

CONTRACT BETWEEN COUNTY OF LAKE AND LAKE COUNTY OFFICE OF EDUCATION FOR DIFFERENTIAL RESPONSE FAMILY WRAP SERVICES

This Contract is made and entered into by and between the County of Lake, hereinafter referred to as “County”, and Lake County Office of Education, hereinafter referred to as “Contractor”, collectively referred to as the “parties”. The County Administrative Officer shall administer this Contract on behalf of County.

1. TERM

This Contract shall commence on July 1, 2021, and shall terminate on September 30, 2023, unless earlier terminated as hereinafter provided. In the event County desires to temporarily continue services after the expiration of this Contract, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

2. COMPENSATION

Contractor has been selected by the County to provide the services described hereunder in Exhibit “A” (Scope of Services), incorporated herein by this reference. Compensation to Contractor shall not exceed five hundred thousand (\$500,000.00) in total pursuant to the Proposition 64 - Public Health & Safety Grant.

County shall compensate Contractor for services in accordance with Exhibit “B” (Fiscal Provisions), attached hereto and incorporated herein. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

3. TERMINATION

This Contract may be terminated by mutual consent of the parties or by the County Administrative Officer upon thirty (30) days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Contract, the County Administrative Officer will terminate this Contract, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

4. MODIFICATION

This Contract may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County Administrative Officer.

5. NOTICES

All notices between the parties shall be in writing addressed as follows:

County of Lake
255 N Forbes St
Lakeport, CA 95453

Lake County Office of Education
1152 S. Main St.
Lakeport, CA 95453

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6. EXHIBITS

The Contract Exhibits, as listed below, are incorporated herein by reference:

- Exhibit A – Scope of Services
- Exhibit B – Fiscal Provisions
- Exhibit C – Compliance Provisions

7. TERMS AND CONDITIONS

Contractor warrants that it will comply with all terms and conditions of this Contract and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

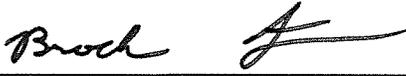
This Contract constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior contracts, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at Lakeport, California on _____.

COUNTY OF LAKE

CONTRACTOR

CHAIR, Board of Supervisors



ATTEST: CAROL J. HUCHINGSON
Clerk to the Board of Supervisors

APPROVED AS TO FORM:
ANITA L. GRANT

By: _____

County Counsel
By: 

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EXHIBIT "A" – SCOPE OF SERVICES

1. DESCRIPTION OF SERVICES

This program proposes to identify at-risk kids immediately upon entry into the public school system. All case management staff, including service partners, are trained in trauma-informed practices as well as the Strengthening Families Framework . As described, early identification of existing or emerging mental health issues allows for direct interventions before severe and disabling effects take root. Further, the identification of emerging mental health issues will continue to take place throughout each student’s school career since circumstances can occur at any time due to family or other environmental changes, exposure to bullying or toxic substances such as vaping or illegal drugs, emerging sexual awareness, etc. No students will be allowed to slip through the cracks.

Identified youth with their families, will be connected with closed-loop case management to the Family WRAP team for all of their needs. Family WRAP services will be given to the family for no less than 90 days. The Family WRAP team will be composed of a team lead facilitator, a youth partner, a parent partner, rehab specialist and a member from juvenile probation and behavior health. The parent and youth partners will contact the family at least once per week in the home, more times if needed. The youth partner will work closely with youth school staff, to check on academic progress and attendance as well as facilitate engagement in a SUDS treatment or diversion program, afterschool enrichment opportunities and community activities. The parent partner will engage the parent in addressing gaps in basic needs, parenting, behavior health, and fulfilling protective factors. The rehab specialist will work with the youth and parent on job and independent life skills. The family will learn about Adverse Childhood Experiences and the effects of it. The team lead will coordinate monthly Child Family Team meetings (CFT) in conjunction with CAP and SUDS staff. The case management and data collection system will provide the statistics with success stories necessary to pursue additional funding after the county’s and LCOE’s initial funding runs out in three years. Students’ success stories, demonstrated through the reduction of on-campus problems and increased graduation rates, will further attract the attention of new sources of funding for program continuation. A caseload of 10 students and their families will be carried by the Family WRAP team.

