CONTRACT FOR SPECIAL SERVICES
The Fehling Group

This Contract for Special Services is entered into by and between the County of San Luis Obispo, a public entity and legal subdivision of the State of California (hereafter referred to as "County") and The Fehling Group, LLC a Nevada limited liability company (hereafter referred to as "Contractor").

WHEREAS, the County is responsible for protecting public health from the effects of properties contaminated with hazardous materials/waste within the County; and

WHEREAS, the County has a need for special services and advice with respect to providing oversight and review of human health risk assessments; and

WHEREAS, the County has not previously used County Civil Service or other contract employees to provide the services herein described; and

WHEREAS, Contractor warrants that it is specially trained, experienced, expert, and competent to perform such special services.

NOW THEREFORE, in consideration of the promises, obligations, and covenants contained herein, the parties agree as follows:

1. Scope of Services. Contractor agrees to provide the Scope of Services set forth in Exhibit A attached hereto and incorporated herein by this reference.

2. Compensation and Billing for Services. Contractor shall be compensated by County for performing said services in accordance with Exhibit B attached hereto and incorporated herein by this reference.

3. Term of Contract. The effective date and duration of this Contract shall be as specified in Exhibit C attached hereto and incorporated herein by this reference.

4. General Conditions. Contractor and County shall comply with all applicable provisions of the General Conditions attached hereto as Exhibit D and incorporated herein by this reference.

5. Special Conditions. Contractor and County shall comply with all applicable provisions of the Special Conditions attached hereto as Exhibit E and incorporated herein by this reference.

IN WITNESS WHEREOF, County and Contractor have executed this Contract on the dates set forth below.

CONTRACTOR:
The Fehling Group, LLC
A Nevada Limited Liability Company

Tax ID: Held in Confidential File

By: _____ Date: May 14, 2014

Printed Name: Kurt Fehling Title: President

COUNTY:

By: _____ Date: _____
Chairperson of the Board of Supervisors

ATTEST:

By: _____
Tommy Gong
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT
RITA L. NEAL
County Counsel

By: _____ Date: May 11, 2016
Deputy County Counsel

EXHIBIT A – INDEPENDENT CONTRACTOR SCOPE OF SERVICES

1. Scope of Services.

Contractor shall review risk-based site characterization work plans and site characterization reports. These work plans and reports will be reviewed by appropriate project staff and Contractor shall provide written comments to the Environmental Health Services Division based on the following review components:

A. Purpose and objective of the environmental sampling and analysis
B. Incorporation of the conceptual site model in the sampling strategy
C. Data quality objectives and data usability criteria for health risk assessments
D. Data adequacy/data gap analysis.

Contractor shall present comments as explicitly as possible to ensure that all comments are successfully addressed.

Contractor shall review health risk assessment work plans. Contractor shall technically review each component of the health risk assessment work plan in accordance with the USEPA's Health Risk Assessment Reviewers Checklist and Cal-EPA Guidance as follows:

A. Analysis of site data used in health risk assessment – Contractor shall review all site data in the health risk assessment to ensure that the data needs for risk assessment are met.
B. Conceptual site model – Contractor shall evaluate the conceptual site model for thoroughness and relevance to the site.
C. Identification of chemicals of potential concern – Contractor shall evaluate the selection criteria used to identify the chemicals of potential concern to ensure consistency with USEPA and CalEPA risk assessment guidance.
D. Exposure Assessment – Contractor shall evaluate each exposure assessment component for conformity with USEPA and CalEPA risk assessment guidance criteria.
E. Toxicity Assessment – Contractor shall assess the Cal-EPA and OEHHA Toxicity Criteria Database and the USEPA Integrated Risk Information System to ensure that current toxicity criteria are listed for each chemical of potential concern.
F. Risk Characterization – Contractor shall evaluate proposed methods for characterizing cancer and non cancer risk in accordance with relevant USEPA, Cal-EPA and other relevant guidance.
G. Technical Memorandum – Contractor shall provide a technical memorandum on the health risk assessment work plan and submit it to the Environmental Health Services Division.

Assistance with Risk Management Decisions and Risk Communications

A. When requested, Contractor shall assist the Environmental Health Services Division in making risk management decisions and risk communications that are

based on the results of the health risk assessment and other site-specific considerations, in accordance with USEPA, Cal-EPA and other relevant guidance documents.

