



County of Solano Standard Contract

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBOBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Consultant named below:

ALTERNATIVE RESTORATIVE COMMUNITIES, LLC
CONSULTANT'S NAME

2. The Term of this Contract is: July 1, 2019- June 30, 2020

3. The maximum amount of this Contract is: \$80,000.00

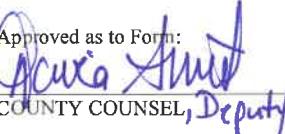
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on July 1, 2019.

CONSULTANT	COUNTY OF SOLANO	
JULIE HILT, ALTERNATIVE RESTORATIVE COMMUNITIES, LLC CONSULTANT'S NAME	 AUTHORIZED SIGNATURE	
 SIGNATURE	Birgitta E. Corsello, County Administrator	
JULIE HILT, CEO PRINTED NAME AND TITLE		
P.O. Box 331b ADDRESS		
FAIRFIELD CITY	CA STATE	94533 ZIP CODE
Approved as to Content: 		
DEPARTMENT HEAD OR DESIGNEE		
Approved as to Form:  COUNTY COUNSEL, Deputy		

Rev. 1/09/08

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

I. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

A. Description of Services

Hire a community-based case manager to provide case management, client engagement and barrier removal support to clients referred from the Centers for Positive Change.

This Community Based Case Manager is assigned to the Centers for Positive Change and works collaboratively with Probation Program staff to increase referred client engagement, develop relationships with a hard-to-serve population, enhance motivation to participate in programs by utilizing effective communication skills and a positive reward system, ensure that technical and social support barriers are removed, and work with clients on appropriate after-care services to ensure full reentry support for Probation clients as they transition off of supervision.

B. Position Responsibilities

1. Accept referrals for clients determined by the Probation liaison as needing increased services and support due to lack of motivation, significant barriers (such as housing and transportation) and in need of intensive services per each individual client's risk and need assessment.
2. Ensure clients are appropriately housed for participating in programming
3. Provide transportation support (either a financial resource or direct transport)
4. Communicate with clients utilizing Motivational Interviewing basic skills to ensure positive outcomes and focus on client identified change
5. Meet each client for regular case management sessions in a location convenient for the client. Number of sessions is dependent on need and not identified in advance of client interaction.
6. Assist clients who are transitioning from jail to the community by ensuring they are communicated with during incarceration and have a documented and agreed upon discharge plan. Provide transportation support to ensure clients are not released to the street without a plan.
7. If client is not yet referred to CPC for programming, coordinate with assigned supervision Probation officer to ensure the client is engaged in appropriate (risk/need matched) treatment or service programs.
8. Maintain clear case notes and documentation in Probation assigned system.

9. Provide mobile case management services including the ability to organize and maintain case load supplies and resources.
10. Develop initial case plans with client that focus on movement from no interest in programming to participation in programming.
11. Participate in multi-disciplinary team meetings with Center for Positive Change staff and other community partners.
12. Work closely with Probation's Programs team to learn evidence-based practices including Strategic Brief Case Management and Motivational Interviewing.
13. Maintain a working caseload of between 25 and 30 clients, split between North and South County.
14. Ability to work a flexible schedule that may include evenings and some weekends.
15. Coordinate with the Social Services Manager and the CPC Supervisor assigned to each location to ensure workload balance and supports needed to ensure clients are provided needed services.

C. Position Qualifications:

1. Education, training and experience that demonstrates preparedness to manage a case load of justice involved clients at high risk of continuation in the criminal justice system. Must be experienced in intensive case management, community-based coordination of service and knowledgeable about Solano county community support resources.
2. At least two years' experience in serving a highly marginalized population with myriad needs including substance use disorder, anti-social behavior and thinking, involvement in high risk neighborhoods, mental health conditions, and resistant to programming and support.
3. Ideal candidate will possess a bachelor's degree with a major in social work, criminology, or similar learning experience. Experience can substitute for education on a year for year basis.
4. Individuals with experience in the criminal justice system must have successfully been released from supervision at least five (5) years due to clearances required to access detention and supervision facilities.

D. Training and Knowledge

1. Ability to learn and apply Motivational Interviewing skills and other interpersonal engagement practices to increase likelihood of client's participation in treatment and rehabilitative services at the Centers for Positive Change.

