

CONTRACT

This "Contract" is entered into this 1st day of July 2023, by and between County of Ventura, acting through its Behavioral Health Department, a primary service provider, hereinafter called "COUNTY," and JAMB SERVICES, INC., hereinafter called "CONTRACTOR."

WITNESETH

WHEREAS, it is necessary and desirable that CONTRACTOR be engaged by COUNTY for the purpose of performing Community Care Expansion (CCE) Preservation Program Capital Projects Construction Project Management (CPM) Services described herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, CONTRACTOR will perform services for COUNTY, upon its request, in accordance with the terms, conditions and specifications set forth herein and Exhibit "A", attached hereto, which by this reference, is made a part thereof.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", COUNTY will make payment to CONTRACTOR in the manner specified in Exhibit "B".

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this contract, it being understood that CONTRACTOR is an independent contractor, and neither CONTRACTOR nor any of the persons performing services for CONTRACTOR pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against COUNTY for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this contract, any third persons are employed by CONTRACTOR, such persons will be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by CONTRACTOR, and COUNTY will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The CONTRACTOR will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the COUNTY of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the COUNTY of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

4. **NON-ASSIGNABILITY**

CONTRACTOR will not assign this Contract or any portion thereof, to a third party without the prior written consent of COUNTY, and any attempted assignment without such prior written consent will be null and void and will be cause, at COUNTY'S sole and absolute discretion, for immediate termination of this Contract.

5. **TERM**

This Contract will be in effect from **July 1, 2023 through December 31, 2026**, subject to all the terms and conditions set forth herein.

Time is of the essence in the performance of this contract.

Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to effect such continued payment are not appropriated, COUNTY may terminate this project as thereby affected and CONTRACTOR will relieve the COUNTY of any further obligation therefore.

6. **TERMINATION**

COUNTY may terminate this Contract at any time for any reason by providing thirty (30) days written notice to CONTRACTOR. In the event of termination under this paragraph, CONTRACTOR will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. On completion or termination of this contract, COUNTY will be entitled to immediate possession of, and CONTRACTOR will furnish on request, all computations, plans, correspondence, and other pertinent data gathered or computed by CONTRACTOR for this particular Contract prior to any termination. CONTRACTOR may retain copies of said original documents for CONTRACTOR's

files. CONTRACTOR hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the COUNTY of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this contract.

7. DEFAULT

If CONTRACTOR defaults in the performance of any term or condition of this contract, CONTRACTOR must cure that default by a satisfactory performance within 10 days after service upon CONTRACTOR of written notice of the default. If CONTRACTOR fails to cure the default within that time, then COUNTY may terminate this Contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this Contract will be at the sole risk of CONTRACTOR. CONTRACTOR agrees to defend (with counsel acceptable to COUNTY), indemnify, and save harmless the COUNTY of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against CONTRACTOR, COUNTY or others, judgments, costs (including attorney's fees), debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CONTRACTOR, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of COUNTY. CONTRACTOR agrees to waive all rights of subrogation against COUNTY for losses arising directly or indirectly from the activities and/or work covered by this contract.

9. INSURANCE PROVISIONS

A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:

- 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations broad form blanket contractual and \$50,000 fire legal liability.

- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles.
 - 3) Worker's Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
 - 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - 5) Contractor will ensure sub-contractor Payment & Performance Bond for all construction projects of \$1,000,000 or more or ensure letter of credit in lieu of a P&P bond for projects under \$1,000,000. The bond must be issued by a rated company, for both payment and performance, as Dual Obligatee with the COUNTY or its designee as additionally insured. In the event a project completed under this Contract is small, or the risk is determined to be low, an irrevocable letter of credit may be accepted in lieu of a P&P bond;
 - 6) CONTRACTOR shall also obtain and thereafter maintain insurance for the actual cash value of personal property including, but not limited to, furniture, fixtures, supplies, or materials supplied by COUNTY or purchased with funds provided by COUNTY against hazards of fire, burglary, vandalism, and malicious mischief. If funding has not been provided for the purchase of personal property as described herein, this subparagraph shall not apply.
- B) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR's insurance coverage and will not contribute to it.
- C) COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The COUNTY of Ventura is to be named as Additional Insured as respects to work done by CONTRACTOR under the terms of this contract for General Liability Insurance.
- E) CONTRACTOR agrees to waive all rights of subrogation against the COUNTY of Ventura, its Boards, Agencies, Departments, Officers, Employees, Agents, and Volunteers for losses arising from work performed by CONTRACTOR under the terms of this contract.
- F) Policies will not be canceled, non-renewed, or reduced in scope of coverage until after sixty (60) days written notice has been given to the COUNTY of Ventura, Risk Management Division.

G) CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this contract:

1. Certificates of Insurance for all required coverage.
2. Additional Insured endorsement for General Liability Insurance.
3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others or Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

10. **NON-DISCRIMINATION**

A) General

Pursuant to the California Constitution, Article 1, Section 31 and the California Government Code section 12940, no person will, on the grounds of any of the protected categories listed therein, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment

CONTRACTOR will ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. CONTRACTOR's personnel policies will be made available to COUNTY upon request.

11. **SUBSTITUTION**

If particular people are identified in Exhibit "A" as working under this Contract, the CONTRACTOR will not assign others to work in their place without written permission from the COUNTY. Any substitution will be with a person of commensurate experience and knowledge.

12. **INVESTIGATION AND RESEARCH**

CONTRACTOR by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the COUNTY or any of its officers, agents, or employees, except as provided herein.

13. **PREVAILING WAGE AND WORKING LAWS**

CONTRACTOR will ensure sub-contractor compliance with all applicable prevailing wage and working laws. If applicable, CONTRACTOR will submit a Certification of Compliance certifying that CONTRACTOR and all sub-contractors will comply with California's prevailing wage and working hours laws (including posting job notices, as required by Labor Code section 1720).

The director of the California Department of Industrial Relations (DIR) determines the general prevailing rate of per diem wages in accordance with the standards set forth in Labor Code section 1773. (Labor Code section 1770). Except for "public works projects" of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid by CONTRACTOR to all workers employed on public works. (Labor Code section 1771).

14. CONTRACT MONITORING AND REPORTING

The COUNTY will have the right to review the work being performed by the CONTRACTOR under this Contract at any time during CONTRACTOR's usual working hours. Review, checking, approval or other action by the COUNTY will not relieve CONTRACTOR of CONTRACTOR's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by the VCBH Director or his/her authorized representative.

CONTRACTOR shall provide reports as required by the VCBH DIRECTOR or designee, by the State, or Federal Government regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance under this Contract. COUNTY shall provide CONTRACTOR with an explanation of the procedures and/or format for reporting any information as may be required under this Contract.

15. MAINTENANCE OF RECORDS AND AUDIT RECORD RETENTION REQUIREMENTS

CONTRACTOR shall maintain sufficient books, records, documents, and other evidence necessary for COUNTY, State, or Federal authorized representatives to have access to, examine or audit contract performance and contract compliance. These records shall reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of the Contract, including any matching costs and expenses. CONTRACTOR shall make these records available to COUNTY, State, or Federal authorized representatives upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by CONTRACTOR are reasonable, allowable, and allocated appropriately. All records must be capable of verification by qualified auditors. Any record or supporting documentation may be copied. Interviews with any employee who might reasonably have information related to such records will be allowed.

1. CONTRACTOR shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with COUNTY, State, or Federal governments (as applicable). All records must be capable of verification by qualified auditors.
2. Accounting records and supporting documents shall be retained for a three year (3) year period from the date of termination of this agreement.
3. Should this Contract be terminated, or CONTRACTOR ceases to conduct business in its entirety, CONTRACTOR will work to collaborate in good faith with COUNTY to facilitate COUNTY obtaining and retaining CONTRACTOR's fiscal and program records for the required retention period. CONTRACTOR will provide the records to COUNTY in the format and method required to comply with all Federal, State, COUNTY, and local laws, regulations, and requirements.

16. AUDIT OF SERVICES AND SITE INSPECTION

CONTRACTOR's fiscal and program performance and reported delivery of service will be subject to verification, inspection, and monitoring. CONTRACTOR's contracted activities shall be monitored to ensure that all funds are used for authorized purposes, in compliance with federal, State, and COUNTY statutes, regulations, and the terms and conditions of the federal, State, and COUNTY funding and/or grant and that performance goals are achieved. The COUNTY, State, or Federal government, through any authorized representatives, may in its sole discretion inspect or otherwise evaluate the work performed and the premises where the work is being performed through periodic or unannounced inspections and monitoring reviews during normal business hours. COUNTY, State, and Federal government authorized representatives may use a variety of monitoring mechanisms to meet their monitoring objectives, including limited scope audits, on-site visits, progress reports, financial reports, reviews of documentation support requests for reimbursement, desk audits, and any other monitoring mechanisms needed to determine compliance. CONTRACTOR shall provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties and so as not to unduly delay the inspection and monitoring work.