B. When requested, Contractor shall participate in meetings with the Environmental Health Services Division and other responsible parties.

Work Request Estimate

Prior to commencing any of the Services described herein, the Contractor shall provide to the County a time and materials cost estimate, including timelines for completing the Services requested. The County will notify Contractor:

A. Of written approval to commence the Services, or
B. If the original estimate is not approved, Contractor shall revise the cost estimate and deadline for completing the Services and resubmit it to the County. The Contractor shall not commence the Services until the updated submission is approved in writing by the Environmental Health Services Division. Any such approved submission shall become a part of this Contract.
C. Completion of the Services is anticipated within 30 to 45 days from the original approval date. Longer time lines and completion dates may be approved on a case-by-case basis by the Environmental Health Services Division.

EXHIBIT B – INDEPENDENT CONTRACTOR COMPENSATION AND BILLING FOR SERVICES

1. Compensation.

Payment for services performed by Contractor pursuant to this Contract, shall be at the hourly rates listed in the Schedule of Fees not to exceed $100,000 for fiscal year 2016-2017 which includes compensation for pre-authorized travel related to the performance of Contractor's duties. County shall pay contractor within thirty (30) calendar days from the date invoice was received from County for all work satisfactorily performed.

Schedule of Fees

Title	Hourly Rate
Principal Statistician	$190
Principal Scientist/Toxicologist/Hydrogeologist	$175
Senior Scientist/ Toxicologist/ Statistician	$150
Scientist/ Toxicologist/ Statistician	$140
Drafting	$100
Administrative	$50

2. Billing.

Contractor shall submit an itemized invoice no later than the thirtieth (30th) day of each month for all services performed during the previous calendar month. The County shall pay all undisputed items per the approved budget within thirty (30) days of the receipt of each invoice. In the event of the termination of this Contract, the last invoice shall be submitted no later than the month following the date of termination. If the County does not receive a billing on or before the deadline date, Contractor waives any claims that were not timely submitted. If the County disputes any billing item, County shall withhold the disputed amount until the dispute is finally resolved. The monthly billing shall follow the format determined by the County and shall include documentation specific to Contractor's Scope of Services.

3. Use of Funds.

Contractor shall not claim reimbursement from the County or apply sums received from County to any portion of Contractor's obligations that have been paid or funded from another source.

EXHIBIT C – INDEPENDENT CONTRACTOR
TERM OF CONTRACT

1. **Effective Date.**
   The effective date of this Contract is July 1, 2016. The County shall be the last to sign this Contract and any amendments thereto. 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, 2017.

3. **Renewal.**
   Except as otherwise provided below, this Contract may be renewed for four successive one year terms immediately following the initial term, subject to the same Contract provisions.

4. **Delegation of Authority to Renew.**
   The Board of Supervisors expressly delegates to the Health Agency Director the authority to renew this Contract on the same terms and conditions stated herein, contingent on prior funding approval. In no event shall this Contract be extended beyond July 1, 2021.

EXHIBIT D – INDEPENDENT CONTRACTOR GENERAL CONDITIONS

1. **Independent Contractor.**
Contractor shall be deemed to be an independent contractor of County. 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 County to exercise direction 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. **No Eligibility for Fringe Benefits.**
Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

3. **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 this 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 Federal, State, and Local laws and regulations applicable to the provision of services herein.

4. **Warranty of Contractor – Compliance with all Laws.**
The Contractor warrants that Contractor shall keep informed of, observe, and 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 County in writing.

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

6. **Non-Assignment of Contract.**
Inasmuch as this Contract is intended to secure the specialized services of the Contractor, 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 County. Any such assignment, transfer, or delegation without the County's prior written consent shall be null and void.

7. 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.

8. Governing Law and Venue.

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. All parties' rights and obligations created hereunder shall be performed in the County of San Luis Obispo, State of California and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this Contract.

9. 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.

10. 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 effectuate the original intent of the parties as closely as possible.

11. 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.

