

EXHIBIT E

SPECIAL CONDITIONS

1. Past Services Included

The County Board of Supervisors specifically acknowledges that in anticipation of execution of this contract, services within the scope of this contract may have been provided in reliance on assurances that this contract would be entered into. These services may have been rendered from July 1, 2011 to the date the Board of Supervisors executed this contract and which were intended in the best interest of the public's health, safety and welfare. The Board of Supervisors expressly authorizes payment for those services at the same rates and under the same terms and conditions as stated in this contract.

2. Termination for Convenience.

Either party may terminate this contract at any time by giving the other party at least 60 calendar days written notice of termination for convenience ("Notice of Termination for Convenience"). Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the intended date for termination (the "Termination Date"). The terminating party shall deliver to the other party a notice specifying the date upon which such termination will become effective, which shall be at least 60 calendar days after the date of the notice.

Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services that were provided prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination.

Upon the effective date of termination by the County, the County may exclude the Contractor from the site and shall take possession of all of the materials and equipment for which the County has paid any amount to Contractor.

3. Termination for Cause.

a. Either party may terminate the Contract upon not less than ten (10) days advance written notice to the other party whenever such other party is deemed to be in breach or violates the provisions of the Contract by failing, neglecting, or refusing to proceed according to and in full compliance with the Contract provided that such breach is not cured or violation corrected within such ten (10) day period..

b. If the County determines that there has been a material breach of this contract by Contractor that poses a threat to public safety, the County may **immediately** terminate the contract. The following circumstances constitute, but are not limited to, sufficient "cause" for termination by the County of Contractor's services:

- (1) Contractor fails to perform its duties to the satisfaction of the County; or
 - (2) Contractor fails to fulfill in a timely and professional manner its obligations under this contract; or
 - (3) Contractor's agents, employees, or subcontractors, fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; or
 - (4) Any requisite licenses or certifications held by Contractor are not maintained, or are terminated, suspended, reduced, or restricted; or
 - (5) Contractor has not, to the satisfaction of the County, documented or has not sufficiently documented services provided by Contractor, which include without limitation, failure to meet industry standards or failure to satisfy any special requirements needed by third party payors or federal or state funding agencies; or
 - (6) Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's records. This includes interviews or reviews of records in any form of information storage; or
 - (7) Contractor fails to comply with any provision of the Health Agency Compliance Plan and Code of Ethics.
- c. Contractor's obligations to provide services shall automatically terminate on the effective date of termination.
- d. For all other material breaches of this contract, County must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) days from the date of the written notice, County may terminate the contract. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this contract.
- e. In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Contractor. Such costs may include, but are not limited to, costs incurred by County in investigating and communicating with Contractor regarding said breach, including staff time.

Upon termination by the County, the County may exclude the Contractor from the site and shall take possession of all of the materials and equipment for which the County has paid any amount to the Contractor. The Contractor shall be entitled to payment for portions of the work completed prior to termination.

4. Compliance with All Laws.

Contractor agrees to abide by all applicable local, State and Federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder

5. Nondiscrimination.

Contractor agrees that it will abide by all Federal and State labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination

against any employee or applicant for employment because of race, color, religion, sexual orientation, disability or national origin, and those conditions contained in Presidential Executive Order number 11246.

- a. During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, section 12990 et seq.), and the applicable regulations promulgated under California Code of Regulations, title 2, section 7285 et seq. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part of it as if set forth in full.
- c. The Contractor and its subcontractors shall give written notice of the obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- d. The Contractor shall include the nondiscrimination and compliance provisions of this Section 26 in all subcontracts to perform work under the Contract.

6. Americans with Disabilities Act

By signing this Contract, Contractor assures the Court that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 USC Sec. 012101 et. seq.) which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

7. Immigration Reform and Control Act.

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

8. National Labor Relations Board Certification

By executing this Contract, the Contractor certifies under penalty of perjury under the laws of the State of California that it is and has been in full compliance with any applicable orders, rules, and regulations of the National Labor Relations Board.

