

SOFTWARE AS A SERVICE AGREEMENT
For use of CSE-IT ONLINE

This Software as a Service Agreement is entered into on and effective from July 1, 2025 to June 30, 2027 (the “Term”) between County of Monterey, a political subdivision of the state of California, on behalf of its Department of Social Services (“You” or “Licensee”) and WestCoast Children’s Clinic (“Licensor,” “WCC”, “we”, or “us”). The terms and conditions set forth herein, together with any other documents expressly incorporated by reference, including, without limitation, Licensor’s privacy policy available at <https://www.westcoastcc.org/cse-it-online-privacy-notice/> (collectively, the “Agreement”), govern Licensee’s (and its Users’) use of Licensor’s proprietary, hosted service product (the “Services”) known as the Commercial Sexual Exploitation Identification Tool (“CSE-IT”) and the associated documentation (the “Documentation” and, together with the Services, the “Product”).

1. Grant of License

1.1. Grant of License. Subject to the terms and conditions of this Agreement and Licensee’s (and its Users’) compliance therewith, Licensor hereby grants Licensee a non-exclusive, non-transferable, non-sublicensable, revocable right, during the Term (i) to access and use the Product, (ii) to use the Documentation in connection with such authorized use of the Services, and (iii) to make one copy of the Documentation solely for archival and backup purposes; in each case, solely for use by Licensee and its Users in accordance with the terms and conditions herein and not for use by any third parties. Licensee is responsible for ensuring that all Users, whether internal or external, agree to and fully comply with terms and conditions set forth herein, and any breach of this Agreement by any User will be deemed a breach by Licensee. For purposes of this Agreement, “User(s)” means Licensee’s employees, consultants, contractors, and agents (a) who are authorized by Licensee to access and use the Product under the rights granted to Licensee pursuant to this Agreement; and (b) for whom access to the Product has been obtained. Licensee is responsible for the use of the Product by its Users.

1.2. Use Restrictions. Licensee agrees (a) to use the Product solely for its own internal business purposes and agrees not to rent, lease, sublicense, timeshare, or otherwise distribute the Product for resale, or otherwise make available the Product to any third parties, (b) not to reverse engineer, decompile, disassemble, modify, create derivative works of, attempt to discover the source code of, or copy all or any part of the Product, including, without limitation, the content on or available through the Product, (c) to take appropriate actions to protect the Product and all parts thereof from unauthorized copying, modification, or disclosure by its Users and other third parties, and (d) not to remove or destroy any proprietary notices contained on or in the Product or any copies thereof. Licensee may not use the Product or access any part of CSE-IT if Licensee is a direct competitor of Licensor or if such use or access is for purposes of monitoring the availability, performance or functionality of the Product, or for any other benchmarking or competitive purposes. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any

copyrighted material contained on or available through the Product is strictly prohibited without the express written consent of Licensor or the copyright owner. If Licensee (or any of its Users) provides any other person with access to any part of the Product in breach of this Agreement, Licensee's right to use the Product will stop immediately.

- 1.3. Title to Intellectual Property.** Licensee hereby acknowledges that all right, title and interest in and to the Product (and all of its content, features, and functionality, including, but not limited to, all information, software text, displays, images, video, and audio, and the design and arrangement thereof) and all intellectual property rights therein, including patent, unpatented inventions, copyright, trademark, trade secret, proprietary information and technology used in or comprising the Product, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Licensee to Licensor relating to the Product (collectively, the "Licensor Intellectual Property") are owned by, and are vested in, Licensor. For the avoidance of doubt, Licensor Intellectual Property includes, but is not limited to, the key indicators, statements to consider, continuum of concern, scoring algorithm, and directions for use of any and all versions of CSE-IT. Other than as expressly set forth in this Agreement, no license or other rights in the Licensor Intellectual Property are granted to Licensee and all such rights are hereby expressly reserved by Licensor. Licensor Intellectual Property does not include any Client Data.
- 1.4. Logo; Publicity.** WCC, its logo, and all related names, logos, product and service names, designs, and slogans are trademarks of WCC or its affiliates or licensors. Licensee is prohibited from using such marks without the prior written permission of the WCC. All other names, logos, product and service names, designs, and slogans used in connection with the Product are the trademarks of their respective owners. Any use by Licensor of Licensee's trademarks, service marks, trade dress, trade names, brand names, logos, corporate names, domain names, and other branding elements on or in connection with Licensor's promotional, advertising, and marketing materials in all formats and media, including, without limitation, on lists of current or former users of the Product and on advertisements for WCC and/or the Product may only be done with the written agreement of Licensee.
- 1.5. Aggregated Data Use.** Licensor shall own all rights in de-identified aggregated and statistical data derived from the operation of the Product, including, without limitation, the number of records, the number and types of screenings, and reports processed using the Software, as well as the performance results of the Services ("Aggregated Data"). Nothing in this Agreement shall be construed as prohibiting Licensor from collecting, utilizing, transferring, or sharing Aggregated Data for purposes of enhancing Licensor's products and services, internal reporting, and other activities related to Licensor's businesses. To the extent Licensee is able to claim any right, title, or interest in and to the Aggregated Data, Licensee hereby unconditionally and irrevocably grants to Licensor an assignment of all right, title, and interest in and to the Aggregated Data, including all intellectual property rights relating thereto.
- 1.6. Access Credentials.** Licensee (and its Users) may need a username and password to access and use the Product. Licensee (and its Users) shall: (i) treat such information as

