County of Solano
Standard Contract

CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBOBJECT ACCOUNT:

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

   CAROL CRAMER BROOKS, DBA JUVENILE JUSTICE ASSOCIATES

   CONTRACTOR'S NAME

2. The Term of this Contract is:

   October 01, 2017 – September 30, 2018

3. The maximum amount of this Contract is:

   $100,500

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 October 1, 2017.

CONTRACTOR	COUNTY OF SOLANO
CAROL CRAMER BROOKS/CONSULTANT DBA JUVENILE JUSTICE ASSOCIATES CONTRACTOR'S NAME	
CC Brooks 8-31-17 SIGNATURE DATED	AUTHORIZED SIGNATURE DATED **BIRGITTA E. CORSELLO COUNTY ADMINISTRATOR** TITLE
Carol Cramer Brooks PRINTED NAME	**475 UNION AVENUE** ADDRESS
CONSULTANT TITLE	**FAIRFIELD CA 94533** CITY STATE ZIP CODE
4824 WHITNER DR ADDRESS	Approved as to Content: DEPARTMENT HEAD OR DESIGNEE 9/5/17 DATED
WILMINGTON NC 28409 CITY STATE ZIP CODE	Approved as to Form: COUNTY COUNSEL DATED

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

I. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

TASK #1: TRAINER DEVELOPMENT INITIATIVE

1. Provide phone consultation to current in-house training team (graduates of the Training for Trainers program completed in February 2017) as they continue to hone their trainer skills.
2. Provide written feedback on videotaped training presentations conducted by members of the current training team.
3. Mentor the Training Coordinator and the Program Development Supervisor as they work to advance the training function at the juvenile detention center.
4. Total compensation for phone consultations, lesson plan review, mentoring sessions, and videotape reviews shall be $81.00/hour and shall not exceed 16 hours each month.
5. Consultant #1 will deliver the *Lesson Plan Development (ITIP) Booster Training* consisting of a 2-day on-site training for continuing professional development for the members of the current training team.

TASK #2: CBT 2.0 TRAINING

1. Prepare for and deliver 3 separate sessions of *CBT 2.0 Training* for the staff of the juvenile detention center.
2. Preparation shall consist of the following:
    a. Identify second consultant to deliver training with this consultant.
    b. 2-day training preparation for both consultants to develop curriculum.
    c. Work with on-site designated point person to locate adequate training site.
    d. Provide Solano County with the electronic files of participant materials that need to be copied at least one month prior to the scheduled training date.
    e. Order necessary resource material needed to conduct the training.
    f. Make all necessary flight, lodging, and local transportation arrangements.
    g. Work with on-site designated point person to ensure that the right participants and adequate number of participants are prepared to attend the training.
    h. Create certificates of training completion.
3. Delivery of the training shall consist of the following:
    a. Consultants (2) arrival at the training site 90 minutes prior to the start of the training for set up.
    b. Deliver an eight (8) hour, 5 days on-site CBT 2.0 Training.
    c. Evening processing sessions to address daily concerns and curriculum modifications.

TASK #3: CBT BOOSTER TRAINING

1. With the assistance of the training team, Consultant will prepare for and deliver a 4-day CBT Booster Training based on the results of a CBT implementation needs assessment each quarter.
2. Preparation shall consist of the following:
    a. Development of CBT implementation accountability checklist.
    b. Quarterly review of results of CBT accountability checklist.
    c. Work with designated members of the training team to develop CBT Booster training using the ITIP format based on the results of the CBT accountability checklist.
3. Delivery of the training shall consist of the following:
    a. Co-deliver the CBT Booster training with members of the training team.
    b. Identify members of the staff who need additional training beyond the Booster training.

c. Provide one-on-one coaching with staff member(s) needing additional support and training.