Pre and Post Assessments of the youth and the family will be conducted as students are referred to the program. The youth will be assessed using the Positive Achievement Change Tool (PACT) 2.0 Full-Assessment (Assessments.com) and the parent will be assessed using the FRIENDS Protective Factors Survey (friendsnrc.org) and the AAPI -Adult and Adolescent Parenting Inventory (assessingparenting.com). All three are Evidenced Based Practices.

Required reporting by the Lake County Office of Education will ensure funders that the program is being appropriately implemented and measures of student well-being are being tracked.

Contractor is responsible for hiring Case Coordinator to act a Team Lead and a Rehab Specialist. Present Staff will serve as parent and child partner.

The overall goal of Differential Response (DR) is that “children are less likely to be abused, neglected, or incarcerated through improved adult and child health & well-being, and family resilience and stability”. This will result in a reduced number of law enforcement reports for families receiving and/or who have completed DR services. Additionally, Differential Response includes strengthening the following:

- Concrete Supports- Minimum basic needs of the family are addressed, and parents know where to go to find resources in times of need.
- Social Supports and Connections- Parents recognize who they have healthy relationships with that they can count on among their friends and family members.
- Parental Resilience- Parent are more able to cope and problem-solve, and family functioning is strengthened.
- Parenting Knowledge- Parenting efficacy is improved, and families understand what constitutes child safety and well-being.
- Children’s Development- Children have increased opportunity for healthy development in all domains.

Contractor shall provide Differential Response services to families referred by Juvenile Probation. This will include outreach, needs assessments, development of service plans, and strategic case management tailored to meet the needs of the family in compliance with DR goals above.

Contractor will:

1. Provide trained DR staff with supervision. Maintain list of DR clients who are active cases being managed by individual DR staff. Target is for caseload of 24 active cases per 1.0 FTE DR staff.
2. Make contact with family within 5 days of receipt of referral from County. Document initial attempts (successful and non-successful) to make contact with family.
3. Upon successful contact, perform at least weekly home visits with family for the first 30 days. During this period, complete all required paperwork, with focus on student and the parents/guardians including:
 - a. Authorization to Exchange Information
 - b. CalWORKs Release of Information (ROI) where applicable
 - c. Freedom of Choice form
 - d. Family Goal Worksheet/Safety Plan
 - e. Individual and family needs assessment
 - f. Agreed-upon screening for health status, including substance use, tobacco, DV and depression. (AAPI, NSCS, PFS2, PACT, CANS)
 - g. Adverse Childhood Experiences (ACE) questionnaire.

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4. Upon completion of 30 days of services, evaluate family based on participation, progress and need. Document case plan/empowerment plan with both long and short-term goals and timeline for completion.
5. After first 30 days of contact, provide at least 2 in person contacts per month based on case plan. Maintain contact log for each family detailing the date and method of contact. Review and update case plans every 30 days.
6. Refer family for additional support, resources and services, as necessary.
7. Ensure appropriate cultural support for referred families.
8. Target is for 50% of DR participants to complete in-home Nurturing Parenting Program. Complete pre-AAPI and/or NSCS-short form at start and then post-AAPI and/or NSCS-short form upon completion of DR, or at 12 months (whichever is sooner), for parent receiving ongoing in-home NP program.
9. Track referrals, services provided, and family progress.
10. Participate in Family Team Meetings as appropriate.
11. Participate in and/or convene DR Case Management Meetings as needed.
12. Participate in training as needed to promote consistency and quality of service delivery.
13. Participate in Advisory Council with partner agencies when scheduled.
14. Participate in DR Core Meetings to oversee work, and review and discuss DR process and results for evaluation purposes.

2. REPORTING REQUIREMENTS

Contractor shall submit the following reports to County:

1. Quarterly summary reports with demographic and service data, along with narrative on template provided by the County meeting the criteria that will be prescribed by the Board of State and Community Corrections (BSCC). Include data on total number of referrals received from County during the period, number of cases that have been closed and the reason why, number of active cases, and number of referrals where DR services were refused.
2. Reporting as required by the BSCC to meet the requirements of the Proposition 64 Public Health & Safety Grant funding.

3. MONITORING REQUIREMENTS

Contractor has been identified by County as a Contractor under the BSCC Proposition 64 Public Health & Safety in regards to the services provide under this Contract and is subject to all monitoring deemed necessary by County and any other county, state, and federal regulations. This includes a site visit to review case management files, financial records, and any other information relating to this contract.