confidential, (ii) not disclose it to any other person or entity, (iii) not provide such information to any other person or entity in order to assist such third party in accessing the Product, (iv) notify Licensor immediately of any unauthorized access to or use of Licensee's (or its Users') user name or password or any other breach of security.

1.7. Third Party Materials. Information and other content that may be provided by third party licensors and partners of WCC ("**Third Party Content**") is, in each case, the copyrighted and/or trademarked work of the owner of such Third Party Content. Licensee acknowledges and agrees that it has no right to download, cache, reproduce, modify, display, edit, alter or enhance any of the Third Party Content in any manner unless Licensee obtains the consent of the owner for the Third Party Content. The Product may contain links to other sites and resources provided by third parties and such links are provided for convenience only. Licensor has no control over the contents of those websites or resources, and accepts no responsibility for them or for any loss or damage that may arise from Licensee's use of them. If Licensee accesses any of the third party websites linked or referenced in the Product, Licensee does so entirely at its own risk and subject to the terms and conditions of use for such websites.

1.8. Suspension. Licensor may, directly or indirectly, suspend, terminate, or otherwise deny Licensee's or any of its Users' access to or use of all or any part of the Product, without incurring any resulting obligation or liability, if: (a) Licensor receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Licensor to do so; or (b) Licensor believes, in its good faith discretion, that: (i) Licensee or any of its Users has failed to comply with any term of this Agreement, or accessed or used the Product beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement set forth in the Documentation; (ii) Licensee or any of its Users is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities; or (iii) this Agreement expires or is terminated. This Section is not intended to limit any of our other rights or remedies, whether at law, in equity, or under this Agreement. Licensor reserves the right to terminate accounts that are inactive for an extended period of time and the right to modify or discontinue, temporarily or permanently, the Product. In this instance, Licensor will provide notification to Licensee thirty (30) days in advance of termination, modification, or discontinuance of access.

1.9. Support. The Services include Licensor's standard email-based support services during regular business hours (9 am – 5 pm Monday through Friday, Pacific time zone). Requests for support can be submitted to Licensor by emailing: screening@westcoastcc.org

2. Protection of Licensee Data

2.1. Acceptable Use. Licensee must comply with all applicable laws, treaties, regulations, and third party agreements in connection with Licensee's use of the Product, including those related to privacy, data protection, and cross-border transfer of personal data and in accordance with Licensee's obligations under this Agreement. Licensee

represents and warrants that it has all necessary rights to provide Licensor with any personal data (if any) of its Users under Licensee's account. Any use of the Product in violation of Licensee's obligations under this Agreement shall be a material breach of this Agreement. Licensee agrees to defend, indemnify and hold Licensor harmless from and against any and all third party claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from Licensee's violation of its obligation under this Agreement, applicable local, state, federal, national or foreign laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, other intellectual property right, violation of any proprietary rights, invasion of any privacy rights or breach of any third party confidentiality obligation. This obligation will survive the termination of the Services. Notwithstanding anything contained in this Agreement to the contrary, Licensor accepts no liability for Licensee's use of the Product to transmit Client Data containing privileged or confidential information.

2.2. Client Data. Licensee will be solely responsible for providing all Client Data required for the proper operation of CSE-IT in a format consistent with the requirements set forth in the Documentation and agrees to refrain from entering, submitting, or uploading any data or information that Licensee has no license to or is otherwise unauthorized to disclose. Licensee will also limit entering, submitting, or uploading any data or information not necessary for CSE-IT to function, but superfluously entered or submitted by Licensee or its Users in free text areas. Licensee shall have sole responsibility for the accuracy, quality, integrity, reliability, appropriateness, and right to use all Client Data or other data submitted through the Product, including as outlined in this Agreement. Licensor is under no obligation to review Client Data or other submitted data by Licensee for accuracy, acceptability or potential liability and shall not be liable or responsible for the content, accuracy or appropriateness of, or the right to use, such data in providing the Services. Notwithstanding any provision contained in this Agreement to the contrary, Licensor has no liability and expressly disclaims all liability, loss or damage for or related to any Client Data or information submitted to Licensor through use of the Product. Licensee grants to Licensor all necessary licenses in and to its Client Data solely as necessary for Licensor to fulfill its obligations under this Agreement. For purposes of this Agreement, "**Client Data**" means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from Licensee or any of its Users by or through the Product. For the avoidance of doubt, Client Data does not include Aggregated Data or any other information reflecting the access or use of the Product by or on behalf of Licensee or any of its Users.

