

**CONTRACT FOR SPECIAL SERVICES
CHILDREN AND FAMILIES COMMISSION OF SAN LUIS OBISPO COUNTY**

This Contract (hereafter referred to as "Contract") for special services is entered into by and between the County of San Luis Obispo (hereafter referred to as "County"), a public entity and legal subdivision of the State of California, and Children and Families Commission, a political subdivision of the State of California, pursuant to Health and Safety Code section 130140.1, (hereafter referred to as "Contractor") for the benefit of the Help Me Grow Program™ ("HMG.")

WHEREAS, the County has a need for services, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Contractor is specially trained, experienced, expert, and competent to perform such services; and

WHEREAS, the County has not previously used County Civil Service or other Contract employees to provide the services herein described; and

WHEREAS, Contractor and the County of San Luis Obispo enter into this Contract defining the relationships and responsibilities of the parties to this Contract.

NOW THEREFORE, in consideration for the promises, obligations, and covenants contained herein, the parties agree as follows:

1. **Scope of Services.** Contractor agrees to provide the Scope of Services set out in Exhibit A attached hereto and made a part thereof by this reference.
2. **Compensation and Billing for Services.** Contractor shall be compensated by County for performing said services in accordance with Exhibit B, attached hereto, and incorporated herein by reference.
3. **Term of Contract.** The effective date and duration of this Contract shall be as specified in Exhibit C, attached hereto and incorporated herein by reference.
4. **General Conditions.** Contractor and County shall comply with all applicable provisions of the General Conditions, attached hereto as Exhibit D and incorporated herein by reference.
5. **Special Conditions.** Contractor and County shall comply with all applicable provisions of the Special Conditions attached hereto as Exhibit E and incorporated herein by reference. In the event of conflicts between the provisions of the General Conditions and the Special Conditions, the provisions of the Special Conditions shall be controlling.

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IN WITNESS WHEREOF County and Contractor have executed this Contract on the day and year hereinabove set forth.

CONTRACTOR:

Children and Families Commission of San Luis Obispo County
A political subdivision of the State of California

Tax ID: Held in Confidential File

By: _____ Date: _____

Printed Name: Bruce Gibson Title: Commission Chair

By: _____ Date: _____

Printed Name: Wendy Wendt Title: Executive Director

COUNTY OF SAN LUIS OBISPO:

A Public Entity in the State of California

By: _____ Date _____
Purchasing Agent

Approved as to form and legal effect:

RITA L. NEAL
COUNTY COUNSEL

By: _____ Date _____
Deputy County Counsel

NATALIE FRYE-LAACKE
First 5 San Luis Obispo County Legal Counsel

By: _____ Date _____
First 5 Counsel

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EXHIBIT A – INDEPENDENT CONTRACTOR
SCOPE OF SERVICES

1. Scope of Services.

- a. The Help Me Grow system builds on existing resources to ensure communities identify vulnerable children and link families to community-based programs and services through the implementation of four Core Components:
 - i. Child Health Care Provider Outreach, providing office-based training to support early detection and intervention, and use of the HMG call center.
 - ii. Family and Community Outreach, promotes HMG, facilitates provider networking, and bolsters children’s healthy development through families.
 - iii. A Centralized Access Point serves as the hub to link children and their families to community-based services and supports, while providing seamless care coordination.
 - iv. Ongoing Data Collection and Analysis helps identify gaps in and barriers to the system, and continuous quality improvement processes refine all aspects of the system.
- b. The HMG National Center provides technical assistance to a National Network of affiliates to support implementation of the model and diffuse innovative system enhancements.
- c. The Children and Families Commission of San Luis Obispo shall provide the following:
 - i. Establish a sustainable HMG system of care in San Luis Obispo County by using models from National Office and others in the state that have already launched a HMG system, aimed at implementing universal developmental screening for children during the ages of birth to three years old.
 - ii. Issue a Request for Proposal (“RFP”) to agencies to subcontract for the development, implementation and operation a centralized access point for referral of young children in need of further evaluation or ongoing intervention or treatment.
 - iii. Use Public Health funding up to \$20,000 to pay for the selected agency's database acquisition, design and set-up portion of the HMG system.
 - iv. The targeted duration will be a 1-2 year launch.
 - 1) First 5 Commission has authorized release of an RFP for 5-yr funding with a match.
 - 2) San Luis Obispo’s Department of Social Services is contributing up to \$25,000 along with Public Health’s contribution of \$20,000.
 - v. Will advocate, support (forms, trainings, etc.) pediatricians and early child education providers perform routine developmental screenings.
 - vi. Will provide a narrative report submitted to County to assure funds spent as allocated.

