

ATTACHMENT 5

TITLE OF CONTRACT HERE Service Being Provided Here

This Contract, will begin as stated in the variable information table below, or as of the last date executed by the County of Butte, is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "COUNTY", acting through the Butte County Department of Employment and Social Services, and the Contractor indicated in the variable information table below, hereinafter referred to as "CONTRACTOR"; for the purpose of providing one or more services".

VARIABLE INFORMATION TABLE			
Term of This Agreement			
Term Begins		Term Completion Date	
On Following Date		On Following Date	
County Department	DESS	FOB Point	N/A
Not-to-Exceed Price			
Contractor Contact Information		County Contact Information	
Contractor		Project Manager	
Contact Person		Address	
Address		City, State & ZIP	
City, State & ZIP		Telephone	
Telephone		Email	
Facsimile or Email		Facsimile	

WHEREAS, pursuant to Government Code Sections 31000, County may retain independent contractors to perform special services for the County; and

WHEREAS, it is necessary and desirable that County contract for the purpose of procuring such services as set forth in "Attachment III", Description of Services, attached and by this reference incorporated herein.

NOW THEREFORE BE IT AGREED between the parties that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between the terms contained in the Contract and/or the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment I – Terms and Conditions (including Exhibit "A")
- Attachment II – Insurance Requirements for Most Contracts and Request to Change Contract Insurance Requirements (as applicable)
- Attachment III – Description of Services
- Attachment IV – Method and Rate of Payment
- Attachment V – Assurance of Compliance

By signature below, the department head or designee certifies that no unauthorized alterations have been made to the contract language and attachments that follow.

CONTRACTOR

Contractor Name, Title Date
Agency Name

EMPLOYMENT & SOCIAL SERVICES

Shelby Boston, Director Date
Department of Employment and Social Services

COUNTY

Tod Kimmelshue, Chair Date
Butte County Board of Supervisors

REVIEWED FOR CONTRACT POLICY COMPLIANCE

General Services Contracts Division Date

APPROVED AS TO FORM

Brad J. Stephens
Butte County Counsel

By Date

ATTACHMENT I

TERMS AND CONDITIONS

NOW, THEREFORE, it is agreed between the County and the Contractor as follows:

A. Services:

Contractor shall perform all services as stipulated in "Attachment III", Description of Services, attached hereto and by this reference incorporated herein.

B. Payments:

1. Availability of funds:

Payments for all services provided pursuant to this Agreement, are contingent upon the availability of County, State, and matching Federal funds.

Upon notification that funds are no longer available for this Agreement, the County may elect to terminate this Agreement upon notification to the Contractor. In such occurrence, the County is not obligated to provide alternate sources of funding to continue this Agreement. The County will reimburse approved services provided by the Contractor prior to notification, after notification and unless authorized by the County no additional services may be provided or will be reimbursed.

2. Method and Rate of Payment:

In full consideration of services provided by Contractor pursuant to this Agreement, the County shall make payments to Contractor, not to exceed the amount identified in the variable information table, and in the manner and rate specified in "Attachment IV", Method and Rate of Payment, attached hereto and by this reference incorporated herein.

3. Responsibility for Audit Exceptions:

It being understood by the parties hereto that the County's funding source herein is both a County and State appropriation, and it being further understood that Contractor is responsible for administering the program as described herein, Contractor agrees to accept responsibility for receiving, replying to and/or complying with an audit exceptions by appropriate State or County audit agencies occurring during the performance of this Agreement. Contractor also agrees to pay to County the full amount of County's liability to the State Government resulting from said audit exceptions that result from a breach of this Agreement.

C. General Provisions:

1. Right of Termination:

Upon thirty (30) days written notice to the other party, either party may terminate this Agreement.

2. Right to Monitor and Audit:

County, State and Federal Governments shall have the right to monitor all work performed under this Agreement to assure that all-applicable State and Federal regulations are met. County, State and Federal Governments shall have the right to audit all work, records and procedures related to this Agreement to determine the extent to which the program is achieving its purposes. County will notify Contractor within five (5) days of any potential Federal and/or State exception(s) discovered during such examination. Where such findings indicate that program requirements are not met, and Federal participation in this program may be imperiled, such written notification will constitute County's intent to terminate this Agreement in the event that corrections are not accomplished by Contractor within thirty (30) days.