2.3. HIPAA Compliance. If Licensee is subject to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), Licensee agrees to request a Business Associate Agreement ("**BA**") by emailing screening@westcoastcc.org in order to enter into an agreement with Licensor to support the requirements of HIPAA and the parties' compliance requirements. Together with this Agreement and Licensor's privacy policy (available at www.westcoastcc.org/privacy-policy/), a fully executed HIPAA Business Associate Agreement will govern each party's respective obligations regarding

Protected Health Information (“PHI”), as defined in the HIPAA BA. Except to the extent acting as a Business Associate under the BA entered into between Licensor and Licensee, Licensor is not responsible for compliance with HIPAA, and will not be responsible for any actual or alleged non-compliance with HIPAA.

3. Term and Termination

3.1. Term and Termination. The term of this Agreement shall be from July 1, 2025 to June 30, 2027 (the “Term”). Either party may at any time and for any or no reason, suspend or terminate this Agreement with a minimum of thirty (30) days’ prior notice to the other party. In the event that Licensee fails to comply with any provision of this Agreement, Licensor shall provide a sixty (60) day window to cure such deficiencies. If Licensee is not in full compliance with the provisions of this Agreement within this 60-day window, Licensor will be able to terminate this Agreement immediately. Licensee may also immediately terminate this Agreement by discontinuing use of the Product. Upon termination of this Agreement, Licensee shall cease all use the Product and all administrator and user login access will be de-activated.

3.2. Effect of Termination; Data Portability and Deletion. Upon termination of this Agreement for any reason, Licensee’s right to access the Product and any data stored therein, including, without limitation, Client Data, ceases. Notwithstanding the foregoing, Licensee will have access to the Product’s data export tool to export any Client Data and data pertaining to individual screen records prior to the effective date of termination. Licensor will have no obligation to maintain or provide any Client Data or any other information or data stored on or submitted, uploaded, or transmitted through the Product after the effective date of termination and may thereafter, unless legally prohibited, delete all Client Data. Licensor will have the right to maintain such Client Data as such data pertains to Licensor’s ongoing evaluation of CSE-IT, such as screening results, demographic information, and ID numbers that link records. Should Licensee wish Client Data to be deleted upon termination of this Agreement, it shall send written notice to screening@westcoastcc.org requesting deletion.

3.3. Survival. All Sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations, warranty disclaimers, Fees and Payment (for any unpaid fees as of termination) and limitations of liability.

4. Fees and Payment

4.1. Annual License Fees. An annual fee of \$5000 will apply for use of the CSE-IT Online System. The fee will be payable in advance of each annual period (as calculated from July to June of each year) and will be due 30 days from the date of receipt of a certified invoice in the Office of the Auditor Controller. Invoice shall be submitted using the invoice sampled in **Exhibit D**. The annual fee does not include taxes, which will be due and payable if applicable.

4.2. Additional Services. Training and Technical Assistance shall be provided upon request of the licensee, not to exceed \$2,600 for training and \$663 for technical assistance for the full period of this agreement.

4.2.1. Licensors shall submit a signed invoice for the cost of training and/or technical assistance services by the 10th of the month following the month in which services were rendered, using the invoice sampled as Exhibit D.

4.3. Maximum Amount Payable. The maximum amount payable for the duration of this agreement shall not exceed ***thirteen thousand two hundred sixty-three dollars (\$13,263.00)*** as outlined below:

Service	Fiscal Year(s)	Total Cost
Annual License Fee	July 1, 2025 – June 30, 2026	\$5,000.00
Annual License Fee	July 1, 2026 – June 30, 2027	\$5,000.00
Training	July 1, 2025 – June 30, 2027	\$2,600.00
Technical Assistance	July 1, 2025 – June 30, 2027	\$663.00
Total:		\$13,263.00

4.4. Changes. Licensors reserves the right to (ii) withdraw or amend the Product, the terms and conditions upon which Licensee may be able to access the Product, and any services, features, or material Licensors provides through the Product with thirty (30) days’ notice to Licensee. Licensors will not be liable if, for any reason, all or any part of the Product is unavailable at any time or for any period. From time to time, Licensors may restrict access to some parts of the Product, or the entire Product, to Licensee for any reason at all, including, for example, whether or not Licensors has paid for access to such portions of the Product or the entire Product. All new services or fees shall be agreed upon in writing and signed by both parties.