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**EXHIBIT B – INDEPENDENT CONTRACTOR
COMPENSATION AND BILLING FOR SERVICES**

1. Compensation.

- a. Payments for Contractor, pursuant to this Contract, shall be made up to and not to exceed the amount of twenty thousand dollars (\$20,000) for the cost of both software and hardware for the system used for the centralized access point for fiscal year 2019-2020 which includes compensation for pre-authorized travel related to the performance of Contractor's duties.

2. Billing.

- a. Contractor shall submit evidence of payment for expenses incurred for the HMG centralized access point, which will include purchases made by the selected agency through an RFP.
- b. Contractor shall submit an itemized invoice no later than the fifteenth (15th) day of each month for all services performed during the previous calendar month. The County shall pay all undisputed items per the approved budget within thirty (30) days of the receipt of each invoice. Services for the month of June must be invoiced no later than the first week of July in order to meet fiscal year closing deadlines. In the event of the termination of this Contract, the last invoice shall be submitted no later than the month following the date of termination. If the County does not receive a billing on or before the deadline date, Contractor waives any claims that were not timely submitted. If the County disputes any billing item, County shall withhold the disputed amount until the dispute is finally resolved. The monthly billing shall follow the format determined by the County and shall include documentation specific to Contractor's Scope of Services.
- c. Contractor shall not bill any person or entity other than the County for any professional services performed pursuant to this Contract. All billings and collections for such services will be the sole responsibility of the County. All funds collected with respect to services provided within the purview of the Contract shall be exclusive property of County and sole compensation to Contractor shall be as hereinabove provided.

3. Use of Funds.

- a. Contractor shall not claim reimbursement from the County or apply sums received from County to any portion of Contractor's obligations that have been paid or funded from another source.

4. Budget Modifications.

- a. Contractor agrees to adhere to this budget. Subject to prior review and approval of the San Luis Obispo County Health Agency (the "Health Agency,") service line item shifts of up to fifteen percent (15%) of the annual Contract total may be allowed, so long as the annual Contract total neither increases nor decreases. Requests for such budget adjustments shall be requested in advance, in writing, with a showing of good cause that advances the overall purpose of the Contract. The Health Agency Director or designee shall, in advance and in writing approve and execute budget adjustments before Contractor may render any services pursuant to said budget adjustment. Services

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rendered pursuant to any budget adjustment that has not first been requested in writing, and approved by the Director or designee in writing, shall not be payable under this Contract or any later Contract amendment. Line item shifts meeting criterion shall not require a formal Contract amendment. Line item shifts not meeting this criterion shall require a formal Contract amendment. A line item transfer shall only be permitted between service line items consistent with federal, state and local funding and service limitations.

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**EXHIBIT C – INDEPENDENT CONTRACTOR
TERM OF CONTRACT**

1. Effective Date.

- a. The effective date of this Contract is July 1, 2019. The County of San Luis Obispo shall be the last to sign this Contract and any amendments thereto. All obligations imposed on both parties shall be binding on both parties commencing on the effective date and shall remain in effect until satisfied by performance.

2. Term.

- a. Unless terminated earlier or renewed pursuant to the provisions of this Contract, the term of this Contract shall be from the effective date stated above until June 30, 2020.

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**EXHIBIT D – INDEPENDENT CONTRACTOR
GENERAL CONDITIONS**

1. Independent Contractor.

- a. Contractor shall be deemed to be an independent contractor of County. Nothing in this Contract shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this Contract authorizes or permits the County to exercise direction or control over the professional manner in which Contractor provides services. Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.

2. No Eligibility for Fringe Benefits.

- a. Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

3. Warranty of Contractor for Provision of Services.

- a. Contractor shall obtain and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in the Contract. Contractor shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the Business and Professions Code, and all other laws applicable to the type(s) of services rendered under this Contract. Contractor agrees that it shall immediately notify County in writing of any termination, suspension, reduction, or restriction of any requisite license, accreditation, or certification held by Contractor and/or its employees. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, shall at all times, to the extent required by law, be properly certified and licensed throughout the entire duration of this Contract under the local, state and federal laws and regulations applicable to the provision of services herein.

