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

This Contract, entered into on _____, by and between the Children and Families Commission of San Luis Obispo County, a political subdivision of the State of California, pursuant to Health and Safety Code section 130140.1 ("the Commission"), whose address is 3220 South Higuera Suite 232, San Luis Obispo, CA 93401 and the San Luis Obispo County Health Agency, Public Health Department, ("the Contractor"), for the benefit of the BABES breastfeeding support program.

WITNESSETH

WHEREAS, the Commission is a statutory Commission that was established in the County of San Luis Obispo pursuant to the provisions of Division 108 of the California Health and Safety Code, commencing at the California Health and Safety Code Section 103100 ("the Children and Families Act"); and

WHEREAS, the Commission has adopted a county strategic plan ("the Strategic Plan") for fostering early childhood development within San Luis Obispo County as required by, and in accordance with, the requirements of the Children and Families Act; and

WHEREAS, the Commission receives regular allocations of funds pursuant to the Children and Families Act of 1998, which must be used to implement the Strategic plan; and

WHEREAS, the Commission desires to provide funding for Countywide oral health coordination services to children age 0-5 and their parents, said services subject to the terms and conditions specified herein; and

WHEREAS, the Contractor desires to carry out said services subject to the terms and conditions specified herein;

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties agree as follows:

GUIDING PRINCIPLES

The Children and Family Commission of San Luis Obispo County has committed to bring programs together to provide high quality, outcome-based, integrated services to families in San Luis Obispo County. The Commission's decision-making is guided by standards expected of itself and its Contractors. While each may find different ways to implement depending upon its specific Scope of Services, Contractor shall carry out this contract with regard to the following Commission guiding principles:

Recognize throughout its endeavors the value and respect due to children as individual human beings, and embrace a comprehensive view of child development that encompasses physicality, cognition, behavior, social interaction, and emotions.

Reduce the effects of adverse health risks such as secondhand smoke, other substance abuse and family violence on infants and young children.

Respect the cultural diversity among us.

Support access to services for all families in an environment of support and respect.

TERMS AND OBLIGATIONS

1. Scope of Service. The Contractor agrees to provide the Scope of Services set out in Exhibit A and Exhibit A-1 attached hereto and made a part thereof by this reference.

2. Compensation and Billing. Contractor shall be compensated by the Commission for performing said services in accordance with Exhibit B and Exhibit B-1 attached hereto and incorporated herein by reference.

3. Effective Date and Duration. The effective date and duration of this Contract shall be as specified on Exhibit C, attached hereto and incorporated herein by reference.

4. General Conditions. Commission and the Contactor shall comply with all applicable provisions of the General Conditions, attached hereto as Exhibit D and incorporated herein by reference.

5. Special Conditions. Commission and the Contractor shall comply with the Special Conditions attached hereto as Exhibit E and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first set forth herein.

Concurred in by the Executive Director of the Children and Families Commission of San Luis Obispo County:

Susan K. Hughes, Executive Director — Date: 7/25/11

CHILDREN AND FAMILIES COMMISSION OF SAN LUIS OBISPO COUNTY

By: Julian Crocker, Chairperson — Date: 6/22/11

Authorized by Commission Action on: June 22, 2011.

APPROVED AS TO FORM AND LEGAL EFFECT BY LEGAL COUNSEL FOR THE COMMISSION:

Patricia Gomez, Esq.,

By: Patricia Gomez, Counsel for Commission — Date: 7/25/11

WARREN R. JENSEN
COUNTY COUNSEL

By: Deputy County Counsel — Date: 8/12/11

COUNTY OF SAN LUIS OBISPO,
A Public Entity in the State of California

By: Chairman, Board of Supervisors — Date: _____

ATTEST

By: _____
County Clerk and Ex-Officio Clerk
of the Board of Supervisors

Initials Contractor _____ Commission: JW

EXHIBIT A

SCOPE OF SERVICES

1. Record keeping and reporting of services

Contractor shall:

a. Keep complete and accurate records for each client treated pursuant to this Contract, which shall include, but not be limited to, performance measures, evaluation studies and records of services provided by various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services without prior notice. Such records shall comply with all applicable Federal, State, and County record maintenance requirements.

