

CONTRACT FOR WEB-BASED TIME STUDY BUDDY SERVICE BETWEEN COUNTY OF LAKE AND FISCAL EXPERTS, INC., V2

This Contract is made and entered into by and between the County of Lake through its Department of Social Services, hereinafter referred to as "LCDSS" and Dan Gardner, doing business as Fiscal Experts, Inc., hereinafter referred to as "Contractor", collectively referred to as the "parties". The LCDSS Director shall administer this Contract on behalf of LCDSS.

1. TERM

This Contract shall commence on July 1, 2017, and shall terminate on June 30, 2020, unless earlier terminated as hereinafter provided. In the event LCDSS 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 LCDSS to provide the services described hereunder in Exhibit "A" (Scope of Work), incorporated herein by this reference. Compensation to Contractor shall be twenty five dollars (\$25.00) per participating employee per quarter, not to exceed twenty seven thousand six hundred dollars (\$27,600.00) per fiscal year (July through June).

LCDSS 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 LCDSS Director upon 30 days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Contract, LCDSS Director 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 Director.

5. NOTICES

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

**CONTRACT FOR WEB-BASED TIME STUDY BUDDY SERVICE
BETWEEN COUNTY OF LAKE AND FISCAL EXPERTS, INC., V2**

LCDSS
P.O. Box 9000
Lower Lake, CA 95457

Fiscal Experts, Inc.
Attn: Dan Gardner
5350 Dunlay Drive, Suite 2716
Sacramento, CA. 95835

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 _____, California on _____.

COUNTY OF LAKE

CONTRACTOR

CHAIR, Board of Supervisors

Dan Gardner

Dan Gardner, President

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

APPROVED AS TO FORM:
ANITA L. GRANT

By: _____

County Counsel
By: Anita L. Grant

**CONTRACT FOR WEB-BASED TIME STUDY BUDDY SERVICE
BETWEEN COUNTY OF LAKE AND FISCAL EXPERTS, INC., V2
EXHIBIT "A" – SCOPE OF SERVICES**

1. DESCRIPTION OF SERVICES

Contractor shall provide access and administrative support to the online Time Study Buddy, a sole source web-based time study service designed to maximize Federal and State funding.

2. RECORDS RETENTION

Contractor shall prepare, maintain and/or make available to LCDSS 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.

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EXHIBIT "B" – FISCAL PROVISIONS**

1. 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.

2. INVOICES

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

B. For the months of May and June:

1. Funding for this Contract is appropriated on a fiscal year basis. LCDSS is not able to compensate Contractor after the close of the fiscal year period.
2. To ensure Contractor is properly compensated, Contractor shall submit invoices based on estimated expenses, including all anticipated costs, no later than June 1st 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. LCDSS shall review and approve Contractor's invoices and make payment within fifteen (15) days of approval.

D. LCDSS shall charge Contractor an administrative fee of 10% for processing of late invoices. Said fee shall be deducted from each late invoice.

3. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS

A. Contractor shall provide audit reports to LCDSS if Contractor receives over \$750,000.00 per year from Federal funding sources.

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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, LCDSS 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 LCDSS 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 LCDSS "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 LCDSS 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 LCDSS 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, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from 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 LCDSS Director, 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 Director.

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. 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 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.

8. 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.

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EXHIBIT "C" – COMPLIANCE PROVISIONS**

9. 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.

10. INSURANCE

A. Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

B. Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily 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 coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

C. Contractor shall procure and maintain 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. Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Contract caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

E. Contractor shall not commence work under this Contract until it has obtained all the insurance required hereinabove and submitted to LCDSS certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to LCDSS, at least 30 days prior to expiration date, a new certificate of insurance.

F. In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

G. For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to 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 in excess of the Contractor's insurance and shall not contribute with it.

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H. The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain the following provision:

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 on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein. Coverage shall not extend to indemnity coverage for active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

I. Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

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 County from taking other action as is available to it under any other provision of this Agreement or applicable 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.

J. 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 Agreement.

11. 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.

12. 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 Director except that claims for money due or to become due Contractor from LCDSS 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 LCDSS. 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.

13. 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 County of Lake.

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14. OWNERSHIP

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

15. SEVERABILITY

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

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) and will make his/her best efforts to preserve data integrity and the confidentiality of protected health information.

18. SAFETY RESPONSIBILITIES

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

19. JURISDICTIONS AND VENUE

This Agreement 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 Agreement 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.