3. Availability and Retention of Records:

Contractor shall maintain and preserve all records related to this Agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this Agreement) for a period of three (3) years from the effective date of this Agreement, or until all State audits are complete, whichever is later. Upon request, Contractor shall make available copies of these records to County, State or Federal Governments' personnel, including the State Auditor General.

4. Confidentiality:

Contractor agrees to require his/her employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19-000 of the CDSS Manual of Policies and Procedures to assure that:

- a. All applications and records concerning any individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by this State from the Federal Government will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such public social services.
- b. No person will publish or disclose or permit or cause to be published or disclosed any list of persons receiving public social services.
- c. No person will publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient. Contractor agrees to inform all employees, agents and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this paragraph is guilty of a misdemeanor.
- d. Contractor agrees to provide written notice to County Program Liaison within 30 days of Contractor suspecting or having full knowledge of a breach in client confidentiality.

5. Liaison Personnel:

The parties to this Agreement agree that, unless otherwise indicated in writing have primary responsibility for liaison and coordination of activities required to carry out this Agreement are identified in the variable information table on page one of this Agreement.

6. Addresses:

All correspondence, notices, claims, etc., will be addressed to the identified addresses in the variable information table on page one of the Agreement. Any other contact information shall be provided below:

Contractor - Additional Contact

Name/Title:
Address:
City, State & ZIP:
Telephone:
Facsimile:
Email:

County - Additional Contact

Name/Title:
Address:
City, State & ZIP:
Telephone:
Facsimile:
Email:

7. Hold Harmless:

The Contractor shall indemnify and hold harmless the County, its officers, agents, employees and servants from all claims, suits or actions of every name, kind, and description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this Agreement of Contractor, its officers, agents, employees and/or servants.

The duty of the Contractor to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code, provided, however, that nothing herein shall be construed to require the Contractor to indemnify the County, its officers, agents, employees and servants against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

8. Insurance:

Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in "Attachment II", Insurance Requirements for Most Contracts, which is attached here to and by this reference incorporated herein.

9. Non-Discrimination:

The Contractor will not discriminate in employment practices or in the delivery of services on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation of any person. The Contractor will comply with Executive order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulation (41 CAR Part 60). The Contractor agrees to comply with the requirements as listed in the Assurance of Compliance form "Attachment V", Assurance of Compliance, which is attached here to and by this reference incorporated herein.

10. Independence of Contractor Personnel Action:

The Contractor and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the County of Butte.

11. Licensing or Accreditation:

Where applicable, the Contractor shall maintain the appropriate license or accreditation through the life of this Agreement.

12. Consideration on Termination:

The County may terminate this Agreement and is relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be retained by the County.

13. Program Evaluation and Quality Control:

- a. Contractor shall conduct regular reviews of the quality and utilization of services provided pursuant to this Agreement. Such reviews shall be conducted and documented for each recipient of service at regular intervals during the course of service.
- b. Contractor shall submit activity reports to County concurrent with the billing cycle as outlined in "Attachment IV" or as specified in the Description of Services agreed upon in "Attachment III". Written report(s) shall provide a detailed description of the activities pursuant to this Agreement. Contractor shall include in said report numbers of persons served and numbers of hours of service provided.

14. Assignability of Agreement:

Without the written consent of the County, this Agreement is not assignable by Contractor either in whole or in part.

15. Access to Information and Data:

Without infringing upon the rights of the client/Contractor's confidentially, the County will have access to any file or record kept by the Contractor on any client receiving services within the scope of this Agreement for purposes of data-gathering and analyzing the service given and the overall service results. In addition, in the event the Contractor loses its corporate standing or should decide to discontinue its program, copies of all files and records maintained pursuant to this Agreement will become the property of the County.

16. Subcontract:

Without the written consent of the County, this Agreement may not be subcontracted within whole or in part. Any subcontract entered by the Contractor shall be subject to the applicable requirements of Division 10 of the State Department of Social Services' Manual of Policies and Procedures, and this Agreement. Contractor shall be responsible for performance of any subcontractor.

17. Alterations of Agreement:

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. All modifications are subject to prior approval of the County.

18. Time:

Time is the essence of this agreement.

19. Law Governing Agreement:

This Agreement shall be governed and construed in accordance with all of the laws of the State of California, in addition to any cited herein. Any action regarding the terms of this Agreement or the breach thereof shall be brought and tried in the County of Butte.

20. Affirmative Action:

Contractor certifies that it is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Fair Employment Practices Act and any other Federal or State laws pertaining to equal employment opportunity, and that it shall not discriminate against any employee or applicant on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation of any person in matters pertaining to recruitment, hiring, upgrading, transfer, compensation or termination.