2. Ability to facilitate Pre-treatment groups and activities that drive client engagement and prepare clients to participate in full services at the Centers for Positive Change.
3. Ability to learn standard case management practices and date collection systems.

E. Reporting Requirements

1. Progress reports are to be submitted to the assigned Probation Officer and Quarterly reports are to be submitted to Program Manager.
 - a. Data report includes, but not limited to:
 - Number of referrals
 - Accepted /placed into services / Reason for non-acceptance
 - Participant name
 - Additional data as requested by Probation Department
 - b. Individual client data report includes, but not limited to:
 - Departure type
 - Successful Completion
 - Unsuccessful
 - Partial
 - Record of meetings, including location
 - Engagement Results
 - c. Additional data as requested by Probation Department

II. OTHER REQUIREMENTS FOR SERVICE DELIVERY STAFF AND VOLUNTEERS:

A. Criminal Records Check

1. CONTRACTOR shall ensure all existing staff and prospective staff and volunteers performing services as part of, related to, or in connection with the Agreement whose duties do not require his/her presence at the herein referenced locations have a criminal record check and pay for any and all associated costs. The criminal record check shall be through one of the local law enforcement agencies and consist of a local law enforcement record check, a California Department of Motor Vehicle check, and a Live Scan submitted to the California Department of Justice (CDCO).

For existing staff and prospective staff and volunteers performing services as part of, related to, or in connection with this Agreement

whose duties require his/her physical presence at the herein references locations, COUNTY will conduct a criminal records check.

2. Prospective CONTRACTOR staff or volunteer may commence services only after the results or the live scan have been received and the person is deemed suitable for work by COUNTY.
3. Failure by CONTRACTOR to comply with the criminal records check requirements may result in withholding of payments until compliant.

B. Staff Professional Standards

1. Warrant that all employees and volunteers under this contract have background, training, work experience, licenses, registration with professional boards or waiver for doctoral level/unlicensed clinicians and supervision necessary for the performance of services in a manner of, and according to the standards observed by, a practitioner of the same profession, and in keeping with all Federal, State and County laws. CONTRACTOR shall provide a list of current Mentors employees and copies or permits, licenses, certifications, or other documents certifying staff training and qualifications upon demand from COUNTY.
2. Contractor and County shall meet to discuss the selection of the therapists or Counselors assigned to provide services. Contractor shall, upon the written request of Probation remove the Mentors when they fail to act in the best interest of the County in the provision of services under this Contract. In addition, persons employed by Contractor who fail to obtain security clearance may be denied admittance in the Juvenile Detention Facility and/or Probation offices. Staff hired to fill these positions will meet the employment policies and requirements of both agencies.

C. Terminations and Transfers

1. Notify County of any program related Mentor changes prior to separation of service or transfer, or immediately upon separation of service or transfer when circumstances dictate (e.g., resignation without notice, immediate dismissal or transfer warranted, etc.).

D. Drugs and Alcohol

1. CONTRACTOR shall not allow the use or possession of drugs, including alcohol, in the workplace or facility.

E. Incident Reporting

1. CONTRACTOR shall report to COUNTY, within 24 hours (excluding holidays and weekends), any notable incidents occurring while clients are receiving services under this contract pursuant to the following outline:

- a. Any physical confrontation between staff or volunteers and client, between clients, clients and non-staff, between staff and non-staff, and any threats of violence, including self-inflicted violence.
- b. Any law violation.
- c. Possession of any illegal drugs, paraphernalia, weapons, or other contraband.
- d. Failure or refusal to participate in program.
- e. Participant discharge or disqualified from program and reasons for said discharge or disqualification.

F. Confidentiality

1. CONTRACTOR agrees to maintain the confidentiality of client records and/or client information pursuant to : Title 42 United States Code (USC) Section 290 dd-2; title 42 Code of Federal Regulations (CFR), Part 2; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Sections 14100.2 and 5328; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56-56.37, 1798.80 – 1798.82, and 1798.85; and Penal (PC) Sections 11140, 11142, and 13303. Client records and/or information must comply with all appropriate State and Federal requirements. CONTRACTOR shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of these services or other uses as authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

G. Status Reports

1. CONTRACTOR shall, upon request, provide written status reports to COUNTY and delivered to such places and times as directed by COUNTY.

