County of Solano
Standard Contract

CONTRACT NUMBER:
(Dept., Division, FY, #)
SO-0206

BUDGET ACCOUNT:
8611

SUBOBJECT ACCOUNT:
2245

08 K0073

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

Solano County Office of Education
CONTRACTOR'S NAME

2. The Term of this Contract is:

August 14, 2008 through June 30, 2009

3. The maximum amount of this Contract is:
$82,607

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

Exhibit D – Special Terms and Conditions

The parties have executed this Contract as of the 14th day of October 2008.

CONTRACTOR	COUNTY OF SOLANO
Solano County Office of Education CONTRACTOR'S NAME	John F. Silva 10-14-08 John F. Silva, Chair — DATED
SIGNATURE — 10/2/08 DATED	**530 Union Ave., Ste. 100** ADDRESS
Dee Alarcón, Superintendent of Schools or designee PRINTED NAME AND TITLE	**Fairfield** — **CA** — **94533-6306** CITY — STATE — ZIP CODE
5100 Business Center Dr. ADDRESS	Approved as to Content: DEPARTMENT HEAD OR DESIGNEE — 10-2-08 DATED
Fairfield — **CA** — **94534-1658** CITY — STATE — ZIP CODE	Approved as to Form: COUNTY COUNSEL, Deputy — 10 2008 DATED

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

1. **CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:**
   A. Establish and maintain the following curriculum programs:
      1. General Equivalency Diploma
         (1) Contractor shall prepare inmates to take and pass the General Equivalency Diploma ("GED") test. Inmates shall be taught skills in math, reading, science, social science and writing.
      2. Literacy Skills
         (1) Contractor shall teach inmates literacy skills required to function and participate in society.
   B. Provide a teacher to teach two (2) three (3) hour classes to be held between the hours of 0800 and 1700, Pacific Time at the County Sentenced Detention Facility consisting of the educational subjects of GED preparatory work and literacy skills.
   C. One class shall be taught exclusively to male inmates and one class shall be taught exclusively to female inmates. Under no circumstances shall a class be allowed to commingle with another class.
   D. Both classes shall be taught on regular workdays based on a regular school year calendar established by the Fairfield-Suisun Unified School District.
   E. Ensure all curriculum developed meets California Department of Education standards as well as all applicable federal, state and local laws, regulations and rules.
   F. Contractor shall not be required to purchase educational materials. Educational materials shall include, but is not limited to, books, software, teaching documents, testing material and any other instructional supplies. Contractor shall not be required to purchase equipment of dual use such as chairs, computers and desks.

2. **COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:**
   A. Provide a space large enough to support a classroom environment complete with chairs, computers, desks and a whiteboard.
   B. Create a safe environment by providing adequate security in the classroom and respond to any security concerns raised by Contractor.
   C. Provide compensation equivalent to one (1) hour of teacher preparatory time to be used for duties directly associated with the teaching of the two aforementioned classes.
   D. Purchase basic office supplies, educational materials, and provide the means for duplication of documents necessary to conduct the inmate education program.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. **COMPENSATION**
   A. The total amount of this Contract shall not exceed eighty two thousand six hundred and seven dollars ($82,607).

2. **BUDGET**
   A. Contractor shall bill County for only those costs identified in the program budget, attached as Exhibit B-1 and shall not exceed maximum contract amount for services. Contractor shall not bill County for services and costs that exceed the limits set in the program budget. Contractor shall request and receive prior written approval from County authorizing Contractor to use the contingency fund in order to use of any amount budgeted in this Contract for contingencies.
   B. Any changes to Exhibit B-1 that increase or decrease staffing levels or budgeted expenses must be memorialized in writing and agreed to by both parties.
   C. State apportionments shall be deducted from invoices and provide as a line item detail on the invoices.
   D. Regardless of final amount of state apportionments, County shall not pay more than contract maximum for services provided under Contract for the term of Contract.