b. Shall submit quarterly program/service reports as described further in Exhibit A-1 for the immediately preceding quarter by:

October 31, 2011	October 31, 2012	October 31, 2013
January 31, 2012	January 31, 2013	January 31, 2014
April 30, 2012	April 30, 2013	April 30, 2014
July 31, 2012	July 31, 2013	July 31, 2014

c. Submit to the Commission a copy of its annual financial audit of its financial statements prepared in the regular course of business within 3 months after completion of the audit.

d. These reporting requirements are an integral part of the scope of services funded by this contract. Failure to perform shall be considered a material breach; may delay payment of compensation pursuant to Exhibit B.1.d.; and can be cause for Termination for Cause pursuant to Exhibit E.5.a.

2. Program Services

a. Contractor shall provide breastfeeding support services to children age 0-5 as specifically set out in Exhibit A-1 which is attached and incorporated herein by reference.

b. Towards the advancement of a Commission's prioritized activity to advocate for and support broad-based social norm change policies in regards to children's physical fitness and proper nutrition, contractor shall:

i. Perform contracted services in an environment that (a) is 100% tobacco free, indoors and outdoors; and (b) include a suitable location for mothers to breastfeed their children.

ii. Promote physical health, oral health and obesity prevention by: (a) encouraging and serving healthy foods and age appropriate portion sizes; (b) encouraging regular physical activity; and (c) eliminating the use of soda, punch, juice "drinks", and other sugar sweetened beverages.

EXHIBIT A-1

BABES Scope of Work

Objectives /Activities /Evaluation	Timeline	Tracking Measures Evaluation Tools & Reports	Person Responsible
1. Objective: By June 30, 2014 to provide breastfeeding education and support at five satellite WIC clinics for at least 700 unduplicated breastfeeding mothers, annually. **A. Activities** 1.1 Develop and maintain contract with French Hospital Medical Center to employ the IBCLC. 1.1.1 Coordinate scheduling. 1.1.2 Maintain 1.2 The International Board Certified Lactation Consultant (IBCLC) will provide lactation consultation services weekly at satellite WIC offices located in Grover Beach, Morro Bay, Nipomo, Paso Robles, and SLO. 1.3 Services will include, infant weight checks, nursing and latch-on assessments, monitoring of milk supply, reassurance for mothers, education/distribution of electric breast pumps, responding to breastfeeding related calls during normal WIC business hours, perform prenatal breast assessments (as time permits), etc.	1.1 to 1.3 Ongoing	• Documentation of activities • Contact log	WIC Program Director & Lactation Consultant (All)

EXHIBIT A-1

Objectives /Activities /Evaluation	Timeline	Tracking Measures Evaluation Tools & Reports	Person Responsible
B. Evaluation Activities: Data Collection 1e Breastfeeding activities at satellite WIC clinics will be evaluated through: 1.1e Quantitative data to include: unduplicated number of women (new prenatal and new breastfeeding) served by satellite clinic, and total women served by clinic, types of services provided, and total service contacts. 1.2 e Qualitative data to include: participant satisfaction results; and anecdotal accounts of successes, barriers, etc. 1.3 e Complete First 5 Client Data Collection Tool. 1.4e Complete Milestones Report. 1.5e Administer First 5 Participant Satisfaction Survey and submit results.	Quarterly Reports	• Tracking Measures (listed above) • First 5 Client Data Collection Tool • Milestones Report • First 5 Participant Satisfaction Survey and Data	WIC Program Director & Lactation Consultant (All)