H. Aggregate Outcomes

1. CONTRACTOR must be mindful and work toward the following aggregate outcomes of the Probation Department's Reentry, Rehabilitation, Treatment, and CPC's programs and services which include: reducing or eliminating anti-social behavior and ideation, as well as reducing or eliminating criminal behavior.

I. Meetings

1. Participate in meetings held by COUNTY or COUNTY'S designees as related to Probation Programming and CPC services and (if applicable) cooperate in the data collection for CONTRACTOR'S particular component and will provide data as requested by the COUNTY Program Evaluator.

**III. COUNTY SHALL SUPPORT THE SERVICE DELIVERY MODEL AND BE
RESPONSIBLE FOR THE FOLLOWING:**

- A. Coordination of referrals and support in engaging clients.**
- B. Appoint a Program Liaison (Probation Staff) to provide program oversight, support, problem solving, and change approvals.**
- C. Regular communication with CONTRACTOR to monitor contract performance, address issues, and problem solve.**
- D. Providing office space, furniture computer and monitor, phone and office supplies in both South County and North County locations to allow for streamlined and balanced services between the Centers.**
- E. Provide job specific training in identified evidence-based practices and case management.**

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. COMPENSATION

County shall compensate Consultant for the scope of work and tasks set forth in Exhibit A in an amount not to exceed \$80,000.

2. METHOD OF PAYMENT

Contractor shall submit bi-weekly invoices in equal installments for services under this contract. The first invoice will be submitted as soon as the contracted staff for this project is hired to ensure timely payment to contracted staff by Contractor.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

3. CLOSING OUT

County will pay Consultant's final claim for payment providing Consultant has paid all financial obligations undertaken pursuant to this Contract. If Consultant has failed to pay all obligations outstanding, County will withhold from Consultant's final claim for payment the amount of such outstanding financial obligations owed by Consultant. Consultant is responsible for County's receipt of a final claim for payment 30 days after termination of this Contract.

4. TIME

Time is of the essence in all terms and conditions of this Contract.

5. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

6. TERMINATION

A. This Contract may be terminated by County or Consultant, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

B. County may terminate this Contract immediately upon notice of Consultant's malfeasance.

C. Following termination, County will reimburse Consultant for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Consultant is in default of the Contract.

7. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

8. WARRANTY

A. County relies upon Consultant's professional ability and training as a material inducement to enter into this Contract. Consultant warrants that Consultant will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Consultant's work shall not constitute a waiver or release of Consultant from professional responsibility.

B. Consultant further warrants that Consultant possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

9. INSURANCE

A. Without limiting Consultant's obligation to indemnify County, Consultant must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Consultant, Consultant's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Consultant must maintain limits no less than:

(1) General Liability: (Including operations, products and completed operations.)	\$1,000,000	per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(2) Automobile Liability:	\$1,000,000	per accident for bodily injury and property damage.
(3) Workers' Compensation:	As required by the State of California.	
(4) Employer's Liability:	\$1,000,000	per accident for bodily injury or disease.

D. If Consultant maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Consultant.

E. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Consultant must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- (1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Consultant; and with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Consultant's insurance policy, or as a separate owner's policy.

- (2) For any claims related to work performed under this Contract, Consultant's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers,

officials, agents, employees, or volunteers is excess of Consultant's insurance and shall not contribute to it.

(3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Consultant, except after 30 days prior written notice has been provided to County.

G. Waiver of Subrogation

(1) Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Consultant, its employees, agents and subcontractors.

H. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

I. Verification of Coverage

(1) Consultant must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

10. BEST EFFORTS

Consultant warrants that Consultant will at all time faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to County's reasonable satisfaction.

11. DEFAULT

A. If Consultant defaults in Consultant's performance, County shall promptly notify Consultant in writing. If Consultant fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and Consultant fails to commence to cure the default within 30 days after notification, then Consultant's failure shall terminate this Contract.

B. If Consultant fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Consultant to County.

C. If County serves Consultant with a notice of default and Consultant fails to cure the default, Consultant waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Consultant's default, County shall be entitled to recover from Consultant all damages allowed by law.