TASK #4: TRAINER DEVELOPMENT INITIATIVE FOR PROBATION STAFF TRAINERS

1. Prepare for and deliver *Training for Trainers Program* to increase the number of qualified in-house trainers for the County.
2. Preparation shall consist of the following:
   a. Work with on-site designated point person to locate adequate training site.
   b. Consultant #1 shall provide all lead consultant services and work with consultant #2 as needed in the preparation process.
   c. Provide the County with the electronic files of participant materials that need to be copied at least one month prior to the scheduled training date.
   d. Order the necessary resource materials including the Facilitation At-A-Glance pocket resource and the LTM instrument.
   e. Ship all necessary trainer materials.
   f. Make all necessary flight, lodging, and local transportation arrangements.
   g. Work with on-site designated point person to ensure that the right participants and adequate number of participants are prepared to attend the training.
   h. Create certificates of training completion.
3. Delivery of the training shall consist of the following:
   a. Consultants (1 and 2) arrival at the training site 90 minutes prior to the start of the training for set-up.
   b. 4.5 days on-site for training.
   c. Evening processing sessions to address daily concerns and curriculum modifications.
4. Follow-up coaching to continue to prepare in-house trainers to deliver the material shall consist of the following:
   a. Phone consultation as needed.
   b. Additional coaching opportunities available under separate contract.

II. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

TASK #1: TRAINER DEVELOPMENT INITIATIVE

1. Provide consultant with training schedule including topics and trainers.
2. Video-tape members of the training team and send videos to the consultant for written feedback.
3. Work with consultant to schedule dates for professional development ITIP Booster training. Ensure maximum training team participation.
4. Inform consultant of ongoing training team/training developments and concerns.

TASK #2: CBT 2.0 TRAINING

1. Identify appropriate training site, preferably off-site.
2. Schedule staff into training, ensuring their availability for the entire 40 hours.
3. Prepare copies/materials for training including putting together participant's manuals, providing notebooks, markers, tape, LCD and/or projector or computer to facilitate the training.
4. Work with consultants to provide local logistics during the week of the training.

TASK #3: CBT BOOSTER TRAINING

1. With the assistance of the consultant, develop, administer, and analyze the CBT accountability checklist on a quarterly basis.
2. With the assistance of the consultant, assign appropriate training team members to develop CBT Booster trainings in the ITIP format based on the results of the CBT accountability checklist.
3. With the assistance of the consultant, assign members of the training team to co-train the CBT Booster trainings.

4. Provide one-on-one CBT coaching as required by staff members to effectively implement CBT programming.

TASK #4: TRAINER DEVELOPMENT INITIATIVE FOR PROBATION STAFF TRAINERS

1. Identify appropriate training site, preferably off-site.
2. Schedule staff into training, ensuring their availability for the entire 36 hours.
3. Prepare copies/materials for training including putting together participant's manuals, providing notebooks, markers, tape, LCD and/or projector or computer to facilitate the training.
4. Work with consultants to provide local logistics during the week of the training.

EXHIBIT B
PAYMENT PROVISIONS

1. TOTAL COMPENSATION

Maximum contract amount **shall be based on actual costs, not to exceed $100,500.** Compensation shall include payment for services rendered in accordance with Exhibit A, payable upon event completion plus reasonable actual and per diem travel expenses (e.g., airfare, lodging, car rental, and meals), and other actual expenses (e.g. training materials).

The payment rate includes, but is not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor. The Contractor is not guaranteed to be paid the maximum compensation during the term of this Contract, including any extension periods, as the County will only reimburse Contractor for travel and other expenses based on actual costs not budgeted amounts.

2. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor upon event completion in arrears for fees, travel, and other expenses incurred, up to the maximum amount provide for in section 1 above. Invoice shall contain the minimum information reflected in the sample invoice for claims in Attachment B-2 and contractor shall submit invoice within 30 days of training completion and with terms of Net 30 to ensure timely payment and that County expenditures are recorded in the proper period. Contractor shall provide County with adequate documentation to support invoice, including but not limited to, training completion letter signed by the Probation Department's training coordinator or designee.

3. PROJECT BUDGET

Contractor's budget for the training has been accepted by the County. The budget is incorporated by this reference as Attachment B-1.