EXHIBIT B

COMPENSATION AND BILLING

1. **Compensation**. Commission shall pay to Contractor as compensation for all services performed by Contractor pursuant to this Contract, the following sums in the following manner:

   a. The total payable under the terms of this agreement shall not exceed $258,219 (Two hundred fifty-eight thousand two hundred nineteen dollars) pursuant to the project budget and budget narrative in Exhibit B-1, which is incorporated herein by reference.

   b. Contractor shall be reimbursed for all costs necessary and reasonable for performance of the obligations of the contract as established by the budget and budget narrative, Exhibit B-1. Any costs incurred by the Contractor over and above the sums set out in the budget shall be at the sole risk and expense of the Contractor.

   c. Contractor shall submit a request for payment of costs and actual expenses at least quarterly using a First 5 Program Invoice form, which Commission shall provide to Contractor, and must provide documentation verifying actual expenses incurred for which reimbursement is sought.

   d. The compensation shall be paid within thirty (30) days after the receipt of the properly completed First 5 Program Invoice and all documentation verifying expenses from Contractor. First 5 reserves the right to withhold compensation for Contractor's failure to timely submit the quarterly program/services report for the quarter for which compensation is sought.

2. **Budget Adjustments**.

   a. First 5 Executive Director (Director) must approve and execute amendments for budget adjustments to reallocate funds among budget categories contained in Exhibit B-1. Requests for budget adjustments must be in writing with a showing of good cause that advances the overall purpose of the contract.

   b. The Commission expressly grants to the Director the authority to approve said budget adjustments provided the change does not increase the maximum compensation of this contract or create any other obligation on the Commission under this contract.

   c. Contractor must promptly give prior written notice to Director of proposed budget adjustments to reallocate funds among line items within budget categories contained in Exhibit B-1.

Contract for Services Between First 5 San Luis Obispo County Commission and SLO County Health Agency, Public Health Department-WIC BABES Program
Fiscal Period July 1, 2011-June 30, 2014

EXHIBIT B-1

BUDGET

July 1, 2011 - June 30, 2014

Item	Budget Request* July 1, 2011- June 30, 2012	Budget Request** July 1, 2012- June 30, 2013	Budget Request*** July 1, 2013- June 30, 2014	Total
I. PERSONNEL				
				0
Subtotal Personnel	**0**	**0**	**0**	0
II. OPERATING				
				0
Subtotal Operating Expenses	**0**	**0**	**0**	0
III. INDIRECT				
% of Personnel				0
IV. OTHER (Please List)				
Subcontract with French Hospital				
Bilingual Lactation Consultant (.5 FTE)	54,288	54,288	54,288	162,864
Benefits @ 30%	16,286	16,286	16,286	48,858
Mileage	3,024	3,024	3,024	9,072
Indirect @ 22.98%	12,475	12,475	12,475	37,425
Subtotal Other	**86,073**	**86,073**	**86,073**	**258,219**
TOTAL BUDGET	**$86,073**	**$86,073**	**$86,073**	**$258,219**

*FY 2011-2012 BABES services are fully funded in year 1.

** FY 2012-2013 The actual costs of the BABES services in year 2 are anticipated to be $90,273. The $4,200 funding deficit is anticipated to be covered by Cen Cal reimbursements which are estimated at $4,800 annually.

*** FY 2013-2014 The actual costs of BABES services in year 3 are anticipated to be $92,892. The $6,819 funding deficit is anticipated to be covered by Cen-Cal reimbursements which are estimated at $4,800 annually and the WIC Program Breastfeeding Peer Counseling grant.

EXHIBIT B-1
Budget Narrative

PERSONNEL: $0

OPERATING: $0

INDIRECT:

OTHER: $258,219

Subcontract with French Hospital Medical Center for 50% of 1 FTE of a bilingual International Board Certified Lactation Consultant (IBCLC). WIC funding will cover the other 50% of position. Includes benefits and mileage.