4. Warranty of Contractor – Compliance with all Laws.

- a. The Contractor warrants that Contractor shall keep informed of, observe, and comply with, and cause all of its agents and personnel to observe and comply with all federal, state, and local laws and rules and regulations made pursuant to such laws, which in any way affect the conduct of work under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the Contractor shall immediately notify the County in writing.

5. Power and Authority of Contractor.

- a. If the Contractor is a limited liability entity, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California limited liability entity in good standing under the laws of the state of California or a duly organized, validly existing foreign limited liability entity in good standing in the state of incorporation, organization, or formation and authorized to transact business in the state of California.

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- 6. Non-Assignment of Contract.**
- a. Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor shall not delegate, assign, or otherwise transfer in whole or in part its rights or obligations under this Contract without prior written consent of County. Any such assignment, transfer, or delegation without the County's prior written consent shall be null and void.
- 7. Entire Contract and Modifications.**
- a. This Contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.
- 8. Governing Law and Venue.**
- a. This Contract shall be governed by, and construed in accordance with, the laws of the state of California, without regard to its conflict of laws provisions. All parties' rights and obligations created hereunder shall be performed in the County of San Luis Obispo, state of California and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this Contract.
- 9. Waiver.**
- a. No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought, and then, only to the extent expressly specified therein.
- 10. Severability.**
- a. The Contractor agrees that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Contract so as to effectuate the original intent of the parties as closely as possible.
- 11. Nondiscrimination.**
- a. Contractor agrees that it will abide by all federal and state labor and employment laws and regulations prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, gender, gender identity, gender expression, disability, national origin, or other legally protected criteria.

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12. Notices.

- a. All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the parties at the following addresses, or sent by electronic transmission to the following facsimile numbers:

Michael Hill, Health Agency Director
Health Agency
County of San Luis Obispo
2180 Johnson Avenue
Health Campus, 2nd Floor
San Luis Obispo, CA 93401
Fax: (805) 781-1273

- b. And to Contractor at:

Children and Families Commission (First 5)
3220 South Higuera Street, Suite 232
San Luis Obispo, CA 93401-6985
805-781-4058

- c. Any such notice shall be deemed to have been received if:

- i. In the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery;
- ii. In the case of nationally recognized overnight courier, on the next business day after the date sent;
- iii. In the case of mailing, on the third business day following posting.

13. Inspection Rights/Records Retention and Access.

- a. The Contractor shall allow the County to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract and to inspect, evaluate and audit any and all books, records and facilities maintained by Contractor and subcontractors, pertaining to such service at any time during normal business hours. Books and records include, without limitation, all physical records originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records and books of account. Upon request, at any time during the period of this Contract, and for a period of five years thereafter, the Contractor shall furnish any such record, or copy thereof, to County.

14. Headings.

- a. The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

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15. Signatory Authority.

- a. Contractor warrants that it has full power and authority to enter into and perform this Contract, and the person signing this Contract warrants that he or she has been properly authorized and empowered to enter into this Contract.

16. Indemnification.

- a. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the Contract except such loss or damage which was caused by sole negligence or willful misconduct of the County.

17. Insurance.

- a. Contractor shall 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 hereunder by the Contractor, its agents, representatives, or employees. If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

- b. Minimum Scope and Limit of Insurance. Coverage should be at least as broad as:

- i. **Commercial General Liability (CGL)**

Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ii. **Automobile Liability**

ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage. Automobile Liability Coverage should be required when the Contractor is coming onto our property for work and when contractor is travelling/driving during its work under this Contract (i.e. if driving from one facility to another facility, transporting something/someone as part of its work under the contract, etc.)

- iii. **Workers' Compensation**

Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the

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Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

iv. Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

- c. **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
- d. **Primary Coverage:** For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- e. **Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.
- f. **Failure to Maintain Insurance:** Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.
- g. **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- h. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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- 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 the County.
- j. Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
 - ii. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Contract of work
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.
- k. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- l. Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
 - i. Certificates and copies of any required endorsements shall be sent to:

County of San Luis Obispo
Public Health Department Administration
2180 Johnson Ave
San Luis Obispo, CA 93401
Attention: Annette Martin, Administrative Services Officer II
- m. Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.
- n. Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

18. Nonappropriation of Funds.

- a. In the event that the term of this Contract extends into fiscal years subsequent to that in which it was approved, continuation of the Contract is contingent on the appropriation of funds by the San Luis Obispo County Board of Supervisors or, if applicable, the provision of state or federal funding source. If County notifies Contractor in writing that the funds for this Contract have not been appropriated or provided, this Contract will terminate. In such an event, the County shall have no further liability to pay any funds

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to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provision of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either cancel this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount.

