2) Provides us with written authorization to:
- (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit."

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid. However, expenses incurred, including attorneys' fees, will be paid as "damages" and will reduce the limits of insurance to this Coverage Form.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, including the terms described in Subsection 2. above, are no longer met.

3. We will pay up to an annual aggregate limit of \$10,000 to reimburse the Named Insured for wages paid to an employee or employees of the Named Insured who are suspended with pay during the investigation of any claim or "suit" reported to us and covered under this Coverage Form.

SECTION III – WHO IS AN INSURED

1. If you are designated in the Declarations as:
- a. A nonprofit corporation, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your "executive officers" or directors.
 - b. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
2. Each of the following is also an insured:
- a. Your employees, volunteers, interns and students-in-training, but only for acts within the scope of their employment, volunteer work, internship or training with you.
 - b. Your legal representative, but only with respect to that representative's duties as such. That representative will have all of your rights and duties under this Coverage Form.
 - c. Any individual person who enters into a contract or agreement directly with you as an independent contractor, but only for acts, errors or omissions committed by that person while acting within the scope of his or her duties as an independent contractor for you. However, no person is an insured for:
 - (1) bodily injury, including mental injury or emotional distress, sustained by any other insured under this Coverage Form; or
 - (2) physical injury to or loss of use of tangible property which is owned, occupied or used by you or rented to you, in your care, custody or control or over which physical control is being exercised for any purpose by you or by any other insured under this Coverage Form.

The coverage extended by this provision, 2.c., is excess and non-contributory to any other insurance that applies to a claim or "suit", which insurance has been purchased by or on behalf of the person or persons who is/are the subject of this provision or that is/are applicable to the person or persons that are the subject of this provision.

3. Any organization you newly acquire or form, other than a partnership or joint venture over which you maintain ownership or majority ownership or controlling interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only if you notify us before the acquisition of or formation of such organization and agree to pay an additional premium we deem appropriate.

b. Coverage under this provision does not apply to any "damages" which arise out of an act, error or omission which constitutes a "professional service" and which act, error or omission was first committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture which is not shown as a Named Insured in the Declarations.

No person is an insured for liability arising out of an act, error, or omission committed in that person's status as a foster parent.

SECTION IV – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Social Service Professional Aggregate Limit is the most we will pay for any "damages" included in the Social Service Professional Liability Coverage Form.
3. The Social Service Professional Each Event Limit is the most we will pay for under this coverage form because of all "damages" arising out of any one act, error or omission, or a series of related acts, errors or omissions.

SECTION V – CONDITIONS

1. **Bankruptcy**
Bankruptcy or insolvency of an insured or of an insured's estate will not relieve us of our obligations under this Coverage Form.
2. **Duties In The Event Of Offense, Claim Or "Suit"**
 - a. You must see to it that we are notified as soon as practicable of a "suit" or claim or of an act, error, or omission which may result in a claim or "suit." To the extent possible, notice should include:
 - (1) How, when and where the act, error or omission took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any "damage" arising or potentially arising out of the act, error or omission which has resulted or could result in a claim or "suit."
 - b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable, including the providing to us of written notice of the claim or "suit" as soon as practicable.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit", including but not limited to the attending of mediations, settlement conferences, trials and depositions as requested by us; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you or to any insured because of injury or "damage" to which this insurance may apply.
 - d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for "damages" that are not payable under the terms of this Coverage Form or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to an insured for a loss we cover under this Coverage Form, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- (a) That covers you or an insured as an additional insured, or to which an insured has tendered a defense, which tender has been accepted;
- (b) That incepted prior to the inception date of this coverage form and to which you or an insured have tendered a defense, which tender has been accepted
- (c) That incepted subsequent to the inception date of this policy and to which you or an insured have tendered a defense, which defense has been accepted.

(2) When this insurance is excess, we will have no duty to defend an insured against any "suit" if any other insurer has a duty to defend that insured against the "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to that insured's rights against any other insurer or insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount of all such other insurance that would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not obtained specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Form.

c. Method Of Sharing

(1) If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach we and each other insurer will contribute equally until each has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

(2) If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, we and each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Form to the Named Insured, this Coverage Form applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

8. Anti-Stacking

If two or more coverage parts, forms or policies written by us apply to a claim, loss and/or "suit," the policy with the greatest limit of liability shall be the sole and only policy written by us applicable to the claim, loss and/or "suit."