EXHIBIT C

EFFECTIVE DATE AND DURATION

1. **Effective Date**. The effective date of this contract is the date the last party signs this contract. All obligations imposed on both parties shall be binding on both parties commencing on the effective date and shall remain in effect until satisfied by performance.

2. **Term**. Unless terminated earlier, pursuant to the provisions of this contract, the term of this contract shall be from its effective date until June 30, 2014.

EXHIBIT D

GENERAL CONDITIONS

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

2. **Warranty of Contractor for Provision of Services**. The Contractor warrants that Contractor has obtained and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in the Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed under the local, State and Federal laws and regulations applicable to the provision of services herein.

3. **Warranty of Contractor re Compliance with all Laws**. The Contractor warrants that Contractor shall keep informed of, observe, comply with, and cause all of its agents and personnel to observe and comply with all Federal, State, and local laws and rules and regulations made pursuant to such laws, which in any way affect the conduct of work under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the Contractor shall immediately notify the Commission in writing.

4. **Power and Authority of Contractor**. If the Contractor is a corporation, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation in good standing in the state of incorporation and authorized to transact business in the State of California.

5. **Non-Assignment of Contract**. Contractor shall not delegate, assign, or otherwise transfer in whole or in part its rights or obligations under this contract without the prior written consent of Commission. Any such assignment, transfer, or delegation without the Commission's prior written consent shall be null and void.

6. **Entire Agreement and Modifications**. This Contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this contract, Contractor relies solely upon the provisions contained in this Contract and no others.

7. **Governing Law**. This Contract shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions.

8. **Waiver**. No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

9. **Severability**. The Contractor agrees that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this contract so as to affect the original intent of the parties as closely as possible.

10. **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.

11. **Notices**. All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered (a) personally; (b) mailed by registered or certified mail (postage paid, return receipt requested); (c) sent by a nationally recognized overnight courier (providing proof of delivery); or (d) sent by facsimile to the parties as follows:

To the Contractor at:

San Luis Obispo County Health Agency – WIC BABES Program
2180 Johnson Ave.
San Luis Obispo, CA 93401
Fax: 805-781-1217

To the Commission at:

Susan Hughes, Executive Director
Children and Families Commission of San Luis Obispo County
3220 South Higuera, Suite 232
San Luis Obispo, CA 93401
Fax: 805-788-2365

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery, facsimile transmission with confirmation retained, and mail, with return receipt, on the date of such delivery; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent.

12. **Inspection Rights**. Upon reasonable request, the Contractor shall allow the Commission to evaluate the quality, appropriateness, and timeliness of services performed under this Contract and to inspect, evaluate and audit books, records, and facilities maintained by

Contractor and subcontractors pertaining to such services. Books and records include, without limitation, all physical records originated or prepared in the performance of this Contract including work papers, reports, financial records and books of account. Upon reasonable request, at any time during the period of this Contract, and for a period of five years thereafter, the Contractor shall furnish any such records, or copy thereof, to Commission.

14. **Signatory authority.** Contractor warrants that it has full power and authority to enter into and perform this Contract, and the person signing this Contract warrants that he/she has been properly authorized and empowered to enter into this Contract.

15. **Indemnification**. Contractor agrees to accept responsibility for loss or damage to any person or entity, and shall defend, indemnify and hold harmless the Commission, its officers and employees from any and all claims and demands, damages, costs, expenses, judgments, attorney fees or liability that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder.

The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses are brought about in part by the comparative passive negligence of the Commission, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the Commission, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, including, but not limited to the following:

a. Violation of statue, ordinance, or regulation.
b. Professional malpractice.
c. Willful, intentional or other wrongful acts, or failures to act.
d. Negligence or recklessness.
e. Furnishing of defective or dangerous products.
f. Premises liability.
g. Strict liability.
h. Inverse condemnation.
i. Violation of civil rights.
j. Violation of any federal or state statue, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board, or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the Commission the fullest indemnification, defense, and hold harmless any rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

16. **Insurance**. Contractor shall procure the following required insurance coverage at its sole cost and expense and maintain in full force and effect for the period covered by this

Contract. All insurance coverage are to be placed with insurers which (1) have a Best's rating of no less than B+VIII, and (2) are admitted insurance companies in the State of California.

a. Comprehensive General Liability Contractor shall maintain in full force and effect, for the period covered by this Contract, Comprehensive General Liability insurance with the following coverage.