5. Severability; Amendments

5.1. Severability. If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

5.2. Amendments. Amendments will be made in writing and with the mutual consent of both parties.

6. Warranties, Limited Liability, Aggregated Liability, Indemnity

6.1. Warranties by Licensee. Licensee represents, warrants, and covenants to Licensors that Licensee has and will have the necessary rights and consents in and relating to the Client Data so that, as received by Licensors, they do not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, any privacy or other rights of any third party, or violate any applicable law, including, without limitation, HIPAA.

6.2. Disclaimer by WCC. WCC, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN

CONNECTION WITH THE PRODUCT, OR ANY THIRD PARTY CONTENT, RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION, CONTENT, OR OTHER MATERIAL CONTAINED OR PRESENTED ON OR THROUGH THE PRODUCT. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCT, THE THIRD PARTY CONTENT, AND ANY OTHER INFORMATION, CONTENT OR MATERIAL CONTAINED OR PRESENTED ON THE PRODUCT IS PROVIDED TO LICENSEE ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WCC DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON LICENSEE'S OR ITS USERS' COMPUTERS.

- 6.3. Exclusion of Damages.** TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL WCC, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH LICENSEE'S USE, OR INABILITY TO USE, THE PRODUCT, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.
- 6.4. Aggregate Liability. Except as otherwise stated in this Agreement.** TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF WCC, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE AGGREGATE COVERAGE LIMITS SET FORTH UNDER THIS AGREEMENT. THE AGGREGATE COVERAGE LIMIT ON THIS CONTRACT IS TEN (10) TIMES THE ANNUAL AMOUNT PER FISCAL YEAR OF THIS AGREEMENT. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 6.5. Indemnification. Except as otherwise stated in this Agreement.** Licensee agrees to defend, indemnify, and hold harmless WCC, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to: (i) Licensee's violation of this Agreement or Licensee's use of the Product, including, but not limited to any use of the Product's content, services, and products other than as expressly authorized in this Agreement or Licensee's use of any information obtained from the Product; (ii) allegation of facts that, if true, would constitute Licensee's breach of any of its representations, warranties, covenants, or obligations under this Agreement; (iii) gross negligence or willful misconduct by Licensee or any of its Users; (iv) any violation of any applicable law by Licensee; (v) the Client Data; (vi) access to or use of the Product by

Licensee or any User in combination with any hardware, system, software, network, or other materials or service not provided by WCC or specified for Licensee's use in the Documentation; or (vii) modification of the Product other than by or on behalf of WCC or with WCC's prior written approval.

Licensor agrees to defend, indemnify, and hold harmless the County of Monterey, its directors, officers, employees, Representatives, and affiliates, from third party losses, damages and liabilities (including reasonable attorneys' fees incurred) arising from the Licensor's negligence or willful misconduct, violation of law or of any of Licensor's representations, warranties, covenants, or obligations under this Agreement, regulation, or breach of any provision of this Agreement, or use of the product, software, or network.

7. Insurance

Evidence of Coverage:

7.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor

7.2 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies that hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the County's Purchasing Manager.

Insurance Coverage Requirements:

7.3 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

(i) **Commercial general liability insurance** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.

(ii) Automobile Insurance Threshold:

Agreement **Under \$100,000** Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

OR

Agreement **Over \$100,000** Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.

(iii) Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.

(iv) Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability

limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.

7.4 Other Insurance Requirements:

7.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by an AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under an AGREEMENT.

7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

7.4.4 Prior to the execution of an AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by an AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the

indemnification clause in an AGREEMENT, which shall continue in full force and effect.

7.4.5 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of an AGREEMENT, which entitles County, at its sole discretion, to terminate an AGREEMENT immediately.

8. Miscellaneous

8.1. Changes. Licensor may make changes to the content and Services offered through, or available on, the Product at any time. Changes by Licensor to the terms of this Agreement will be in writing and by mutual consent by both parties. If any modification is unacceptable to Licensee, Licensee shall cease using the Product.

8.2. Governing Law; Venue. All matters relating to the Product, this Agreement, and any dispute or claim arising therefrom or related thereto shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule. Both Licensee and Licensor irrevocably consent to the exclusive personal jurisdiction of the federal and state courts located in Monterey County, California, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of the federal or state courts located in Monterey County, California, such personal jurisdiction will be non-exclusive. Additionally, notwithstanding anything in the foregoing to the contrary, a claim for equitable relief arising out of or related to this Agreement may be brought in any court of competent jurisdiction. If a proceeding is commenced to resolve any dispute that arises between Licensee and Licensor with respect to the matters covered by this Agreement, the prevailing party in that proceeding is entitled to receive its reasonable attorneys' fees, expert witness fees and out-of-pocket costs, in addition to any other relief to which that prevailing party may be entitled.

