



## County of Solano Standard Contract

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

BUDGET ACCOUNT:  
**6682/6701/6702/6675**

SUBJECT ACCOUNT:  
**2245**

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

**THOMAS F. WHITE**

CONTRACTOR'S NAME

2. The Term of this Contract is:

**April 1, 2018 – June 30, 2019**

3. The maximum amount of this Contract is:

**\$96,000**

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:

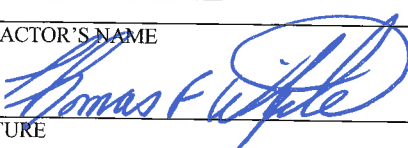
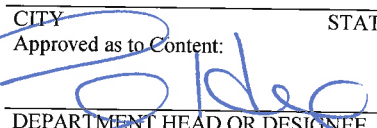
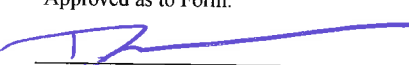
Exhibit A – Scope of Work

Exhibit B – Payment Provisions

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

The parties have executed this Contract as of the first day of April 2018.

CONTRACTOR	COUNTY OF SOLANO
<b>THOMAS F. WHITE</b>	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE _____ DATED _____
 <b>3/15/18</b>	<b>COUNTY ADMINISTRATOR</b>
SIGNATURE	TITLE
<b>THOMAS F. WHITE</b>	<b>475 UNION AVENUE</b>
PRINTED NAME	ADDRESS
<b>PRINCIPAL</b>	<b>FAIRFIELD CA 94533</b>
TITLE	CITY STATE ZIP CODE
<b>25188 MARION AVENUE, BLDG F105</b>	Approved as to Content:  <b>3/6/18</b>
ADDRESS	DEPARTMENT HEAD OR DESIGNEE _____ DATED _____
<b>PUNTA GORDA FL 33950</b>	Approved as to Form:  <b>4/18/18</b>
CITY STATE ZIP CODE	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:**

**A. Juvenile Probation**

1. Develop and implement the following policies: P-200 Client Case Classification and Supervision; P-201 Staff Supervision and Recidivism Reduction; P-202 Risk/Needs Assessments; P-203 Pre-Dispositional Report; P-205 Graduated Responses; P-206 Client Incentives; and P-208 Imminent Risk Cases. Complete any revisions as required.
2. Develop an evidence-based juvenile client treatment services continuum (similar to the Adult Centers for Positive Change) to include the specific treatment program models, the method of delivery, and projected costs for implementation and ongoing operations.
3. Assist in the development of Requests for Proposal for contracted services for youth and families.
4. Coordinate, with outside vendors, training for staff conducting any staff run treatment programs to include contracts, coaching and refresher training.
5. Develop a quality assurance and staff coaching plan to maximize treatment program fidelity and integrity.
6. Assist in developing a process for collecting, reporting, and analyzing the intermediate and outcome measures for the treatment programs provided to youth and families.

**B. Adult Services**

1. Conduct a review of the implementation of P-100 Client Case Classification and Supervision, and make policy changes to advance the goal of recidivism reduction.
2. Assist in developing a client incentives policy (rewards matrix) to include staff training.
3. Assist in the review of the Centers for Positive Change program model and implementation, and make improvement recommendations as needed.

C. General

1. Provide information and assistance to the Department Management team on operational issues to include programs, services, data collection, and staff training.

**II. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:**

1. Provide Contractor with and/or access to relevant existing data necessary to fulfill his responsibilities.
2. Provide Contractor with appropriate parking passes and parking garage instructions.
3. Provide Contractor with adequate facilities and any necessary equipment for him to fulfill his responsibilities (e.g., conference room, projector, laptop plug-ins, flipchart stands/paper, whiteboards, etc.).

**EXHIBIT B**  
**PAYMENT PROVISIONS**

**1. TOTAL COMPENSATION**

Maximum compensation for consultant services **shall not exceed \$96,000**. Compensation shall include payment for services rendered in accordance with Exhibit A, payable in arrears for fees incurred. The following rate shall be in effect:

Daily rate	\$1,600.00 onsite consultation
	\$800.00 offsite consultation

The payment rate above shall constitute the entire compensation due the Contractor for services rendered and all of Contractor's obligations in performance of this Contract regardless of the difficulty, materials, or equipment required. 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 makes no specific guarantee of a minimum or maximum number of days that shall be required.

**2. METHOD OF PAYMENT**

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor in arrears for fees incurred the prior month, or upon demonstrated completion of deliverables, as applicable, up to the maximum amount provided for in section 1 above. Contractor shall provide County with adequate documentation to support invoice, including but not limited to, a detailed schedule of days specifying services rendered, date of service, and the number of days. Contractor's failure to provide a detailed schedule of days with invoice may result in payment being withheld until the schedule is received.

**3. PROJECT BUDGET**

Contractor's budget for services has been accepted by the County. The budget is incorporated by this reference as Attachment B-2.