(i) Personal Injury and Bodily Injury, including death resulting therefrom.

(ii) Property Damage.

(iii) Automobile coverage which shall include owned and non-owned vehicles. The amount of insurance shall not be less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, property damage, and automobile coverage in the total amount of One Million ($1,000,000.00) dollars.

The following coverage must be provided:

(1) If the insurance policy covers an "accident" basis, it must be changed to "occurrence".

(2) The policy must cover personal injury as well as bodily injury.

(3) The policy must contain a severability of interest clause or endorsement.

(4) The Children and Families Commission, its officers, employees and agents shall be named as additional insured under the Comprehensive General Liability portion of the insurance policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the Commission, whether commercial or self-insurance will be called upon to contribute to a loss hereunder.

(5) Self-insurance can be substituted for a commercial policy, the same provisions shall apply.

b. Worker's Compensation Insurance In accordance with the provisions of Labor Code Section 3700, Contractor, if Contractor has any employees, is required to be insured against liability for Workers' Compensation or to undertake self-insurance, Contractor agrees to comply with such provisions before commencing the performance of the work of this Contract.

c. The following requirements apply to all insurance to be provided by Contractor:

(i) A certificate of insurance shall be furnished to the Commission prior to commencement of work. Upon request by the Commission, Contractor shall provide a certified copy of any insurance policy to the Commission within ten (10) working days.

(ii) The provider of insurance policies shall affirm in writing that the policies cannot be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the Commission.

(iii) Approval of the insurance by Commission shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operations pursuant to this contract.

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

18. **Fiscal Records**. Contractor shall maintain accurate fiscal records pertaining to services performed under this Contract. Such fiscal records shall be open for inspection to Commission auditors at any reasonable time and will reflect cost accounting that conforms to generally accepted accounting procedures which clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs.
Contractor shall maintain such records and accounts for a minimum of five years, or in the case of an audit, until audit findings are resolved, whichever is later.

19. **Commission Audits/Scope**. Commission may audit Contractor's fiscal records relating to services performed under this Contract, at Contractor's expense, at any time with fourteen (14) day advance written notice. Commission audits shall be conducted in accordance with generally accepted audit standards and limited to matters connected with the performance of the Contract, which includes without limitation, verification that services billed by the Contractor were actually provided. Contractor shall provide Commission with on-site access to all reasonable documents, records, and other supporting information for billing and services under this Contract. Disallowed costs shall be repaid to the Commission.

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

22. **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 Commission relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code section 87100 et. seq. during the term of this Contract.

23. **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.

24. **Third Party Beneficiaries**. It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement, shall be strictly reserved to Commission and Contractor. Nothing contained in this contract shall give or allow and claim or right of action whatsoever by any other third person.

EXHIBIT E

SPECIAL CONDITIONS

1. **Availability of Funds**. This contract is valid only if sufficient funds are made available to the Commission from the State of California through funding pursuant to the Children and Families Act. Should the Commission's funding be insufficient to provide funding for this contract, the Commission may, in its sole discretion, reduce or eliminate funding for this contract. Where possible, the Commission shall make only prospective funding changes.

2. **Past Services Included**. It is expressly understood that this contract covers services provided from July 1, 2011-June 30, 2014, a portion of which may have been provided before the date of execution of this contract and which were intended in the best interest of the public health and welfare. The Commission expressly authorizes payment for those services at the same rates and under the same terms and conditions as stated in this contract

3. **Warranty of Contractor re Facilities**. Contractor shall obtain and maintain for the duration of this Contract, appropriate licenses, permits and certificates required by all local State and Federal mandates applicable to the facilities used for performance of this Contract.