8.3. General. If any of the terms in this Agreement is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. Licensor's failure to enforce any of the terms in this Agreement is not a waiver of such term. This Agreement represents the entire agreement between Licensee and Licensor and supersedes all prior or contemporaneous negotiations, discussions or agreements between Licensee and Licensor about the Product. Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement without our prior written consent.

- 8.4. Electronic Communications.** By using the Product, Licensee consents to receiving electronic communications from Licensor. These electronic communications may include, but are not limited to, information concerning or related to the Product. Licensee agrees that any notices, agreements, disclosures or other communications that Licensor sends to Licensee or its Users electronically will satisfy any legal communication requirements, including that such communications be in writing. Any changes or modifications to this Agreement will be in writing, signed by both parties.
- 8.5. Force Majeure.** In no event will Licensor be liable or responsible to Licensee, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond Licensor's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the Effective Date, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Licensor may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) days or more.
- 8.6. Notice for California Users.** If You are a California resident, You may have this Agreement mailed to You electronically by sending a letter to screening@westcoastcc.org with Your email address and a request for this Agreement and any linked terms. In addition, under California Civil Code Section 1789.3, You may contact the Complaint Assistance Unit of the Division of Consumer Service(s) of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at 1-800-952-5210 in order to resolve a complaint regarding the Product or to receive further information regarding use of the Product.
- 8.7. Contact Information.** If You have any questions, comments, or concerns regarding this Agreement, please contact WCC at screening@westcoastcc.org

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

WestCoast Children's Clinic

County of Monterey

By: DocuSigned by:
Stacey Katz
6BD150F93AE847D...

By: _____

Name: Stacey Katz

Name: Roderick W. Franks

Title: CEO - WestCoast Children's Clinic

Title: Director of Social Services

Date: 6/5/2025 | 9:52 AM PDT

Date: _____

By: DocuSigned by:
Pamela Neyland
0F2291D3728B43D...

By: DocuSigned by:
Anne Brereton
A46091E5DE63489...

Name: Pamela Neyland

Name: Anne Brereton

Title: CFO

Title: County Counsel

Date: 6/6/2025 | 3:09 PM PDT

Date: 6/6/2025 | 3:29 PM PDT

By: DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...

Name: Patricia Ruiz

Title: Auditor/Controller

Date: 6/9/2025 | 8:37 AM PDT

LIST OF EXHIBITS
WestCoast Children's Clinic

Exhibit A	Additional Terms
Exhibit B	Business Associate Agreement (CSE-IT)
Exhibit C	HIPAA
Exhibit D	Sample Invoice

Additional Terms

DSS Data and Privacy Security terms for PII Cloud based host systems.

1. **Security Controls PII Data:** Contractor agrees to be bound by confidentiality and information security controls that govern the protection and safe storage of PII Data as it is uploaded or entered into the system. These technical/policy security controls are published by different organizations including but not limited to, the California Department of Human Services (DHCS), California Department of Social Services (CDSS), Social Security Administration (SSA), U.S. Department of Agriculture (USDA), and the California Department of Justice and policy standards/frameworks such as those described in the Health Insurance Portability and Accountability Act (HIPAA), the California Statewide Information Management Manual and or Federal Technical System Security Requirements. From time to time, during the term of this agreement the County may request the additional compliance of new technical requirements and controls to meet Federal, State laws and regulations that govern and protect PII/CWSCMS/CMIPS Client Data. The County will communicate any new applicable security controls being requested by State/Federal entities within 30 days of being notified, and the Contractor shall in reasonable faith effort work with County on a plan for compliance.
2. **Data Breach:**
 - a) Contractor shall perform at minimum, bi-annual security/vulnerability tests/scans of the Application and any Cloud Environment (AWS, GCP, Oracle OCI, Azure, etc.) hosting the application, Contractor shall mitigate any issues found promptly. Contractor agrees to take reasonable steps to ensure that County's information is kept in a private confidentially secure manner, including but not limited to auditing and verifying that Cloud storage containers (i.e., S3 buckets, Blob Storage, Object Storage, Google Storage) containing County PII data under the Contractor's control are not publicly accessible and are secured according to industry standards.
 - b) Contractor agrees to utilize Cloud Services in regions in the United States and agrees not to host any County data outside of the United States. This includes assuring that staff that are residents or citizens of the US have access to the County's Data. Contractor agrees to use industry-accepted tools and services to ensure the security of the Application environment, including but not limited to the National Vulnerability Database, vulnerabilities published by the Software vendors (Adobe, Oracle Java, Microsoft, etc.) and take appropriate controls to limit or reduce the Security risks of the cloud-hosted environment.
 - c) Contractor yearly, upon request by County, shall provide assurances to County that security vulnerability tests/scans, server OS patches, MongoDB patches, Microsoft SQL patches, Oracle Databases, Databases, Data Lakes, and any other 3'd-party software or services have been updated and patched. The notification shall include the number of high-risk vulnerabilities identified that were not remediated and any risk mitigation steps taken.
 - d) Contractor shall notify the County in writing after the discovery of any successful unauthorized computer intrusion attack that results in a suspected Data Security Breach, as defined by California Civil Code, as expediently as possible and without unreasonable delay, consistent with the legitimate needs of law enforcement via email to the following email addresses: security@countyofmonterey.gov and 501-InformationSecurity@countyofmonterey.gov The notification shall at the least include the date/time of the attack, IP addresses involved (if known), number of data records involved, attack vector, mitigation strategies deployed, and police or FBI-ic3 report numbers (if reported). and the contact information for the Contractor security team or incident management team for further follow-up by County personnel.