12. Notices.

All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the parties at the following addresses, or sent by electronic transmission to the following facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

Jeff Hamm, Health Agency Director
Health Agency
County of San Luis Obispo
2180 Johnson Avenue
Health Campus, 2nd Floor
San Luis Obispo, CA 93401
Fax: (805) 781-1273

And to Contractor at:

The Fehling Group, LLC
Kurt A. Fehling, President
748 South Meadows Parkway, Suite A9-132
Reno, NV 89521
Fax: (415) 520-0859

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; (3) in the case of mailing, on the third business day following posting.

13. Inspection Rights.

The Contractor shall allow the County to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract and to inspect, evaluate and audit any and all books, records and facilities maintained by Contractor and subcontractors, pertaining to such service at any time during normal business hours. Books and records include, without limitation, all physical records originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records and books of account. Upon request, at any time during the period of this Contract, and for a period of five years, thereafter, the Contractor shall furnish any such record, or copy thereof, to County.

14. Headings.

The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

15. 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 or she has been properly authorized and empowered to enter into this Contract.

16. Indemnification.

Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims or

losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

17. Insurance.

Contractor, at its sole cost, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, an A.M. Best & Co. rating of A:VII or above, unless an exception is granted by the County Risk Manager, and be authorized to do business in the State of California. Further, all policies shall be maintained for the full term of this Contract and related warranty period if applicable.

A. Scope and Limits of Required Insurance Policies

i. **Commercial General Liability**. The policy shall include coverage at least as broad as set forth in Insurance Services Office Commercial General Liability Coverage (CG 00 01) with policy limits of not less than one million dollars ($1,000,000) combined single limit per occurrence. The policy shall be endorsed with the following specific language or contain equivalent language in the policy:

(a) The County of San Luis Obispo, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Contract.

(b) The insurance provided herein shall be considered primary coverage to the County of San Luis Obispo with respect to any insurance or self-insured retention maintained by the County. Further, the County's insurance shall be considered excess insurance only and shall not be called upon to contribute to this insurance.

(c) The policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of San Luis Obispo.

ii. **Business Automobile Policy**. The policy shall include coverage at least as broad as set forth in the liability section of Insurance Services Office Business Auto Coverage (CA 00 01) with policy limits of no less than one million dollars ($1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, non-owned, and hired vehicles. The policy shall be endorsed with the following specific language or contain equivalent language in the policy:

(a) The County of San Luis Obispo, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Contract.

(b) The policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of San Luis Obispo.

iii. **Workers' Compensation/Employer's Liability Insurance**.

(a) Workers' compensation policy shall provide statutory limits as required by the State of California. The policy shall be endorsed with the following specific language or contain equivalent language in the policy:

1. Contractor and its insurer shall waive all rights of subrogation against the County of San Luis Obispo, its officers and employees for workers' compensation losses arising out of this Contract.
2. The policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of San Luis Obispo.

(b) Employer's liability policy shall provide one million dollars ($1,000,000) per accident for bodily injury or disease.

iv. **Professional Liability Insurance.** This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of no less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate or claim including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Contract and for two (2) years thereafter with respect to incidents which occur during the performance of this Contract). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

B. Deductibles and Self-Insurance Retentions.

All deductibles and self-insured retentions which apply to the insurance policies required herein will be declared in writing and approved by the County prior to commencement of services under this Contract.

C. Documentation.

Prior to commencement of work and annually thereafter for the term of this Contract, Contractor will provide to the County of San Luis Obispo properly executed certificates of insurance clearly evidencing the coverage, limits, and endorsements specified in this Contract. Further, at the County's request, the Contractor shall provide copies of endorsements and certified copies of the insurance policies within thirty (30) days of request.

D. Absence of Insurance Coverage.

County may direct Contractor to immediately cease all activities with respect to this Contract if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage levels at or above the limits specified in this Contract. Any delays or expense due to stopping of work and change of insurance shall be considered Contractor's delay and expense

18. Non-appropriation of Funds.

In the event that the term of this Contract extends into fiscal years subsequent to that in which it was approved, continuation of the Contract is contingent on the appropriation of funds by the San Luis Obispo County Board of Supervisors or, if applicable, the provision of a State or Federal funding source. If County notifies Contractor in writing that the funds for this Contract have not been appropriated or provided, this Contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provision of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either cancel this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount.

19. Force Majeure.

Neither the County 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, state or other governmental bodies; any laws or regulations of such municipal, federal, state 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.