Training and Technical Assistance Budget Schedule

TASK#	TASK TITLE	DESCRIPTION	CONSULTANT DAILY/HOURLY RATE/TRAVEL COSTS	ADMINISTRATIVE COST	MAXIMUM NUMBER OF DAYS/HOURS NEEDED	TOTAL COST
Task #1	a) Trainer Development Initiative – Existing Training Team - Consultation - 2 days (16 hrs)/month. b) (ITIP)Booster Training - 2 days on-site.	a) Lesson plan development, phone consultation with training team members, reviewing and providing feedback on videotaped training presentations, b) Booster Training for training team	$81	0.1	208	$18,590
Task #1	(ITIP) Booster Training	Travel & Participant Materials*	$1,658	0.1	1	$1,824
Task #2	CBT 2.0 Training -	Consultant #1 and #2 - (40 hour on-site training and 2 days preparation) - will need to deliver this training 3 times to accommodate the schedules of all staff	$650	0.1	42	$30,030
Task #2	CBT 2.0 Training	Travel & Participant Materials:	$4,004	0.1	3	$13,213
		Air fare (2 consultants) $1,800				
		Lodging (6 nights - 2 consultants) $1,092				
		Meals $612				
		Materials (20 participants @ $25) $500				
Task #3	CBT Booster Trainings. *CBT 4-day Training and technical assistance, TA provider to meet with staff quarterly to assist with the implementation of CBT program and to help existing training team provide Booster training. This would require 4 trips to Solano County.*	Consultant	$650	0.1	16	$11,440
Task #3	CBT Booster Trainings.	Travel & Participant Materials*	$1,610	0.1	4	$7,084
Task #4	T4T Program. *(4.5 days of training) for Probation Staff*	Consultant	$650	0.1	12	$8,580
Task #4	T4T Program.	Travel & Participant Materials*	$4,427	0.1	2	$9,739
		Air fare (2 consultants) $1,800				
		Lodging (5 nights - 2 consultants) $910				
		Meals 5 days (2 trainers) $510				
		Training Materials $1,207				
					TOTAL COST	$100,500

* JJA Administrative Cost = 10%
** Travel costs based on 2017 Federal per diem rates for Solano County

Company Logo	**INVOICE**

Contracted Services to Solano County, rendered on XXXXX

BILL TO:	REMIT PAYMENT TO:
Solano County Probation **Attn: Dean Farrah/Superintendent** **740 Beck Avenue** **Fairfield, CA 94533**	

Contract No.	Invoice Date	Invoice No.	Terms	Due Date
			Net 30	

Description	Amount
Training	$
Training Materials	$
Travel Expense	$
Phone Consultation/Mentor Coaching	$
Administrative Fee	$

Comments:

Attachment:		
☐ Detailed Schedule of Costs	**BALANCE DUE**	**$**

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

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

3. 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.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other.

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

C. Following termination, County will reimburse Contractor 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 Contractor is in default of this Contract.

5. 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.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor 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 Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

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

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor 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 Contractor, Contractor'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
Contractor 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, or the full per occurrence limits of the policy, whichever is greater. 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. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

(1)	Cyber Liability:	**$1,000,000**	per incident with the aggregate limit twice the required limit.
(2)	Professional Liability:	**$1,000,000**	combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.

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

F. 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) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. 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 included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor 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 both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor 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 Contractor, its employees, agents and subcontractors.

I. 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.

J. Verification of Coverage

(1) Contractor 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 described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

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

B. If Contractor 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 Contractor to County.

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

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

10. INDEMNIFICATION

A. Contractor 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 Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, 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 Contractor's services, as well as during the progress of rendering such services.

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

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is 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. Contractor 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. Contractor 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. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor 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 Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

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

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor 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, Contractor 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. Contractor, 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.

12. RESPONSIBILITIES OF CONTRACTOR

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

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under

this Contract and agrees that in Contractor'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, Contractor 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.

13. COMPLIANCE WITH LAW

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

B. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 CFR 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

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

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

C. Contractor 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, Contractor shall not disclose any confidential information to anyone other than the State of California 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.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor'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. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor 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.

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

Contractor 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, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor 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.

19. INSPECTION

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

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor 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, Contractor 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.

21. SUBCONTRACTOR AND ASSIGNMENT

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

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the

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 Contractor, terminate this Contract in whole or in part.

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

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 Contractor 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 parts 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.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor'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.

28. 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.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents 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.

30. 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 of its provisions.

31. 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.

32. FAITH BASED ORGANIZATIONS

A. Contractor 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 Contract.

B. Contractor 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. Contractor 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.

33. PRICING

Should Contractor, 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.

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

Contractor 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 its own contract with Contractor, as well as providing for its 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 public agency any documentation relating this Contract or its implementation. Any public 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 public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents 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 or previously 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 Contractor 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 Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor 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 Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. 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, Contractor shall solicit proposals for qualified local residents where possible.

38. 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 Contractor other than those contained in it.