The refusal of the CONTRACTOR to permit access to, examination/inspection of, or audit of electronic or print books, records, physical facilities, and/or refusal to permit interviews with employees, constitutes an express and immediate material breach of the Contract and will be sufficient basis to terminate the Contract for cause or default.

Inspection and monitoring audit reports shall reflect all findings, recommendations, adjustments, and corrective actions required. If the results of any inspections and monitoring reviews require corrective action, CONTRACTOR will be required to submit a corrective action plan no later than thirty (30) days after receiving the findings of such review(s).

17. SINGLE AUDIT/AUDIT

If CONTRACTOR receives and expends more than \$750,000 in federally allocated awards (associated with an Assistance Listing number- see beta.SAM.gov) in a fiscal year, CONTRACTOR agrees to obtain a single audit report from an independent certified public accountant in accordance with the Single Audit Act of 1984, as amended, and the United States Office of Management and Budget "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." If CONTRACTOR is not required to conduct a single audit as specified herein, COUNTY, in its sole discretion, may require CONTRACTOR to conduct a financial opinion audit performed by a certified public accountant. In either case, such audits shall be submitted to the VCBH Contracts Administration and Fiscal divisions and COUNTY Auditor Controller within one hundred eighty (180) days of the fiscal year end. Any extension of the due date must be approved in writing by the VCBH Contracts Administration division. All audit costs are the sole responsibility of CONTRACTOR. CONTRACTOR agrees to take prompt corrective action to eliminate any material non-compliance or weakness found as a result of any audit.

18. **ADDENDA**

COUNTY may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR's compensation which are mutually agreed upon by and between COUNTY and CONTRACTOR will be effective when incorporated in written amendments to this Contract.

19. **CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract no person having such interest will be employed or retained by CONTRACTOR under this contract.

20. **CONFIDENTIALITY AND OWNERSHIP OF DATA**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by CONTRACTOR under this Contract which COUNTY requests in writing to be kept confidential, will not be made available to any individual or organization by CONTRACTOR without the prior written approval of the COUNTY except as authorized by law.

The COUNTY retains ownership and exclusive rights to all data and materials collected, analyzed, etc., related to the scope of work outlined in Exhibit "A." Reports produced on the basis of these data are work for hire, and their public release and dissemination is entirely at the discretion of the COUNTY, and that any presentations, publications, reports or other use of these data, for use in

conferences or seminars, or for other purposes, requires written permission from the COUNTY.

21. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: VENTURA COUNTY BEHAVIORAL HEALTH
Attn: CONTRACTS ADMINISTRATION
1911 WILLIAMS DRIVE, SUITE 200
OXNARD, CA 93036

TO CONTRACTOR: JAMB Services, Inc.
Attn: Janell Hollett, Chief Executive Officer
4403 Manchester Ave, Suite 104
Encinitas, CA 92024
760 500-7722
janellh@JAMBservices.com

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the person or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

22. **MERGER CLAUSE**

This Contract supersedes any and all other contracts, either oral or written, between CONTRACTOR and the COUNTY of Ventura, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. CONTRACTOR acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of COUNTY except those covenants and contracts embodied in this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

23. **ORDER OF PRECEDENCE**

This contract supersedes all previous agreements, understandings, and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto.

This Contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties.

24. **GOVERNING LAW**

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

25. **SEVERABILITY OF CONTRACT**

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

26. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the COUNTY of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

27. **COMPLIANCE WITH LAWS**

Each party to this contract will comply with all applicable laws.

28. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this contract will be construed to be both a covenant and a condition.

29. **FEDERAL SALARY RATE CAP**

CONTRACTOR agrees that no part of any federal funds provided under this agreement shall be used by the CONTRACTOR or its subcontractors to pay the salary and wages of an individual at a rate that is in excess of \$203,700 per year, or as adjusted by the federal government, which is Level II of the Federal Executive Schedule.

30. **AIR OR WATER POLLUTION REQUIREMENTS**

Any federally funded agreements in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law:

- A) CONTRACTOR agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- B) Institutions of higher education, hospitals, nonprofit organizations, and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

31. **BYRD ANTI-LOBBYING AMENDMENT (31 USC 13452)**

CONTRACTOR certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. CONTRACTOR shall also disclose to COUNTY, any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

32. **PROCUREMENT OF RECOVERED MATERIALS**

CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA regulations.