4. RECORDS RETENTION

Contractor shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Contract, including financial, statistical, property, recipient and service records and supporting documentation for a period of four (4) years from the date of final payment of this Contract. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

5. GRIEVANCE

Contractor agrees to provide a procedure through which recipients of Contract services shall have the opportunity to grieve or complain regarding service.

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EXHIBIT "B" – FISCAL PROVISIONS

1. BUDGET

The Contractor shall submit, in advance, a detailed budget, in the format approved by County for review and approval by the County Administrative Officer. Contractor shall be compensated only for expenses included in the approved budget. Modification to the budget must be approved in advance by the County Administrative Officer.

2. EXPENDITURE OF FUNDS

A. Contract funds shall not be used to purchase food or promotional merchandise or to attend conferences unless specifically approved in the budget.

B. Contract funds shall not be used to purchase computers, printers, software or any related equipment unless specifically approved in the budget.

C. County Administrative Officer reserves the right to refuse payment to Contractor or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

3. EQUIPMENT PURCHASED WITH CONTRACT FUNDS

Contractor shall maintain an inventory of all equipment purchased with Contract funds and shall submit a copy of said inventory along with Contractor's June invoice or upon termination of the Contract. All equipment purchased with County funds is the property of County and shall be delivered to County if no longer needed or upon termination of the Contract.

4. CONTRACTOR'S FINANCIAL RECORDS

Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

5. INVOICES

A. Contractor shall submit quarterly invoices, in the format approved by County, based on actual expenses, no later than the 20th of the month following the quarter in which services were provided, except for the quarter of April, May, and June.

B. For the quarter of April, May, and June:

1. Funding for this Contract is appropriated on a fiscal year basis. County is not able to compensate Contractor after the close of the fiscal year period.

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2. To ensure Contractor is properly compensated, Contractor shall submit invoices based on estimated expenses, including all anticipated costs, no later than June 5th of the fiscal year period.
 3. Contractor shall follow up by submitting invoices for actual expenses, as stated hereinabove in Paragraph 5A., including remittance of the full amount of any overpayment that occurred in the event estimated expenses exceeded actual.
- C. County shall review and approve Contractor's invoices to include with quarterly reimbursement requests to the BSCC grant program. County will remit payment to Contractor for approved expenditures after reimbursement is received from the BSCC.

6. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS

Contractor and County recognize that funding for this program is provided through the BSCC Proposition 64 Public Health & Safety Grant. The BSCC anticipates a State ordered audit will be conducted and Contractor agrees to cooperate and provide materials requested pursuant to this process.

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EXHIBIT "C" – COMPLIANCE PROVISIONS

1. INFORMATION INTEGRITY AND SECURITY

A. Contractor ensures that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with Welfare and Institutions Code Section 10850, County MEDS Data Privacy and Security Agreement, Lake County Information Security Policy, Health Insurance Portability and Accountability Act (HIPAA), and all other applicable laws, regulations and policies.

B. Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor's work under this Contract.

2. NON-DISCRIMINATION

A. Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

B. Contractor shall comply with and annually sign the County "Assurance of Compliance" form.

3. ABUSE REPORTING REQUIREMENTS

A. Contractor shall ensure that all known or suspected instances of child abuse or neglect, as defined in Penal Code Section 11165, are reported to County Child Welfare Services.

B. Contractor shall ensure that all known or suspected instances of elder abuse as defined in Welfare and Institutions Code 15610, are reported to County Adult Protective Services.

4. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

1. Are not presently debarred or suspended from federal financial assistance programs and activities, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency;

2. Have not, within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

4. Have not, within a three-year period preceding this Contract, had one or more public transactions terminated for cause or default.

B. Contractor shall report immediately to County Administrative Officer, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County Administrative Officer.

5. CHILD SUPPORT

Contractor shall comply with Public Contract Code Section 7110(a), recognizing the importance of child and family support obligations and enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code.

6. PAYROLL TAXES AND DEDUCTIONS

Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

7. CONTRACTS IN EXCESS OF \$100,000

Contractor shall comply with all applicable orders or requirements issued under the following laws:

- A. Clean Air Act, as amended (42 USC 1857).
- B. Clean Water Act, as amended (33 USC 1368).
- C. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
- D. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).
- E. Public Contract Code Section 10295.3.