19. Force Majeure.

- a. Neither the County nor the Contractor shall be deemed in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, federal, state or other governmental bodies; any laws or regulations of such municipal, federal, state or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall, as soon as reasonably possible, give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.

20. Fiscal Records.

- a. Contractor shall maintain accurate fiscal records pertaining to services performed under this Contract. Such fiscal records shall be open for inspection to County Auditors at any reasonable time and will reflect cost accounting that conforms to generally accepted accounting procedures. Contractor shall maintain such records and accounts for a minimum of five years, or in the case of an audit, until audit findings are resolved, whichever is later.

21. Fiscal Controls.

- a. Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the County of San Luis Obispo Auditor-Controller Contract Accounting Handbook, (“Handbook”) which contains the minimum required procedures and controls that must be employed by Contractor’s accounting and financial reporting system, and which is incorporated herein by reference. The Handbook may be modified from time to time and Contractor shall comply with modifications from and after the date modified. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this Contract, unless otherwise agreed upon in writing by County.
 - i. The Handbook is available at <http://www.slocounty.ca.gov/AC/>, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo CA, 93408.
 - ii. The Office of Management and Budget (“OMB”) circulars are available at <http://www.whitehouse.gov/omb/circulars>.

23. County Audit.

- a. County may audit Contractor’s fiscal records under this Contract at any time with fourteen (14) days advance written notice. County audits shall be conducted in accordance with generally accepted audit standards, which includes without limitation,

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verification that services billed by the Contractor were actually provided to County. Contractor shall provide County with on-site access to all reasonable documents, records and other supporting information for billing and services under this Contract.

24. State Audit.

- a. Pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit of the State auditor for a period of three years after final payment under the contract. Contractor shall permit the State Auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit.

25. Nondisclosure.

- a. All reports, information, documents, or any other materials prepared by Contractor under this Contract are the property of the County unless otherwise provided herein. Contractor shall not disclose such reports, information, documents and other materials without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the information requested. County shall make the sole decision about whether and how to release information according to law. This section shall survive termination of this Contract.

26. Conflict of Interest.

- a. Contractor acknowledges that Contractor is aware of and understands the provisions of Government Code sections 1090, et seq., and 87100, et seq., which relate to conflicts of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code sections 1090 and 87100, et seq. during the term of this Contract.

27. Immigration Reform and Control Act.

- a. Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.

28. Third Party Beneficiaries.

- a. It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement, shall be strictly reserved to County and Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person.

29. Tax Information Reporting.

- a. Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.

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**EXHIBIT E – INDEPENDENT CONTRACTOR
SPECIAL CONDITIONS**

1. Termination for Convenience.

- a. Either party may terminate this Contract at any time by providing the other party written notice of termination for convenience (“Notice of Termination for Convenience”). The Notice of Termination for Convenience shall specify the date upon which such termination will become effective, which shall be at least 30 calendar days after the date of the Notice of Termination for Convenience. Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the specified date for termination set forth in the Notice of Termination for Convenience.
- b. Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services, which were provided prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination.
- c. After receiving a Notice of Termination for Convenience, Contractor shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts.
- d. In the event of termination for convenience, all Contractor’s obligations to provide services shall automatically terminate on the effective date of termination. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this Contract.
- e. Neither this section nor section 2 of this Exhibit apply to a decision by either party not to exercise an option to renew this Contract.