33. **HATCH ACT**

CONTRACTOR agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, SubPart F., Chapter 773, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

34. **ADDITIONAL CONTRACT RESTRICTIONS**

This Contract is subject to, and CONTRACTOR shall comply with, any additional restrictions, limitations, conditions, laws, regulations, statute, reporting, or published guidelines enacted by the federal, state, or COUNTY governments that affect the provisions, terms, or funding of this Contract in any manner.

In addition to all other requirements set forth in this Contract, CONTRACTOR agrees to comply with all requirements applicable to a subcontractor of COUNTY under COUNTY's CCE Preservation Program Grant Agreement with AHP, and any amendments thereafter. The contract between the COUNTY and AHP is hereby fully incorporated by reference into this Contract.

35. **CONTRACT REDUCTION**

In the event that the Board of Supervisors, COUNTY Executive Officer, VCBH Director implement reductions to the current fiscal year-budget or in the event

any of the funding sources for this contract implement reductions, the VCBH Director or designee will notify the CONTRACTOR that a reduction to the maximum contract amount will be made to ensure fiscal compliance with specified budget and funding source reductions. Contract reductions will be made effective thirty (30) days from the date of the written notification from the VCBH Director or designee.

36. **EXTENT OF CONTRACTUAL DOCUMENTS**

This Contract shall consist of this basic document and Exhibits "A", "B", and "C", and all laws and governing instruments previously referred to in this Contract or in any of the Exhibits made part of the Contract and constitutes the entire agreement between the parties regarding the subject matter described herein.

EXHIBIT A: SCOPE OF WORK

EXHIBIT B: PAYMENT PROVISIONS

EXHIBIT C: RATE SCHEDULE

37. This Contract may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

38. The parties hereto agree that this Contract may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have executed this Contract as of the date first set forth above.

JAMB SERVICES, INC.

Authorized Signature

Printed Name

Title

Date

COUNTY OF VENTURA

Authorized Signature

Printed Name

Title

Date

JAMB SERVICES, INC.

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

EXHIBIT "A"
SCOPE OF WORK

JAMB SERVICES, INC.

July 1, 2023 through December 31, 2026

I. In accordance with the terms and conditions of the Contract, CONTRACTOR shall perform and furnish to COUNTY, upon its request, the following work, and services:

- a) Work with VCBH and The ARF Operators to conduct site visits to each of the eligible board and care properties to evaluate priority construction projects;
- b) Consult with COUNTY to determine feasibility and cost of priority projects;
- c) Obtain bids and work orders for all approved and prioritized projects at eligible board and care properties;
- d) Select qualified contractors, sub-contractors, and other parties to perform the approved work at eligible board and care properties;
- e) Organize, schedule, and conduct the pre-construction meeting;
- f) Conduct weekly or as necessary progress meetings with contractors and any other involved parties;
- g) Review and facilitate all building permits;
- h) Negotiate all contract change orders with selected contractors and sub-contractors;
- i) Develop review and monitor contractor construction schedules in accordance with the availability of CCE Program funding;
- j) Work directly with board and care operators to ensure minimal disruption for people living on-site during construction and work with the COUNTY and the board and care operators to relocate residents if needed;
- k) Ensure there is a systematic process in place for determining and confirming reasonable costs within and throughout each project;
- l) Review contractors' and sub-contractors monthly progress payment requests to verify pay quantities are accurate and in accordance with the law;
- m) Develop punchlists to permit COUNTY acceptance of each element of work;
- n) Conduct final project(s) review with the COUNTY;
- o) Act as liaison between the COUNTY and representative of permitting agency (CCE Preservation Program CP projects are deemed ministerial under CEQA);