4. **Termination for Cause**.

   a. If the Commission determines that there has been a material breach of this Contract by Contractor which poses a threat to health and safety, the Commission may immediately terminate the Contract. In addition, if any of the following occur, Commission shall have the right to terminate this Contract effective immediately upon giving written notice to the Contractor:
      - i) Contractor fails to perform its duties obligations under this Contract; or
      - ii) Contractor fails to fulfill in a timely and professional manner its obligations under this Contract; or
      - iii) Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the Commission; or
      - iv) Any requisite licenses or certifications required for the performance of this Contract and held by Contractor are terminated, suspended, reduced, or restricted; or
      - v) Contractor has not documented services, or has not sufficiently documented services to the satisfaction of the Commission. This includes without limitation, failure to meet industry standards or failure to satisfy any special requirements of documentation needed by third party payors or Federal or State funding agencies; or
      - vi) Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or Commission's use of Contractor's program. This includes interviews or reviews of records in any form of information storage.

b. All obligations to provide services shall automatically terminate on the effective date of termination.

c. For all other material breaches of this Contract, Commission must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within 10 (ten) days from the date of the written notice, Commission may immediately terminate the Contract, upon written notice. Contractor shall thereafter have no further rights, powers, or privileges against Commission under or arising out of this Contract.

d. In the event a breach does not result in termination, but does result in costs being incurred by Commission, said costs shall be charged to and paid by Contractor, which costs may include, but are not limited to, costs incurred by Commission in investigating and communicating with Contractor regarding said breach, including staff time.

5. **Termination for Convenience**. Either party may terminate this Contract at any time by giving to the other party 60 (sixty) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

6. **No Discrimination In Level Of Services**. As a condition for reimbursement, Contractor shall provide to and ensure that clients served under this Contract receive the same level of services as provided to all other clients served regardless of status or source of funding.

7. **Accounting for Travel and Lodging**. In the event that the scope of services expressly contemplates payment for travel and lodging, these costs must be reasonable and in no event shall exceed levels allowed for First 5 San Luis Obispo County employees on official business, unless otherwise provided for in this contract.

8. **Gifts**. Gifts may not be charged to this Contract, whether to Contractor staff or anyone else. However, incentive items for youth clients used in a clinical behavioral modification program are allowed with clinical documentation and compliance with established Commission procedures.

9. **Billing Irregularities**. If Contractor bills Commission for any services or amount of services that were not actually provided, Contractor shall be responsible for reimbursing the Commission in full. More than five (5) instances of erroneous billing per calendar year shall be grounds for termination of the Contract for cause. Further, the Commission's right to reimbursement shall extend for a period of three (3) years after the services are rendered or any audit discovers the erroneous billing, whichever is later but not to exceed a period of seven (7) years from the termination date of this Contract or any amendment thereto. For any single error in excess of five hundred ($500.00) dollars or any cumulative error in excess of one thousand ($1,000.00) dollars per year the Commission will be entitled to the legal rate of interest on the over charged amount from the date of the billing.

10. **Amendments without Board Action.**
The Board of Supervisors delegates to the Health Agency Director the authority to enter into amendments of this contract providing for modification in services and/or compensation, provided the total amount of increase or decrease of compensation to Contractor does not exceed the lesser of the following amounts: ten percent (10%) of the contract total or twenty-five thousand dollars ($25,000.00).

Any amendment made pursuant to a delegation of authority will only be effective if, prior to the commencement of its terms, the amendment is memorialized in writing, is approved by County Counsel, and is signed by the Health Agency Director.

Except as expressly provided herein, no contractual provision may be modified under this delegation of authority.

Notwithstanding the forgoing, First Five reserves the right to require approval of the Board of Supervisors of any amendment of this contract.