8. INDEMNIFICATION AND HOLD HARMLESS

Contractor shall indemnify and defend the County of Lake and its officers, employees, and agents against and hold them harmless from any and all claims losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County of Lake, whether for damage to or loss of property, or injury to or death of person, including properties of

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County of Lake and injury to or death of County of Lake officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County of Lake.

9. STANDARD OF CARE

Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

10. INTEREST OF CONTRACTOR

Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

11. INSURANCE

Contractor shall not commence work under this Contract until he has obtained all the insurance required herein, certificates of insurance have been submitted to County of Lake, "County", and said insurance has been approved by County. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least twenty days (20) prior written notice has been given to County.

Contractor shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.

Certificates evidencing the issuance of the following insurance shall be filed with the County within ten (10) days after the date of execution of this Contract by Contractor:

- (A) **Compensation Insurance:** Contractor shall procure and maintain, at Contractor's own expense, during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of California, for all employees to be engaged in work. In case any such work is sublet, Contractor shall require subcontractor similarly to provide Employer's Liability and Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by Contractor's Workers' Compensation Insurance. Employer's Liability Insurance shall be in an amount not less than \$1,000,000 per occurrence
- (B) **Commercial General Liability:** Contractor shall procure and maintain, at Contractor's own expense during the term hereof, upon himself and his employees at all times during

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the course of this Contract, Commercial General Liability Insurance (Occurrence Form CG 00 01), for bodily injury, personal injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single-limit coverage per occurrence including but not limited to endorsements for the following coverages: premises-operations, products and completed operations, property damage, bodily injury and personal & advertising injury blanket contractual, and independent contractor's liability.

- (C) **Automobile Liability Insurance:** Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (1,000,000) combined single-limit coverage per occurrence.
- (D) **Subcontractors:** Contractor shall include all subcontractors as insureds under the aforesaid policies or shall furnish separate certificates and endorsements for each subcontractor to County for review and approval. All coverages for subcontractors shall be subject to all of the requirements hereinabove and contain the additional insured endorsement required by Contractor hereinafter.
- (E) **Additional Insured Endorsement:** The Commercial General Liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added 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). All coverage available to the Contractor shall also be available and applicable to the County. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the County. Contractor shall not commence work under this Contract until he has had delivered to County the Additional Insured Endorsements required herein.

- (F) **Other Insurance Provisions:**
 1. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance. Any excess insurance by Contractor shall contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County before the County's own primary Insurance policy or self-insurance shall be called upon to protect the Contractor.
 2. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: Contractor shall reduce or eliminate such deductibles or self-insurance retentions; or Contractor shall provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim

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administration and defense expenses.

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

4. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude Contractor from taking other actions as is available to it under any other provision of the Contract or law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

5. If any insurance coverage required by the Contract is provided on a “Claims Made”, rather than “occurrence” form, Contractor agrees to maintain required coverage for a period of three years after the expiration of this Contract (hereinafter, “Post Agreement Coverage”) and any extensions thereof. Contractor may maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This subprovision is contingent upon Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for Post Agreement Coverage shall be deemed to be reasonable.

6. Contractor agrees to waive all rights or subrogation against County, its officers, officials, employees, agents, and volunteers for losses arising from work performed by Contractor under this Contract.

12. ATTORNEY’S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.

13. ASSIGNMENT

Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of County Director except that claims for money due or to become due Contractor from County under this Contract may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Contract except for those specifically consented to by both parties or as stated above shall be void.

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14. INDEPENDENT CONTRACTOR

It is specifically understood and agreed that, in the making and performance of this Contract, Contractor is an independent contractor and is not an employee, agent or servant of the County of Lake. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Contract (including without limitation, unemployment insurance, social security and payroll tax withholding.)

15. OWNERSHIP

All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of the County of Lake.

16. ADHERENCE TO APPLICABLE DISABILITY LAW

Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

17. HIPAA COMPLIANCE

Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

18. SAFETY RESPONSIBILITIES

Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Contract. Contractor agrees to provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards in the performance of work under this Contract.

19. JURISDICTION AND VENUE

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Contract or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

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20. RESIDENCY

All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

21. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Contract shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

22. SEVERABILITY

If any provision of this Contract is held to be unenforceable, the remainder of this Contract shall be severable and not affected thereby.

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