12. INDEMNIFICATION

A. Consultant will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Consultant's operations or from any persons directly or indirectly employed by, or acting as agent for, Consultant, excepting the sole negligence or willful misconduct of the County of

Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Consultant's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Consultant from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Consultant's operations regardless if any insurance is applicable or not.

13. INDEPENDENT CONTRACTOR

A. Consultant is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Consultant shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Consultant is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Consultant shall indemnify and hold County harmless from any liability which County may incur because of Consultant's failure to pay such obligations.

E. As an independent contractor, Consultant is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Consultant to change Consultant's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Consultant may provide services to others during the same period Consultant provides service to County under this Contract.

G. Any third persons employed by Consultant shall be under Consultant's exclusive direction, supervision and control. Consultant shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Consultant shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Consultant, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

14. RESPONSIBILITIES OF CONSULTANT

A. The parties understand and agree that Consultant possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Consultant pledges to perform the work skillfully and professionally. County's acceptance of Consultant's work does not constitute a release of Consultant from professional responsibility.

B. Consultant verifies that Consultant has reviewed the scope of work to be performed under this Contract and agrees that in Consultant's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Consultant shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial

transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

- (3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;
- (4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
- (5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

15. COMPLIANCE WITH LAW

A. Consultant shall comply with all federal, state and local laws and regulations applicable to Consultant's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Consultant warrants that all Consultant claims for payment or reimbursement by County will comply with the applicable Office of Management and Budget Circulars, particularly with respect to 2 CFR Part 225 and 2 CFR Part 230, as currently enacted or as may be amended throughout the term of this Contract.

16. CONFIDENTIALITY

A. Consultant shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Consultant shall not use client specific information for any purpose other than carrying out Consultant's obligations under this Contract.

C. Consultant shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Consultant shall not disclose any confidential information to anyone other than the State without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

17. CONFLICT OF INTEREST

A. Consultant warrants that Consultant and/or Consultant's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Consultant shall employ or retain no such person while rendering services under this Contract. Services rendered by Consultant's associates or employees shall not relieve Consultant from personal responsibility under this clause.

B. Consultant has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

18. DRUG FREE WORKPLACE

Consultant warrants that Consultant is knowledgeable of Government Code section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

19. HEALTH AND SAFETY STANDARDS

Consultant shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Consultant

must receive all health and safety information and training.

20. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Consultant warrants that Consultant is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

21. INSPECTION

Authorized representatives of County, the state and/or the federal government may inspect and/or audit Consultant's performance, place of business and/or records pertaining to this Contract.

22. NONDISCRIMINATION

A. In rendering services under this Contract, Consultant shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Consultant shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

23. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Consultant shall not subcontract any work under this Contract except for those subcontractors specifically named in Consultant's proposal nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of Subcontractors, Consultant shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Consultant of any monies due shall not constitute an assignment of the Contract.

24. UNFORESEEN CIRCUMSTANCES

Consultant is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Consultant's reasonable control, provided Consultant gives written notice to County of the cause of the delay within 10 days of the start of the delay.

25. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Consultant prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

26. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

27. NONRENEWAL

Consultant acknowledges that there is no guarantee that County will renew Consultant's services under a new contract following expiration or termination of this Contract. Consultant waives all rights to notice of non-renewal of Consultant's services.

28. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the County may, upon written Notice to the Consultant, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Contract is terminated for non-appropriation:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Consultant shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

29. CHANGES AND AMENDMENTS

A. County may request changes in Consultant's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Consultant's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

30. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

31. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Consultant warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection

of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

32. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

33. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

34. FAITH BASED ORGANIZATIONS

A. Consultant agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this resolution.

B. Consultant agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Consultant agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

35. PRICING

Should Consultant, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

36. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Consultant and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Consultant, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by

other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Consultant.

37. DISBARMENT OR SUSPENSION OF CONSULTANT

A. Consultant warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Consultant being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Consultant must immediately notify the County of any change in the status of the representations and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Consultant agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Consultant's payment.

38. EXECUTION IN COUNTERPARTS

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies shall be deemed to be original copies.

39. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Consultant shall solicit proposals for qualified local residents where possible.

40. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Consultant other than those contained.