

# SOLANO EMERGENCY MEDICAL SERVICES COOPERATIVE

## Board of Directors

Birgitta Corsello  
Solano County Administrator  
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Jack McArthur, Fire Chief  
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Medical Professional Rep.

Satjiv Kohli, MD, MS  
Emergency Department  
Sutter Solano Med. Center  
Medical Professional Rep.

Richard Watson  
Health Care Consumer Rep.

David White, City Manager  
City of Fairfield  
City Manager Representative

## EMS Agency Staff

Bryn E. Mumma, MD, MAS  
EMS Agency  
Medical Director

Ted Selby  
Agency Administrator

## Counsel

Azniv Darbinian  
Assistant County Counsel

## Board of Directors

### SPECIAL MEETING

Thursday, May 24, 2018  
9:00 – 11:00 AM  
Suisun City Council Chambers

### AGENDA

#### **CALL TO ORDER - 9:00 a.m.**

#### **ROLL CALL**

#### **APPROVAL OF THE AGENDA**

#### **ITEMS FROM THE PUBLIC**

*This portion of the meeting is reserved for persons wishing to address the Board on any matter **not** included on the agenda.*

#### **I. REGULAR CALENDAR**

- a. Review and Approve Contract for a Three-Phase Project with Page, Wolfberg & Wirth to Provide Consulting Services for the Request for Proposal (RFP) Development Project for the New Solano County Exclusive Operating Area (EOA) Master Services Agreement (MSA); Authorize the SEMSC Board Chair to Execute Agreement with Consultant.

#### **BOARD MEMBER COMMENTS**

- a. Chair
- b. Directors

#### **ADJOURN**

*To the next regularly scheduled meeting of July 12, 2018 at 9:00AM in the Suisun City Council Chambers, 701 Civic Center Blvd., Suisun City, CA 94585.*



County of Solano
Standard Contract

For County Use Only
CONTRACT NUMBER:

(Dept., Division, FY, #)
H&SS/PH
BUDGET ACCOUNT:
7805
SUBJECT ACCOUNT:
2245

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

Page, Wolfberg, & Wirth, LLC

CONTRACTOR'S NAME

2. The Term of this Contract is:

June 1, 2018 to July 30, 2019

3. The maximum amount of this Contract is:

\$181,000.00

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

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on June 1, 2018.

Table with 2 columns: CONTRACTOR and COUNTY OF SOLANO. Rows include contractor name, signature, printed name and title, address, and county counsel information.

Rev. 12/17/09

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

**EXHIBIT A**  
**Overview, Scope of Work & Deliverables**

This contract shall be performed in three phases.

Phase I – EMS System Review and Stakeholder Engagement

Phase I will consist of performing a combined EMS System Review and Stakeholder Engagement process. Contractor shall utilize data and documents from the existing Emergency Medical Services (EMS) system, and obtain stakeholder input in reviewing key attributes of the current system.

Contractor shall be responsible for the following:

<b>SCOPE</b>	<b>DATE</b>
	<b>6/1/18 – 10/11/18</b>
Hold an initial conference call with SEMSC staff to refine stakeholder meeting agendas and coordinate logistics of meeting dates, times and locations.	6/1/18 – 6/30/18
Identify key stakeholders, compile stakeholder mailing lists and contact information; stakeholder groups to be broadly representative of constituencies including, but not necessarily limited to: Solano County cities, fire districts and other municipal entities; the Solano County Fire Chiefs Association; SEMSC staff; incumbent transport contractor representatives; hospital, specialty center and other facility representatives; consumer representatives; physician/medical director representatives, and other constituencies identified by project staff.	6/15/18 – 7/15/18
Review data from SEMSC and other identified sources to evaluate specified EMS system metrics, as available, to include, but not be limited to: call volume (by level and type); transport volume (by level of service); response times; patient offload times; patient satisfaction data; workforce data and other specified system metrics.	6/1/18 – 9/30/18
Review existing deployment plans and plan modifications along with appropriate Unit Hour Utilization (UHU) metrics.	6/1/18 – 9/30/18
Evaluate system financial data, including system revenues, expenses, fine/penalty assessments, system subsidies (both positive and negative).	7/1/18 – 9/1/18
Assess the status of the existing Critical Care Transport (CCT) marketplace and resources within and/or serving Solano County. Best practices comparison in California and the nation will be included in the report.	6/15/18 – 9/1/18
Assess non-emergency transport (NET) and interfacility transport (IFT) utilization within Solano County.	6/15/18 – 9/1/18
Review existing and planned initiatives related to integrated care delivery and/or community paramedicine within Solano County.	6/15/18 – 9/1/18