21. The County will take such action with respect to Contractor as the State may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the County becomes involved in, or is threatened with, litigation with the Contractor as a result of such direction by the State, the County may request in writing to the State who, in turn, may request the United States to enter into such litigation to protect the interests of the State and the United States.

22. Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by:

- a. signing the Assurance of Compliance, attached and incorporated herein as "Attachment V", or
- b. Developing a plan for compliance to be submitted to the Section 504 Coordinator, Butte County Department of Employment and Social Services, as soon as possible, but not later than by the end of the Fiscal Year covered by this Agreement.

23. Contractor shall develop, and make known to recipients the procedure for presenting grievances or complaints regarding services. This shall include informing recipients of their rights to a State Hearing.

24. Conflict of Interest:

- a. Contractor and Contractor's employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.
- b. This provision does not run exclusively to County; but rather it expressly also runs to those persons receiving services provided for herein. In the event a potential conflict arises, Contractor shall immediately advise County so that the potential conflict can be eliminated or avoided.

- c. This Agreement is entered into by County upon the express representation that Contractor has no other contracts in effect with County except as described in Exhibit "A", Other County Contracts, which is attached here to and by this reference incorporated herein.
- d. Contractor understands and will adhere to the County's policy that no contracts shall knowingly be issued to any current County employee or his/her immediate family or to any former County employee or his/her immediate family until two years after separation from employment, without notifying the Chief Administrative Officer in writing.

25. Debarment and Suspension Requirements:

For federally funded agreements of any amount, the Contractor certifies that he/she and his/her principals are not debarred or suspended from federal financial assistance programs and activities. Contractors may check the federal General Services Administration Excluded Parties List System, found at <http://www.sam.gov>, which has the most current information about persons who have been excluded or disqualified for participation in federal programs.

EXHIBIT "A"

Acknowledgement of OTHER COUNTY Contracts

List any and all contracts that you have with COUNTY agencies. If none, you must stipulate "none". **This cannot be left blank or omitted from the contract.**

ATTACHMENT II

INSURANCE REQUIREMENTS FOR MOST CONTRACTS *Not for Professional Services or Construction Contracts*

***Please provide a copy of Attachment II to your insurance agent.**

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

- 1) Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & 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 (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
 1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
 2. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits no less than **\$100,000** per person, **\$300,000** each accident, **\$50,000** property damage may be provided in lieu of Commercial Automobile Liability Insurance.
- 3) 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 and disease. *(Not required if Contractor provides written verification he or she has no employees.)*

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1)** The County of Butte, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Commercial Auto policies 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 Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).
- 2)** For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- 3)** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

C. 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.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the County. The County may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

F. VERIFICATION OF COVERAGE: Contractor shall furnish County with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. 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.

G. 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.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements **before** beginning work under this contract.

ATTACHMENT III

DESCRIPTION OF SERVICES

Unless indicated otherwise herein, Contractor shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

Contractor shall provide

It is Contractor's responsibility to remain within the term and amount of the Contract. If the term or the amount is exceeded, Contractor may not be reimbursed.

Maximum amount to be paid for the above-described services are not to exceed the amount identified on the variable information table which matches per "Attachment IV".

ATTACHMENT IV

METHOD AND RATE OF PAYMENT

Rate of Service \$_____ per hour not to exceed \$_____. This amount is also identified in the variable information table on page one of the contract.

County shall make payments to Contractor upon receipt of an approved Butte County Claim Form (mentioned here by reference only), submitted monthly for services provided during the preceding month. The name(s) of client served shall be attached to the claim form, including dates of service and type of service provided.

In order for the Department to complete the billing for the fiscal year, Contractor shall submit an estimated claim form for the month of June by June 15th. Then by July 15th, Contractor shall submit an adjusted claim to reflect the actual claim for services provided in June.

Completed claim forms shall be sent to the Project Manager at the address indicated on page one of this contract in the variable information table.

ATTACHMENT V
ASSURANCE OF COMPLIANCE
WITH
THE BUTTE COUNTY DEPARTMENT OF EMPLOYMENT AND SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY
ASSISTED PROGRAMS

Name of Contractor

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 ©, (h) (1), (l), and (j); California Government Code, Section 4459; Title 22, California Code of Regulations 98000 –98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, physical disability, mental disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief or sexual orientation of any person be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21 will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Signature and Title of Authorized Official Date