BUSINESS ASSOCIATE AGREEMENT
in relation to Covered Entity's use of Commercial Sexual Exploitation Identification
Tool (CSE-IT)

This Business Associate Agreement (“Agreement”) is made and entered into effective as of this 1 day of July, 2025 (“Effective Date”), by and between the County of Monterey (“Covered Entity”) and WestCoast Children’s Clinic (“Business Associate”).

RECITALS

A. Business Associate and Covered Entity are engaged in a business relationship pursuant to the terms of the underlying hosted software license agreement for the use of Business Associate’s Commercial Sexual Exploitation Identification Tool (CSE-IT) between the parties (“Service Agreement”) whereby Covered Entity purchases and Business Associate provides certain services to Covered Entity (“Business Relationship”).

B. As part of the Business Relationship, Business Associate performs or assists in performing a function or activity for or on behalf of Covered Entity that involves the access, maintenance, transmission, creation, use or disclosure of Protected Health Information as defined in 45 CFR 160.103 (“PHI”).

C. The parties desire to enter into this Agreement for the purpose of safeguarding PHI in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology Economic and Clinical Health Act of 2009 and associated implementing regulations, including, without limitation, Privacy Regulations and Security Regulations (collectively, “HIPAA Regulations”).

NOW, THEREFORE, for good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Definitions. All terms used, but not otherwise defined, in this Agreement, shall have the same meaning ascribed to them in the HIPAA Regulations.

II. Obligations and Activities of Business Associate.

(a) **Use and Disclosure of PHI.** Business Associate agrees not to Use or Disclose PHI other than as permitted or required by this Agreement or as required by law.

(b) **Safeguards.** Business Associate agrees to implement and at all times utilize all appropriate safeguards and shall comply with the Security Regulations with respect to electronic PHI to prevent any Use or Disclosure of the PHI other than as provided for by this Agreement.

(c) **Minimum Necessary Standard.** Business Associate agrees to access, request, Use or Disclose only the minimum necessary PHI to accomplish the intended purposes of the Business Relationship.

EXHIBIT B

(d) **Reporting.** Business Associate agrees to report to Covered Entity in writing any Use or Disclosure of PHI not provided for by this Agreement (“Incident”) without unreasonable delay and no later than five (5) days following discovery of the Incident by Business Associate.

(e) **Subcontractors.** Business Associate shall ensure that any subcontractor of Business Associate that creates, receives, maintains, or transmits PHI on behalf of Business Associate to fulfill Business Associate’s obligations to Covered Entity, agrees in writing, to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information.

(f) **Access to PHI.** To enable Covered Entity to respond to a patient’s request to access the patient’s PHI, Business Associate agrees to make available within a reasonable time, not to exceed twenty (20) calendar days of receiving a request for access, PHI in a Designated Record Set, to Covered Entity in order to meet the requirements under the Privacy Regulations. If Business Associate uses or maintains an electronic health record with respect to PHI, Business Associate shall provide such PHI in electronic format, if requested, to enable Covered Entity to fulfill its obligations under the HITECH Act and the Privacy Regulations.

(g) **Amendment of PHI.** To enable Covered Entity to respond to a patient’s request to amend the patient’s PHI, Business Associate agrees, within a reasonable time, not to exceed twenty (20) calendar days of receiving a request for amendment, to make available PHI for amendment and incorporate any amendment(s) to PHI in a Designated Record Set that the Covered Entity agrees to in accordance with the Privacy Regulations.

(h) **Disclosures to Secretary of DHHS.** Business Associate agrees to (i) make its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in the time and manner as designated the Secretary, for purposes of the Secretary determining Covered Entity’s compliance with the HIPAA Regulations, and (ii) provide Covered Entity with a copy of all documents made available to the Secretary within three (3) days of providing such documents to the Secretary.

(i) **Accounting of Disclosures.** Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with the Privacy Regulations. Within twenty (20) calendar days of receiving a request for accounting, Business Associate agrees to make available to Covered Entity the following information concerning such disclosures: the date of the disclosure, the name and address (if known) of the recipient, a brief description of the PHI disclosed, and a brief statement regarding the purpose of such disclosure.