2. Termination for Cause.

- a. If the County determines that there has been a material breach of this Contract by Contractor that poses a threat to health and safety, the County may immediately terminate the Contract. In addition, if any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Contractor:
 - i. Contractor fails to perform his duties to the satisfaction of the County; or
 - ii. Contractor fails to fulfill in a timely and professional manner his obligations under this Contract; or
 - iii. Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; or
 - iv. Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or
 - v. Contractor has not, to the satisfaction of the County, documented or has not sufficiently documented services provided by Contractor, which includes without limitation, failure to meet industry standards or failure to satisfy any special requirements needed by third party payors or federal or state funding agencies; or

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- vi. Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews or reviews of records in any form of information storage; or
- vii. Contractor fails to comply with any provision of the Health Agency Compliance Plan or Code of Ethics.
- b. For all other material breaches of this Contract, County must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) days from the date of the written notice, County may terminate the Contract.
- c. In the event of termination for cause, Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this Contract. Contractor's obligations to provide services shall automatically terminate on the effective date of termination. In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Contractor. Such costs may include, but are not limited to, costs incurred by County in investigating and communicating with Contractor regarding said breach, including staff time.

3. Accounting for Travel and Lodging.

- a. In the event that the scope of services expressly contemplates payment for travel and lodging, these costs must be reasonable and in no event shall exceed levels allowed for County employees on official business.

4. Compliance with Health Care Laws.

- a. Contractor agrees to abide by all applicable local, state and federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder, including without limitation, the applicable provisions of the Civil Code, Welfare and Institutions Code, the Health and Safety Code, the Family Code, the California Code of Regulations, the Code of federal Regulations ("C.F.R."), and the Health Insurance Portability and Accountability Act ("HIPAA.") This obligation includes, without limitation, meeting delivery of service requirements, guaranteeing all client's rights provisions are satisfied, and maintaining the confidentiality of patient records.

5. Consistency in Level of Services.

- a. As a condition for reimbursement, Contractor shall provide to and ensure that clients served under this Contract receive the same level of services as provided to all other clients served regardless of medical or medication status or other source of funding, or in any other respect on the basis of race, color, gender, gender identity, gender expression, religion, marital status, national origin, age, sexual orientation, disability, or on any other basis.

6. Nondiscrimination.

- a. Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human services, effective June 2, 1977, and found in the Federal Register, Volume 42, No.86 dated May 4, 1977.

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- b. Contractor shall comply with the provisions of the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulation promulgated thereunder (Title 2 Section 7285 et seq.) The Contractor shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. Contractor shall comply with all state and federal nondiscrimination laws and regulations, and shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, access to programs or activities, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, gender expression, religion, marital status, national origin, age, sexual orientation, disability, or on any other basis..

7. Quality Assurance.

- a. Contractor agrees to conduct a program of quality assurance and program review that meets all requirements of the State Department of Health Services. Contractor agrees to cooperate fully with program monitoring or other programs that may be established by County to promote high standards of health care to clients at economical costs.

8. Screening for Inspector Generals' Excluded Provider List and Medi-Cal List of Excluded Providers, applicable to contracts receiving federal funds (See https://oig.hhs.gov/exclusions/effects_of_exclusion.asp#f1).

- a. At the time of securing a new employee or service provider, Contractor shall conduct or cause to be conducted a screening and provide documentation to County certifying that its new employee or service provider is not listed on the Excluded Provider List of the Office of the Inspector General or the Medi-Cal List of Excluded Providers. On an annual basis, Contractor shall conduct or cause to be conducted a screening of all employees, subcontractors or agents and shall sign a certification documenting that neither Contractor nor any of its employees, subcontractors or agents are listed on the Excluded Provider List of the Office of the Inspector General or the Medi-Cal List of Excluded Providers. Documentation shall be forwarded to the Contracts Coordinator for inclusion in the Contract file.

9. Standing to Receive Federal Funds, applicable to contracts receiving federal funds.

- a. If applicable, Contractor certifies that Contractor is and shall remain in good standing with the federal government to receive federal funds, as verified by the fact that to the best of its knowledge and belief, neither Contractor, its principals or affiliates, nor any subcontractor utilized under this Contract are listed on the federal Excluded Parties Listing System, debarred or suspended from federal financial assistance programs and activities, proposed for debarment, declared ineligible or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor further agrees to provide to County its Unique Entity Identifier (UEI) number, formerly known as the Data Universal Numbering System number, in order for County to verify at any time but at least on an annual basis that Contractor and all its employees, subcontractors, or agents remain in good standing and are not identified as suspended or debarred on the federal System Award Management (SAM) list (www.sam.gov).

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10. License Information.

- a. Contractor shall provide County a list of all licensed persons who may be providing services under this Contract. The list shall include the name, title, professional degree, license number, and National Provider Identification Number.