3. **AVERAGE DAILY ATTENDANCE**
   A. Contractor shall establish, maintain, update and process all records required to obtain Average Daily Attendance (ADA) money from the State of California. Contractor shall collect the ADA reimbursement earned from the State. Any reimbursement collected by contractor will be used to offset compensation due to contractor by County. In no event will total compensation exceed the amount set forth in paragraph 1.
      1. Contractor shall remit to County all ADA reimbursement earned as a result of the duties performed under this Contract within thirty (30) days of termination or default of this contract.
      2. If this Contract is extended or renewed, then all ADA reimbursement earned as a result of the duties performed under this agreement shall be used to offset the cost of the same services provided to County during the subsequent academic year.
      3. Contractor shall provide County copies of all documents received by the State of California pertaining to ADA reimbursement earned as a result of the duties performed under this agreement.

4. **METHOD OF PAYMENT**
   A. Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for in this Exhibit. Each invoice must specify services rendered, to whom, itemize expenses, date of service and the accrued charges.
      1. Contractor shall submit a copy of the student attendance record with the invoice to fulfill the requirement of detailing who received services each day Contractor performed the duties of this Contract.

EXHIBIT B-1
BUDGET DETAIL AND PAYMENT PROVISIONS

Program Budget

Solano County Office of Education
Solano County Inmate Education Program
Budget for the Period August 14, 2008 through June 30, 2009

Teacher Salary and Benefits	1.0 FTE	$91,825
Administrative - Direct costs - 14.74%		13,535
Administrative - Indirect costs - 10.26%		9,421
Contingency		3,037
Total Costs		**$117,818**
Projected State apportionment		33,142
Projected State lottery apportionment		2,069
Total State Apportionment		**$35,211**
Total balance payable under contract		**$82,607**

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

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.)	**$5,000,000**	per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(2) Automobile Liability:	**$1,000,000**	per accident for bodily injury and property damage.
(3) Workers' Compensation:	As required by the State of California.	
(4) Employer's Liability:	**$1,000,000**	per accident for bodily injury or disease.

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

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

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

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

F. Other Insurance Provisions
The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of 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 equivalent) to Contractor's insurance policy, or as a separate owner's policy.

(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 or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

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

G. 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.

H. 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 required by these specifications at any time.

8. BEST EFFORTS

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

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:

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 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; SIGNATURES BY FACSIMILE OR PDF

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies or copies delivered via e-mail as a portable document format (pdf) file shall be deemed to be original copies.

37. 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. TERMINATION

A. Notwithstanding Section 4A in Exhibit C, this Contract may be terminated by County or Contractor, at any time, with good cause, upon 30 days written notice from one to the other.

2. CONFIDENTIALITY OF MENTAL HEALTH RECORDS

Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records. County and Contractor shall maintain the confidentiality of any information regarding clients (or their families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the client's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.

3. CONFIDENTIAL RECORDS

Contractor acknowledges that any information generated, received or disseminated pursuant to its performance under this Contract is confidential and shall not be disclosed in any manner unless authorized by law. Furthermore, Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code sections applicable to the subject of this Contract, particularly, sections 10850 and 11478.1 and will abide by its requirements.

4. EMPLOYEES OF GOOD STANDING & BACKGROUND CHECKS

A. Contractor warrants to County that all employees assigned to work at any County incarceration or law enforcement facility or likely to have contact with inmates have not ever been convicted or pled guilty or *nolo contendere* to any felony. Upon discovery, Contractor shall promptly inform County of any employee who has ever been convicted, pled guilty or *nolo contendere* to or has been charged a felony. County reserves the right to deny access to any of Contractor's employees if that employee has ever been convicted, pled guilty or *nolo contendere* to or has been charged a felony.

B. Contractor shall submit all employees assigned to work at any County incarceration or law enforcement facility or will have contact with inmates to County to undergo a background check conducted by County. County reserves the right to deny access to any of Contractor's employees if that employee fails the background check. Only Contractor's employees who have successfully passed a background check will be allowed to work at any County incarceration or law enforcement facility or have contact with inmates. Contractor shall reimburse County, either by direct payment or deducting Contractor's invoice, the cost of the background check performed as established on the Solano County Sheriff's Office Fee Schedule for each employee who fails the background check.