Hold multiple in-person stakeholder meetings at locations within Solano County to obtain input from all identified constituencies and members of the public on EMS system issues; One at the beginning and one near completion of project. Dates to be set with notices sent to all parties.	6/15/18 – 9/30/18
A written “Solano County EMS System Review and Blueprint” document shall be presented to the SEMSC Board at the October 2018 Board Meeting for review, comment and acceptance. (This report will summarize the findings of the contractor’s EMS System Review and the stakeholder input received at the on-site meetings. The report will also present the key points to be incorporated into the new Solano County Ambulance RFP. The report will be presented in-person to the SEMSC board by the contractor.)	10/11/18

Phase II - Request for Proposals (RFP) Development and Publication

Phase II will consist of synthesizing the results of the EMS System Review and Stakeholder Engagement process, and drafting a new Solano County EMS RFP for submission to the SEMSC Board and California EMS Authority (EMSA).

Contractor shall be responsible for the following:

<b>SCOPE</b>	<b>DATE</b> <b>9/15/18 – 2/28/19</b>
Produce a draft the RFP and proposed scoring methodology for procurement of an ambulance contractor for Solano County for the coming contract cycle.	9/15/18 – 11/1/18
Work with SEMSC staff to refine the draft RFP	10/1/18 – 10/15/18
Present the draft RFP to the identified Solano County EMS stakeholders and the public for review and comment	10/15/18 – 10/19/18
Convene one (1) in-person meeting to receive feedback and stakeholder input on the draft RFP.	10/22/18 – 11/2/18
Make any necessary and appropriate revisions to the draft RFP based on public and stakeholder input	10/22/18 – 11/4/18
Present the final draft RFP in person to the SEMSC board at a Special Meeting in December 2018	12/3/18 – 12/21/18
Make any necessary revisions to the draft RFP based on direction from the SEMSC board	12/4/18 – 12/23/18
Produce a final RFP document and submit to California EMS Authority for review and approval	12/4/18 – 12/24/18
Develop compositional framework for Independent Review Panel (IRP) to be approved by SEMSC Board at regular January meeting	12/1/18 – 2/28/19

Phase III - Proposal Evaluation & Contract Implementation

Phase III will consist of establishing an Independent Review Panel (IRP) to evaluate and score proposals submitted in response to the RFP and assisting the SEMSC in negotiating and executing a final agreement with the selected bidder.

Contractor shall be responsible for the following:

<b>SCOPE</b>	<b>DATE</b> <b>3/1/19 – 9/30/19</b>
Submit recommendations to SEMSC staff for designees to fill approved composition of the IRP.	3/1/19 – 3/30/19
Facilitate initial meeting (via electronic means) of the IRP.	3/1/19 – 3/30/19
Review all proposals received in order to provide technical advice and assistance to the IRP members as required	7/1/19 – 7/15/19
Serve as facilitator for IRP meetings, including at least one (1) in-person meeting, and electronic meetings as necessary	7/1/19 – 7/31/19
Serve as liaison between IRP members and SEMSC staff.	3/1/19 – 7/31/19
Draft proposed contract for the SEMSC Board's use in negotiation with selected bidder.	5/1/19 – 7/5/19
Make necessary revisions to proposed contract based on direction from SEMSC Board	7/8/19 – 7/10/19
Present final, proposed contract to SEMSC Board, in-person, at the July 2019 Board Meeting.	7/11/19
Present final contract to SEMSC staff	7/12/19 – 7/15/19
Assist County staff in negotiating and finalizing agreement with selected bidder	8/15/19 – 9/30/19

**EXHIBIT B**  
**Budget Detail & Payment Provisions**

**BUDGET DETAILS**

Contractor shall be paid upon completion of each phase as follows:

Phase I \$63,000

- \$50,000 paid upon execution of agreement as advance payment
- \$13,000 paid upon completion of Phase I

Phase II \$70,000

- Full amount paid upon completion of Phase II

Phase III \$48,000

- Full amount paid upon completion of Phase III

**METHOD OF PAYMENT**

Upon submission of invoices by the Contractor, and upon approval of EMS Administrator, SEMSC shall pay Contractor upon completion of project phases as outlined above and in the Scope of Work, Exhibit A, up to the maximum amount provided for on the Standard Contract. Maximum amount includes all expenses incurred for travel, payment for project deliverables and consultative services.