(j) **Additional Compliance Requirements.** Business Associate shall (i) comply with the Security Regulations and all other requirements of the HIPAA Regulations applicable to Business Associate; (ii) maintain and transmit all PHI in encrypted manner which complies with DHHS issued guidance regarding securing PHI, and (iii) comply with applicable state laws concerning use or disclosure of PHI, provided that any patient and other notifications required under such laws shall be made only consistent with the requirements specified in Section

II(d) above. To the extent Business Associate is to carry out a Covered Entity's obligation under the Privacy Regulations, Business Associate shall comply with the requirements of the Privacy Regulations that apply to Covered Entity in the performance of such obligation.

III. Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Agreement, Business Associate may Use or Disclose PHI as necessary for performance of its obligations to Covered Entity in the Business Relationship and may:

(a) Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate;

(b) Disclose PHI for the proper management and administration of the Business Associate or to carry out legal responsibilities of Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(c) de-identify PHI and may Use and Disclose de-identified information for any purpose; and

(d) Use PHI to provide Data Aggregation services related to the healthcare operations of the Covered Entity consistent with the HIPAA Regulations, solely if requested in writing by Covered Entity.

IV. Agreements and Obligations of Covered Entity

(a) Covered Entity shall make its Notice of Privacy Practices available to Business Associate by publishing the Notice of Privacy Practices on Covered Entity's website.

(b) Covered Entity shall provide Business Associate with notice of any changes in, or revocation of, a patient's authorization to Use or Disclose PHI, if such action would, in Covered Entity's determination, affect Business Associate's permitted or required Uses or Disclosures of PHI.

(c) Covered Entity shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, other than as permitted hereunder.

(d) Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522 if such restriction would, in Covered Entity's determination, affect Business Associate's permitted or required Uses or Disclosures of PHI.

V. Additional Restriction on Uses and Disclosures

Business Associate may not Use or Disclose PHI if such use and disclosure would violate the Privacy Regulations if performed by Covered Entity, subject to the provisions of Section III of this Agreement.

VI. Term and Termination

(a) **Term.** The Term of this Agreement shall be effective as of the Effective Date and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

(b) **Termination for Cause.** Upon knowledge of either party of a material breach of the other party of the terms of this Agreement, the non-breaching party shall provide an opportunity for the breaching party to cure the breach or end the violation. If the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party, which time shall not be less than ten (10) days, then the non-breaching party shall have the right to terminate this Agreement. In the event the Covered Entity terminates this Agreement under this section VI(b), the Covered Entity shall have the right and ability to immediately terminate the Business Relationship and the Service Agreement without incurring any liability for damages or penalties as a result of terminating the Business Relationship and the Service Agreement notwithstanding any contrary provisions regarding termination of the Service Agreement which may be contained in the Service Agreement.

(c) **Effect of Termination.**

1. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(1) Retain only that PHI which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;

(2) Return to Covered Entity or, if agreed to by Covered Entity, destroy, the remaining PHI that the Business Associate still maintains in any form;

(3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

(4) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

VII. Miscellaneous

(a) **Regulatory References.** A reference in this Agreement to a section in the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.

(b) **Amendment.** This Agreement may be modified or amended only upon mutual written consent of the parties. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Regulations and any other applicable law.

(c) **Assignment.** Covered Entity may assign its rights and obligations under this Agreement without Business Associate's consent. Business Associate may not assign its rights and obligations under this Agreement without the prior written consent of Covered Entity, except that Business Associate may assign its rights and obligations under this Agreement, without the Covered Entity's prior written consent, to an affiliate or any successor entity of Business Associate.

(d) **Survival.** The respective rights and obligations of Business Associate under Section II(d), VI(c), VII(e), VII(f) and VII(h) of this Agreement shall survive the termination of this Agreement for any reason.

(e) **Interpretation.** This Agreement shall be considered an amendment to the Service Agreement. Any limitations of liability in the Service Agreement shall apply to this Agreement. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Regulations. A waiver by either party of a breach or failure to perform under this Agreement shall not constitute a waiver of any subsequent breach or failure. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. A copy of the Agreement bearing a signature transmitted via electronic means shall be deemed to be an original. In the event of any inconsistency between the terms of this Agreement and the terms of the Service Agreement, the terms of this Agreement shall prevail with respect to the subject matter hereof notwithstanding any contrary provision in the Service Agreement. The terms of this Agreement are not intended and shall not be construed to confer upon any person other than the parties hereto any rights, remedies, obligations or

(f) **Status of the Parties.** Covered Entity and Business Associate shall be independent contractors. Nothing in this Agreement and no action taken by either party, or its officers, employees or agents pursuant to this Agreement, shall be deemed to create any agency, partnership, joint venture, association or syndicate between the parties, nor shall any such action be deemed to confer upon either party any express or implied right or authority to assume, or create any obligation or responsibility on behalf of, or in the name of, the other party. The parties to this Agreement are independent entities, contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement. The parties acknowledge and agree that Business Associate (a) has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed by Business Associate under the Service Agreement, and (b) Business Associate is not an agent of Covered Entity and has no

EXHIBIT B

authority to represent Covered Entity as to any matters, except as expressly authorized in the Service Agreement.