SECTION VI – ARBITRATION

Notwithstanding any other term set forth herein, the parties hereby agree that any dispute which arises under this Coverage Form, including whether the Coverage Form provides coverage or claims handling issues, shall be resolved through binding arbitration. All parties acknowledge that by agreeing to binding arbitration, they are waiving their right to a jury trial. Binding arbitration shall take place in the venue of the domicile of the Named Insured unless otherwise agreed and shall be conducted by a single neutral arbitrator selected by the American Arbitration Association and pursuant to its rules. The arbitrator shall apply the law of the state or District where this Coverage is issued. The costs of the arbitration shall be shared equally by the participants.

SECTION VII – DEFINITIONS

The following definitions are applicable to the insurance provided by this policy.

1. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
However, "auto" does not include "mobile equipment."

2. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) An act, error or omission that takes place through the Internet or similar electronic means of communication;provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the location described in Paragraph a. above or in a settlement we agree to.

3. "Damage(s)" means:

a monetary judgment, award or settlement, except those for which insurance is prohibited by applicable law. "Damages" does not include fines, penalties, disputes over fees, deposits, commissions or charges for goods or services, injunctive relief, restitution, statutory damages or punitive, exemplary or multiplied amounts. "Damages" includes reasonable attorneys' fees and litigation expenses expended on behalf of contractual indemnitees as specified in SECTION II – SUPPLEMENTARY PAYMENTS, paragraph 2.

4. "Electronic data" means:

information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

5. "Employee claimant" includes, but is not limited to:

employees, applicants for employment, former employees, officers, former officers, directors and former directors of any insured, while acting in their capacity as employees, applicants for employment, former employees, officers or former officers, directors or former directors of the insured, as well as any derivative claim of any spouse, child, brother, sister, parent, dependent, successor, subrogee or assignee of any such employee, applicant for employment, former employee, officer, former officer, director or former director.

6. "Executive officer" means:

a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Incidental medical services" means:

a. The performance of services on your behalf by a "Medical services provider" if the following two (2) conditions are satisfied:

- 1.** You have not agreed to defend, indemnify or hold harmless the "Medical services provider" against any loss, cost, claim or cause of action arising out of or as a result of the provision of such services; and
- 2.** The "Medical services provider" has applicable Professional Liability (Errors and Omissions or Professional Negligence) coverage with limits of insurance equal to or greater than the limit of liability of this Coverage Form; or

b. The hiring, supervision or retention by you of a "Medical services provider."

8. "Insured contract" means:

that part of any contract or agreement pertaining to your business under which you assume the tort liability of another to pay "damages" to a third person or organization. Tort liability means a liability which would be imposed by law in the absence of any contract or agreement.

9. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft, "mobile equipment" or "auto";
- b.** While it is in or on an aircraft, watercraft, "mobile equipment" or "auto"; or
- c.** While it is being moved from an aircraft, watercraft, "mobile equipment" or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft, "mobile equipment" or "auto."

10. "Medical services provider" means:

an individual performing healthcare services within the scope of services for which the provider is or has been licensed, including but not limited to a dentist, nurse anesthetist, nurse midwife, nurse practitioner, paramedic/EMT, pharmacist, physician, physician assistant, psychiatrist or surgeon.

11. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or

- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

Self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos."

12. "Pollutants" mean:

any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

13. "Professional service" is:

conduct arising out of a vocation, calling, occupation, or employment involving specialized knowledge, labor, or skill, and the labor or skill involved is predominately mental or intellectual, rather than physical or manual; including but not limited to acts, errors or omissions committed by individuals in their capacities as an acupuncturist, adoption service employee, aide, assisted living provider, childcare worker, chiropractor, CNA, counselor, daycare provider, educator, home health aide, instructor, LPN, mentor, nurse assistant, nutritionist, optician, phlebotomist, psychotherapist, psychologist, RN, resident home care provider and supervisors, social worker, teacher, therapist, tutor or veterinarian.

14. "Suit(s)" means:

a civil proceeding in which "damages" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Professional Services
1. Any and all professional services, except to the extent that coverage is provided by the Social Service Professional Liability Coverage Form.
2.
3.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.