9. Drug-Free Workplace

The Contractor certifies that it will provide a drug-free workplace as required by Government Code sections 8355 through 8357.

10. Conflict of Interest

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

11. Confidentiality

Contractor will hold all Confidential Information in strict confidence, and will not disclose or reveal to any persons or entities any of the Confidential Information for any purpose, except that Contractor may give Confidential Information to Contractor's employees and permitted subcontractors who have a legitimate "need to know" for the performance of this Contract and who have also executed confidentiality agreements that protect the Confidential Information to the same extent as provided in this Contract. Contractor will not use any of the Confidential Information for any purpose, except as necessary in the ordinary course of performing services under this Contract. "Confidential Information" includes: (i) all Superior Court documents, Court records, case files and any other materials received from the Court, or which Contractor has access to; (ii) any personal information of County or Court personnel; and (iii) any other information relating to the County or the Superior Court's operations. Notwithstanding anything to the contrary, the County will retain all right, title, and interest in and to the Confidential Information. Contractor will immediately notify the County in the event of any unauthorized use or disclosure of the Confidential Information. Upon the termination or expiration of this Contract, and at any time upon the County's request, Contractor will immediately return all Confidential Information within the possession or control of Contractor. Contractor will not destroy any of the Confidential Information unless specifically authorized in writing by the County. Contractor will use the utmost care to ensure the safety and security of the Confidential Information. The foregoing confidentiality obligations will survive the termination or expiration of this Contract. Contractor understands that a breach of the foregoing confidentiality obligations may result in irreparable damage for which no adequate remedy may be available. Accordingly, injunctive or other equitable relief will be a remedy available to the County. All contractors of Contractor will execute a binding written agreement to protect the Confidential Information to at least the same extent as Contractor is required to protect such information under this Contract. Provided, however, the foregoing restrictions shall not apply to information which: (i) is now, or which hereafter, through no act or failure to act on the part of Contractor, becomes within the knowledge of the general public; (ii) is known by Contractor, other than by disclosure by the disclosing party, at the time of receiving such information; (iii) is furnished by others to Contractor without restriction on disclosure; or (iv) is hereafter

furnished to Contractor by a third party as a matter of right and without restriction on disclosure.

12. License Information

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

13. Other Employment

Contractor shall retain the right to provide services at another facility or to operate a separate employment activities; subject, however, to the condition that such other employment shall not conflict with the duties or the time periods within which to perform those duties, described in this Contract.

14. Power to Terminate

Termination of this contract may be effectuated by the Sheriff without the need for action, approval, or ratification by the Board of Supervisors.

15. Amendments without Board Action

The Board of Supervisors delegates to the Sheriff the authority to amend the contract to provide for additional services and increase compensation at the rates listed for each respective service, provided the Sheriff has existing funds to do so, and provided the amendment results in no more than a 10% increase in the contract price. Any amendment made pursuant to a delegation of authority will only be effective if the amendment is memorialized in writing, is approved by County Counsel, and is signed by the Sheriff. Except as expressly provided herein, no contractual provision may be modified under this delegation of authority.

16. Inspection of Records

The Contractor shall permit the authorized representative of the County or its designee or both at any reasonable time to inspect or audit, as well as make copies of, all data and records relating to performance and billing of the County under this Contract. The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Contract.

17. Disentanglement

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

18. Ownership of and Authority to Disclose Records

All reports, information, documents, or any other materials prepared by Contractor under this Contract are the property of the County unless otherwise provided herein. Such reports, information, documents and other materials shall not be disclosed by Contractor without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the information requested. County shall make sole decision whether and how to release information according to law. Upon the County's written request, the Contractor shall provide the County with all these materials within thirty (30) calendar days. However, the Contractor shall retain any intellectual property rights in its preexisting materials, systems, and documents.

19. Limitation on Publication

The Contractor shall not post, publish or submit for publication any article or other writing relating to the Contractor's services for the County or this Contract without prior review and written permission by the County.