(g) **Notices.** Any notices to be given hereunder shall be deemed effectively given when personally delivered or received via overnight courier, and addressed as follows:

If to Business Associate, see address below signature hereto.

If to Covered Entity, see address below signature hereto.

(h) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and supersedes any prior or contemporaneous agreement verbal or written agreements. Notwithstanding any provision in any agreement related to the Business Relationship indicating that it is the sole agreement governing the Business Relationship between the parties, the terms of this Agreement shall be effective and shall govern the Business Relationship between the parties with respect to the subject matter hereof.

(i) **Governing Law.** This Agreement shall be governed by California law notwithstanding any conflicts of law provisions to the contrary.

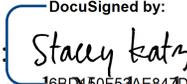
(j) **Scope.** This Agreement applies to all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which Covered Entity provides PHI to Business Associate in any form or medium whatsoever. This Agreement shall automatically be incorporated into all subsequent agreements between Covered Entity and Business Associate involving access to or Use or Disclosure of PHI, whether or not expressly referenced therein.

The parties have caused this Agreement to be duly executed in their respective names effective as of the Effective Date.

Covered Entity:

Business Associate: WestCoast Children’s Clinic

By: Roderick W. Franks
Its: Director

DocuSigned by:
Signature: 
Name: Pamela Neyland
Title: Chief Financial Officer

COVERED ENTITY'S ADDRESS FOR NOTICE:

Name: Roderick W. Franks
Title: Director
Address: 1000 S. Main St., Suite 301, Salinas, CA 93901
Phone: (831) 755-4430
E-mail: FranksRW@countyofmonterey.gov

BUSINESS ASSOCIATE'S ADDRESS FOR NOTICE:

Name: Pamela Neyland
Title: Chief Financial Officer
Physical Address:
3301 E. 12th Street, Oakland, CA 94601
Mailing Address:
P. O. Box 7026, Oakland, CA 94601
Phone: 510-698-3862
E-mail: pneyland@westcoastcc.org
Fax: 510-269-9031

BUSINESS ASSOCIATE SECOND CONTACT:

Name: Caroline Greig
Title: Project Director, Anti-Trafficking Initiatives
Physical Address:
3301 E. 12th Street, Oakland, CA 94601
Mailing Address:
P. O. Box 7026, Oakland, CA 94601
Phone: 510-542-1755
E-mail: cgreig@westcoastcc.org
Fax: 510-269-9031

Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement (“the Agreement”) to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or 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 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.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY’s behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

EXHIBIT C

- (a) CONTRACTOR agrees:
- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
 - (ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
 - (iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.
- (b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
- (i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
 - (A) the disclosure is required by law; or
 - (B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.
- (c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

EXHIBIT C

COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: WestCoast Children's Clinic

DocuSigned by:
By: Stacy Katz
6BD150F53AE847D...

Title: CEO - WestCoast Children's Clinic

Date: 6/5/2025 | 9:52 AM PDT



WESTCOAST CHILDREN'S CLINIC

Invoice

Date: 6/20/2024
Invoice: MCFCS07012024

From: WestCoast Children's Clinic
Accounts Receivable
PO Box 7026
Oakland, California 94061

To: Monterey County Family and Child Services
Attn: Patty Hernandez
1000 S Main St
Salinas, CA 93901

Due: Upon Receipt

Item Description	Quantity	Price	Amount
<p>Tier 2- \$5000 Government Agency</p> <p>CSE-IT Online annual subscription fee FY 22-23</p> <p>7/1/2024 to 6/30/2025</p> <p>Notes: Contract# CT3410FY25000000000205</p> <p>██████████</p> <p>██████████</p> <p>██████████</p>	Annual subscription	██████████	\$██████████

SAMPLE INVOICE

Mail payment to: WestCoast Children's Clinic
Accounts Receivable
PO Box 7026
Oakland, CA 94601

Subtotal: ██████████

Tax: ██████████

BALANCE DUE: ██████████

Notes:

I certify, under penalty of perjury under the laws of the State of California that no employee or entity providing services under the terms and conditions of this contract is currently listed as excluded on the federal System for Award Management (SAM), the Federal Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (LEIE), or the State of California Medi-Cal Suspended and Ineligible list. I also certify that the above deliverables and/or services were delivered and/or performed specifically for this contract in accordance with the terms and conditions set forth therein.

Submitted by: Lucy Ng, Accountant