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

**1. CLOSING OUT**

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

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

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

**2. TIME**

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

**3. TIME OF PERFORMANCE**

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

**4. TERMINATION**

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

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

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

**5. SIGNATURE AUTHORITY**

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

## 6. REPRESENTATIONS

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

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

## 7. INSURANCE

A. Without limiting Contractor's obligation to indemnify SEMSC, 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, Code 1 (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:<br>(Including operations, products<br>and completed operations.) | <b>\$1,000,000</b>                      | per occurrence for bodily injury, personal injury<br>and property damage, or the full per occurrence<br>limits of the policy, whichever is greater. If<br>Commercial General Liability insurance or<br>other form with a general aggregate limit is<br>used, either the general aggregate limit shall<br>apply separately to this project/location or the<br>general aggregate limit shall be twice the<br>required occurrence limit. |
| (2) Automobile Liability:   | <b>\$1,000,000</b>                      | per accident for bodily injury and property<br>damage.  |
| (3) Workers' Compensation:  | As required by the State of California. |   |
| (4) Employer's Liability:   | <b>\$1,000,000</b>                      | per accident for bodily injury or disease.  |



D. Additional Insurance Coverage

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

- (1) Cyber Liability: **\$1,000,000** per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the SEMSC that will be in the care, custody or control of Contractor under this Contract.
- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, SEMSC is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to SEMSC. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

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

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

G. Other Insurance Provisions

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

(a) SEMSC, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

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

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to,

alteration of, loss of, or destruction of electronic data and/or information “property” of the SEMSC in the care, custody, or control of the Contractor. If not covered under the Contractor’s Professional Liability policy, such “property” coverage of the SEMSC may be endorsed onto the Contractor’s Cyber Liability Policy.

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) SEMSC reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

## 8. BEST EFFORTS

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

## 9. DEFAULT

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

B. If Contractor fails to cure default within the specified period of time, SEMSC may elect to cure the default and any expense incurred shall be payable by Contractor to SEMSC. The contract may be terminated at SEMSC’s sole discretion.

C. If SEMSC 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, SEMSC 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 SEMSC, 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 SEMSC. 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 SEMSC. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against SEMSC 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 SEMSC harmless from any liability which SEMSC may incur because of Contractor's failure to pay such obligations nor shall SEMSC be responsible for any employer-related costs not otherwise agreed to in advance between the SEMSC and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of SEMSC except as to the final result contracted for under this Contract. SEMSC 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 SEMSC 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 SEMSC harmless from any claims that may be made against SEMSC 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 SEMSC relies upon such skills. Contractor pledges to perform the work skillfully and professionally. SEMSC'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 SEMSC;
  - (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. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

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

### 14. CONFIDENTIALITY

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

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 SEMSC all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from SEMSC.

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

### 15. CONFLICT OF INTEREST

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

this clause.

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

#### **16. DRUG FREE WORKPLACE**

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

#### **17. HEALTH AND SAFETY STANDARDS**

Contractor shall abide by all health and safety standards set forth by the State of California and/or SEMSC pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from SEMSC.

#### **18. CHILD/ADULT ABUSE**

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

#### **19. INSPECTION**

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

#### **20. NONDISCRIMINATION**

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

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

#### **21. SUBCONTRACTOR AND ASSIGNMENT**

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

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of SEMSC's Contract Manager nor assign this Contract or monies due without the prior written approval of SEMSC's applicable Department Head or his or her designee and the SEMSC Board.

C. If SEMSC 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 SEMSC of the cause of the delay within 10 days of the start of the delay.

## 23. OWNERSHIP OF DOCUMENTS

A. SEMSC 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 SEMSC 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 SEMSC 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. SEMSC'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. SEMSC's obligation under this Contract is subject to the availability of authorized funds. SEMSC may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of SEMSC, 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, SEMSC may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

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

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

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

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

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

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

## **27. CHANGES AND AMENDMENTS**

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

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

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

## **28. CHOICE OF LAW**

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

## **29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

## **30. WAIVER**

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

## **31. CONFLICTS IN THE CONTRACT DOCUMENTS**

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

## **32. FAITH BASED ORGANIZATIONS**

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

B. Contractor agrees and acknowledges that SEMSC 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 SEMSC 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 SEMSC for all future services.

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

Contractor and SEMSC agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. SEMSC is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless SEMSC from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. SEMSC makes no guarantee of usage by other users of this Contract nor shall the SEMSC incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

### **35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded 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 federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the SEMSC of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded 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 SEMSC processing of Contractor's payment.

### **36. EXECUTION IN COUNTERPARTS**

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



obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

**37. LOCAL EMPLOYMENT POLICY**

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

**38. ENTIRE CONTRACT**

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

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