20. Fiscal Records.

Contractor shall maintain accurate fiscal records pertaining to services performed under this Contract. Such fiscal records shall be open for inspection to County Auditors at any reasonable time and will reflect cost accounting that conforms to generally accepted accounting procedures. 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.

21. Fiscal Controls.

Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the Auditor-Controller Contract Accounting and Administration Handbook (Handbook) which contains the minimum required procedures and controls that must be employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. The Handbook may be modified from time to time and Contractor shall comply with modifications from and after the date modified. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this Contract, unless otherwise agreed upon in writing by County.

i. The Handbook is available at http://www.slocounty.ca.gov/AC/, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo CA, 93408,
ii. The Office of Management and Budget (OMB) circulars are available at http://www.whitehouse.gov/omb/circulars.

22. County Audit.

County may audit Contractor's fiscal records under this Contract at any time with fourteen (14) days advance written notice. County audits shall be conducted in accordance with generally accepted audit standards, which includes without limitation, verification that services billed by the Contractor were actually provided to County. Contractor shall provide County with on-site access to all reasonable documents, records and other supporting information for billing and services under this Contract.

23. State Audit.

Pursuant to California Government Code Section 8546.7, every County 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 this Contract. Contractor shall permit the State Auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit.

24. Nondisclosure.

All reports, information, documents, or any other materials prepared by Contractor under this Contract are the property of the County unless otherwise provided herein. Contractor shall not disclose such reports, information, documents and other materials 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 the sole decision about whether and how to release information according to the law.

25. Conflict of Interest.

Contractor acknowledge that Contractor is aware of and understands the provisions of Government Code Sections 1090, et seq., and 87100 et seq. which relate to conflicts 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.

26. 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.

27. 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 County and Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person.

28. Tax Information Reporting.

Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.

EXHIBIT E – INDEPENDENT CONTRACTOR SPECIAL CONDITIONS

1. Termination for Convenience.

Either party may terminate this Contract at any time by giving the other party at least thirty (30) calendar day's 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 thirty (30) 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. After receiving a Notice of Termination for Convenience, Contractor shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts.

2. Termination for Cause.

a. If the County determines that there has been a material breach of this Contract by Contractor that poses a threat to health and safety, the County may immediately terminate this Contract. In addition, if any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Contractor:
   (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 fails 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 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 includes 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 program or County's use of Contractor's program. This includes interviews or reviews of records in any form of information storage.

b. Contractor's obligations to provide services shall automatically terminate on the effective date of termination.

c. 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 this Contract. Contractor shall thereafter have no further rights, powers, or privileges against County 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 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.

3. 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 County employees on official business.

4. Equipment.

Contractor shall furnish all personnel and equipment for the performance of services pursuant to this Contract, including supplies, equipment, telephone, furniture, utilities, and quarters necessary for the performance of services.

5. Other Employment.

Contractor shall retain the right to provide services at another facility or to operate a separate private practice; subject, however, to the conditions that:

a. No such private practice shall be conducted or solicited on County premises.
b. Such other employment shall not conflict with the duties, nor the time periods within which to perform those duties described in this Contract.
c. The insurance coverage provided by the County or by the Contractor for the benefit of the County herein is in no way applicable to or diminished by any other employment or services not expressly set forth in this Contract.

6. Gifts.

Gifts may not be charged to this Contract, whether to Contractor staff or anyone else.

7. Power to Terminate.

The Health Agency Director may effectuate termination of this Contract without the need for action, approval, or ratification by the Board of Supervisors.

8. Amendments without Board Action.

The Board of Supervisors delegates to the Health Agency Director the authority to amend the Contract to provide for additional services and increase compensation to Contractor in an amount not to exceed the lesser of the following amounts: ten percent (10%) of the Contract total or twenty-five thousand dollars ($25,000).

The Board of Supervisors delegates the authority to the Health Agency Director to amend this Contract to exchange types of services at the rates listed for each respective service.

Any amendment made pursuant to a delegation of authority will only be effective if, prior to the commencement of services, 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.

9. Standards for Charitable Accounting.

Contractors who are nonprofit corporations shall abide by the Standards for Charitable Accountability and applicable OMB Circulars.

10. 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 (a "Disentanglement") 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 or as otherwise needed for Disentanglement.