C. County may set additional applicable standards that may prohibit Contractor employee entrance or access to County incarceration or law enforcement facilities or inmates. If Contractor will be providing services that require the use of a motor vehicle, County may set

additional applicable standards that may prohibit Contractor employee from using a motor vehicle while performing duties associated with this Contract.

D. County shall have the right to randomly check any Contractor employee to ensure the employee has not ever been convicted, pled guilty or *nolo contendere* to or has been charged a felony, or has failed to meet any additional applicable standard.

E. County shall have the right to search any Contractor employee entering or on County grounds to assure that the Contractor employee will not constitute a security risk to County's incarceration or law enforcement facilities or inmates. County reserves the right to conduct a search at any time without prior notice.

F. Denying a Contractor employee the ability to perform the duties of this Contract if employee has failed the background check or has ever been convicted, pled guilty or *nolo contendere* to or has been charged a felony, any other applicable standard or presents a security risk, will not constitute a material breach of the Contract by the County. Contractor agrees to replace any employee denied to perform the duties of this Contract with another employee.

5. COMMUNICATIONS & INTERPERSONAL RELATIONS WITH INMATES

Contractor agrees that all employees working at any County incarceration facility or who are in contact with inmates will abide by the Solano County Sheriff's Office Affirmation of Understanding policy, Exhibit D-1, governing communications and interpersonal relations between Contractor and inmates. County reserves the right to deny access to any employee of Contractor if employee fails to abide by the Affirmation of Understanding policy. Denying access to a Contractor's employee for failing to abide by the Affirmation of Understanding policy will not constitute a material breach of the Contract by the County. Contractor agrees to replace any employee denied with a new employee.

EXHIBIT D-1
AFFIRMATION OF UNDERSTANDING

Solano County Sheriff's Office, employees, volunteers and contract workers *SHALL:*
Respect the dignity of each person and refrain from profane, callous, or degrading remarks.
Maintain an ethical demeanor with all inmates in custody and perform assigned duties in a mature and professional manner.
Be firm, impartial, and resolute in requiring compliance with all departmental rules and regulations.
Notify the Facility Commander by Memo as soon as you become aware that a close friend, significant other, or family member is incarcerated in the Solano County Jail.
Keep all inmates and prisoners safe and treat them humanely.

Solano County Sheriff's Office, employees, volunteers and contract workers *SHALL NOT:*
Prejudge the guilt or innocence of any inmate or prisoner.
Conduct yourself in any manner that promotes the development or continuation of an emotional relationship with any inmate, their lives, or conditions of the arrest, except as required in the course of official employment or duties.
Deliver any message or article to, from, or for any inmate unless in the performance of official established duties or as directed by a supervisor.
Discuss job performance or confidential departmental business directly with an inmate or prisoner, or where either can overhear such conversations.
Criticize the Sheriff's Office, or the actions of any member of the office, in the presence of any inmate, or prisoner or where such conversation can be overheard.
Discuss personal business about yourself or the personal business of other employees with any inmate or prisoner.
Purchase any article from any inmate.
Sell any personal article to any inmate.
Borrow money or articles from any inmate.
Loan money or personal articles to any inmate.
Accept any gift from any inmate.
Offer any gift to any inmate.
Place money on the books of any relative or significant other inmate without the prior knowledge and documented approval of the Facility Commander. This is required for each incident of deposit.

Solano County Sheriff's Office, employees, volunteers and contract workers *SHALL* immediately report to a supervisor any attempts by inmates to purchase, sell, loan, borrow, or give any money or articles to them or any other staff member.

Solano County Sheriff's Office, employees, volunteers and contract workers of Solano County *SHALL* immediately report to a supervisor any complaints by an inmate about a member or volunteer.

Nothing in this statement shall be construed to prohibit the normal course of business in the operation of the Solano County Sheriff's Office nor prohibit conversations with inmates or prisoners in any official capacity.

I have read and discussed the above statement with the witnessing official and agree to abide by the rules and condition of conduct as set forth on this document.

Signature	Date	Print Name
Witnessing Officers Name/Rank	Date	