11. Training Program.

- a. Contractor shall provide health information privacy and security training to all employees as required by Title 22 of the California Code of Regulations, HIPAA and CMIA.
- b. Within 15 calendar days of hire, and annually thereafter, Contractor, its employees, subcontractors and agents shall read the latest edition of the Confidentiality Agreement and HIPAA primer for Contractor Use, and complete related training provided by the Health Agency. Contractor may adopt and comply with an alternate HIPAA training and confidentiality agreement if granted written approval by the Health Agency Compliance Officer.
- c. Contractor shall maintain records providing signatures (either actual or electronic) from each employee, subcontractor and agent stating that they read the Health Information Privacy and Security Policy, completed the related training and agree to abide by its contents. Relias Learning or equivalent E-learning records are sufficient to comply with this requirement.
- d. The Health Information Privacy and Security Policy and Procedure may be found here:
 - i. <http://www.slocounty.ca.gov/Departments/Health-Agency/Behavioral-Health/Quality-Support/Services/Health-Agency-Contractor-and-Network-Provider-Supp.aspx>
- e. The Confidentiality Agreement and HIPAA Primer for Contractor Use may be found here:
 - i. <http://www.slocounty.ca.gov/Departments/Health-Agency/Behavioral-Health/Quality-Support/Services/Health-Agency-Contractor-and-Network-Provider-Supp.aspx>

12. Record Keeping and Reporting of Services.

- a. Contractor shall keep complete and accurate records for each client treated pursuant to this Contract, which shall include, but not be limited to, diagnostic and evaluation studies, treatment plans, progress notes, program compliance, outcome measurement and records of services provided in sufficient detail to permit an evaluation of services without prior notice. Such records shall comply with all applicable federal, state, and County record maintenance requirements.
- b. Contractor shall submit informational reports as required by County on forms provided by or acceptable to County with respect to Contractor's program, major incidents, and fiscal activities of the program.

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- c. Contractor shall collect and provide County with all data and information that County deems necessary for County to satisfy state reporting requirements, which shall include, without limitation, Medi-Cal cost reports.

13. Equipment.

- a. Contractor shall furnish all personnel and equipment for the performance of services pursuant to this Contract, including supplies, equipment, telephone, furniture, utilities, and quarters necessary for the performance of services pursuant to this Contract, with the exception of:
 - i. All required County forms;
 - ii. County may at its option and at County's sole discretion, elect to provide certain equipment which shall remain County property and be returned to the County upon earlier demand by or in no event later than the termination of the Contract.

14. Other Employment.

- a. Contractor shall retain the right to provide services at another facility or to operate a separate private practice; subject, however, to the following prohibitions:
 - i. No such private practice shall be conducted or solicited on County premises or from County-referred clients.
 - ii. Such other employment shall not conflict with the duties, nor the time periods within which to perform those duties, described in this Contract.
 - iii. The insurance coverage provided by the County or by the Contractor for the benefit of the County herein is in no way applicable to nor diminished by any other employment or services not expressly set forth in this Contract.

15. Gifts.

- a. Gifts may not be charged to this Contract, whether to Contractor staff or anyone else.

16. Power to Terminate.

- a. The Health Agency Director may effectuate termination of this Contract without the need for action, approval, or ratification by the Board of Supervisors.

17. Standards for Charitable Accounting.

- a. Contractors who are nonprofit corporations shall abide by the Standards for Charitable Accountability and applicable OMB Circulars.

18. Inspection of Records by Local, State or Federal Agency.

- a. The Contractor shall allow the County, the State Department of Health Services, United States Department of Health and Human Services (HHS), the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract and to inspect, evaluate and audit any and all books, records, and facilities maintained by Contractor, pertaining to such service at any time during normal business hours.
- b. Books and records include, without limitation, all physical records originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records, books of account, beneficiary records, prescription files, and any other documentation pertaining to covered services and other related services for

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beneficiaries. Upon request, at any time during the period of this Contract, and for a period of five years thereafter, the Contractor shall furnish any such record, or copy thereof, to the County Health Agency, DHS, HHS.

19. Disentanglement.

- a. Contractor warrants that in the event of any expiration or termination of this Contract, Contractor will take all actions necessary to accomplish a complete and timely transition to the County, or to any replacement provider, of the services being terminated (a “Disentanglement”) without any material impact on the services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide County with all information regarding the services or is otherwise needed for Disentanglement.