<div style="font-size: 24px; color: blue; font-weight: bold;">Company Logo</div>		<div style="font-size: 24px; font-weight: bold;">INVOICE</div>		
Contracted services to Solano County Probation Department rendered for <b>April 2018</b>				
BILL TO: <b>Solano County Probation          Attn: Christopher Hansen          475 Union Avenue          Fairfield, CA 94533</b>		REMIT PAYMENT TO: <b>Tom White</b>		
Contract No.	Invoice Date	Invoice No.	Terms	Due Date
			<b>Net 30</b>	
Description		Number of Days	Daily Rate	Amount
Consultant Services				\$ <span style="color: blue;">X,XXX</span>
Travel Expense				
Lodging				\$ <span style="color: blue;">XXX</span>
Meals/Incidentals				\$ <span style="color: blue;">XXX</span>
Airfare/Car Rental				\$ <span style="color: blue;">X,XXX</span>
Other Expense Typing/Postage				\$ <span style="color: blue;">X,XXX</span>
Comments: <div style="height: 80px; border: 1px solid black; margin-top: 5px;"></div>				
Attachment: <input type="checkbox"/> Detailed Schedule of Days		<b>BALANCE DUE</b>	<b>\$</b>	<span style="color: blue;">X,XXX</span>

## Consultant Fees and Expenses

### **BUDGET:**

#### **Estimated Consultant Days:**

Total Consultant Days:

- 48 Onsite Consultation days x \$1,600 per day = \$76,800
- 24 Offsite Consultation days x \$800 per day = \$19,200

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. CLOSING OUT**

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

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 the 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. WARRANTY**

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants 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 warrants that Contractor 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.



**7. INSURANCE**

Without limiting Contractor's obligation to indemnify County, Contractor shall maintain the following insurance during the term of this Contract:

Automobile liability insurance covering bodily injury and property damage for all activities of Contractor arising out of or in connection with the performance of the work under this Contract, including coverage for leased and non-owned vehicles, in an amount no less than one hundred thousand dollars (\$100,000) per person or three hundred thousand dollars (\$300,000) per occurrence for personal injury/uninsured motorist, with property damage of one hundred thousand dollars (\$100,000) or three hundred thousand dollars (\$300,000) combined single limit per occurrence.

**8. BEST EFFORTS**

Contractor warrants that Contractor will at all time faithfully, industriously and to the best of his/her/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, unless otherwise specified in Exhibit D, 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 a claim 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 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. 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.

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 warrants that it will comply with the appropriate cost principles and administrative requirements including claims for payment or reimbursement by County as outlined in the Applicable Cost Principles and Administrative Requirements table below, as currently enacted or as may be amended throughout the term of this Contract.

Applicable Cost Principles and Administrative Requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
<b>CFR (Code of Federal Regulations)</b>		
<b>OMB (Office of Management and Budget)</b>		
<b>Related URLs:</b>		
• Various OMB Circular:	<a href="http://www.whitehouse.gov/omb/grants_circulars">http://www.whitehouse.gov/omb/grants_circulars</a>	
• Code of Federal Regulations:	<a href="http://www.gpoaccess.gov/CFR">http://www.gpoaccess.gov/CFR</a>	

**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 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 warrants 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 warrants 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.

**18. CHILD/ADULT ABUSE**

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor warrants 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 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 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, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.
- D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

**22. UNFORESEEN CIRCUMSTANCES**

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

**23. 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 Contractor 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.

**24. 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.

**25. NONRENEWAL**

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

**26. 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 Contractor, 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:
  - (1) 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



(2) 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 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.

## **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 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.

## **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 provision of this Contract.

## **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 resolution.

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 their own contract with Contractor, 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 Contractor.

**35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

A. Contractor 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 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 representations 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 Agreement 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 transmission or 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 ".pdf" 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.



**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**1. EXCHANGE OF INFORMATION**

County and Contractor shall establish mutually satisfactory methods for the exchange of information as may be necessary in order that Contractor may perform Contractor's duties, including the exchange of information with any third-party agencies, service providers, or clients. Moreover, County and Contractor shall establish appropriate procedures to ensure that all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.

**2. LOCATION**

County shall host all in person trainings within the scope of services enumerated in Exhibit A at locations to be determined.

**3. INGRESS AND EGRESS**

Contractor shall enter and exit the Probation Department office through the front lobby door and may be required to pass through the County's walk-through metal detectors.

**4. CLEARANCE REQUIREMENTS**

Upon requesting entrance into the County facility or anytime they are within the security perimeter of the facility, Contractor will be subject to search of their person and/or their personal belongings. While inside the facility, Contractor must wear an authorized identification badge that includes a photo in a visible manner. Items prohibited from being brought into the facility include, but are not limited to, weapons, alcoholic beverages, or drugs.

**5. EMERGENCY AUTHORITY**

In an emergency situation at the County facility, Contractor on the premises will report to County staff for direction and follow instructions until at which time they are allowed to exit the facility grounds.

**6. CONTRACT MONITORING**

The County Chief Probation Officer and Contractor shall communicate periodically to review services provided in relation to scope of Contract including status of County goals and objectives, review of deliverables, and resolve any operational issues.

**7. ADDITIONAL PROJECTS**

In the event Contractor is asked to perform an additional project, Contractor shall submit a proposal to include scope of work and a project budget, and such proposal shall be incorporated into Exhibits A and B of this Contract through a written amendment.

**8. CONTRACT EXTENSION**

Notwithstanding section 2 of the Contract, and unless terminated by either party prior to June 30, 2019, in the event Contractor is unable to meet deliverables enumerated in Exhibit A under Contractor's responsibilities this Contract shall be automatically extended through December 31, 2019 to allow sufficient time for Contractor to complete services.