- p) Perform inspection at each site to monitor work and compliance with the COUNTY's approved CCE Preservation Program Implementation Plan and construction schedule;
- q) Document construction activities and provide monthly reports to COUNTY;
- r) Ensure all projects meet California uniform building codes, as applicable, or, in the absence of a state or local building code, the International Residential Code or International building code (as applicable to the type of housing) of the international code Council. The housing must meet the applicable requirements upon project completion.
- s) Prepare and maintain photographic record of construction projects, including before and after pictures;
- t) Maintain one set of contract documents with current information such as approved COUNTY CCE Preservation Program Implementation Plan, contract with COUNTY, construction schedule, work orders, change orders, building plans and permits, owner/operator contact information, etcetera.
- u) Conduct final review with the COUNTY and submit final report on each approved project.
- v) Track all COUNTY CCE Preservation Program Grant key metrics and data and report said metrics and data to COUNTY, quarterly or as required by COUNTY.
- w) Collaborate with COUNTY, as needed, to complete requests of information from CDSS and AHP, or to provide information needed for COUNTY to complete its required grant reporting requirements.
- x) Participate in any CCE Preservation Program Grant technical assistance and training made available by CCE Preservation Program Grantor, AHP, as required by COUNTY.
- y) Ensure compliance with COUNTY procurement, invoicing, and reimbursement processes, consistent with State Fiscal Recovery Fund (SFRF) requirements.
- z) Collaborate with COUNTY to ensure compliance with the Federal Uniform Guidance Requirements.
- aa) Ensure CONTRACTOR and subcontractor compliance with and submittal of a certification of compliance with California's prevailing wage standards and work hours laws (including posting job notices, as required by Labor Code Section 1720), and all applicable federal prevailing wage laws, for public works projects.

II. In completing the services detailed above, CONTRACTOR shall ensure that it follows COUNTY's standard disbursement and construction draw

processes while ensuring all of the following components required by state and federal regulations, including SFRF requirements, are included in those processes:

- Qualification statements from construction professionals that have been reviewed and approved
- Final plan and cost review that has been approved
- Final, stamped plans and specifications
- Final executed contract and project budget (schedule of values)
- Project scope and timeline
- All final permits
- Prevailing wage attestation (subcontractors are to submit this to CONTRACTOR and COUNTY, as part of contract execution process, certifying compliance with California's prevailing wage and working hours laws and all applicable federal prevailing wage laws).
- Payment and performance bond or executed letter of credit

EXHIBIT "B"
PAYMENT PROVISIONS

JAMB SERVICES, INC.

July 1, 2023 through December 31, 2026

CONTRACTOR shall be paid according to the following:

A. PAYMENT

COUNTY shall pay CONTRACTOR in accordance with the terms and conditions set forth in this Exhibit "B" (PAYMENT TERMS) for CONTRACTOR's satisfactory performance or provision of the services and work described in Exhibit "A" (PROGRAM DESCRIPTION). Except as otherwise expressly provided in this Agreement, the maximum total sum of all payments made by COUNTY to CONTRACTOR for services and work performed or provided under this Agreement for the period July 1, 2023 through December 31, 2026 shall not exceed **\$197,000.**

- B. Payment shall be made upon the submission of approved invoices to COUNTY, and in accordance with the approved rate schedule (see Exhibit "C" Rate Schedule below). Notwithstanding any other provisions of this Contract in no event shall the total amount of payments under this Contract exceed the maximum amount specified in Section A above.
- C. CONTRACTOR shall bill COUNTY monthly in arrears by using the CONTRACTOR's invoice form. All invoices submitted shall clearly reflect all required information regarding the services for which claims are made, in the form and with the content specified by COUNTY. CONTRACTOR shall submit appropriate documentation along with an invoice for reimbursement. Invoices for reimbursement shall be completed by CONTRACTOR, dated, and forwarded to COUNTY within ten (10) working days after the close of the month in which services were rendered. Incomplete or incorrect claims shall be returned to CONTRACTOR for correction and re-submittal and will result in payment delay. Late invoices will also result in payment delay. Following receipt of a complete and correct monthly invoice and approval by COUNTY, CONTRACTOR shall then be paid within forty-five (45) working days of submission of a valid invoice to the COUNTY.
- D. It is expressly understood and agreed between the parties hereto that COUNTY shall make no payment and has no obligation to make payment to CONTRACTOR unless the services provided by CONTRACTOR hereunder were authorized by the VCBH DIRECTOR or designee prior to performance thereof.
- E. In the event that CONTRACTOR fails to comply with any provisions of this Contract, including the timely submission of any and all reports, records, documents, or any other information as required by COUNTY, State, and appropriate Federal agencies regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance of this Contract, COUNTY shall withhold payment until such noncompliance has been corrected.

- F. COUNTY and CONTRACTOR agree to meet on an ongoing basis to negotiate concerns related to this Contract, including but not limited to concerns regarding service delivery and outcomes, documentation and reporting requirements, financing and revenue production.
- G. COUNTY shall have the right to recover overpayment to CONTRACTOR as a result of any audit or disallowance review under this Contract. Upon written notice by COUNTY to CONTRACTOR of any such audit or disallowance review, CONTRACTOR shall reimburse the COUNTY the full amount of disallowance within in a period of time to be determined by the COUNTY. Reimbursement shall be made by CONTRACTOR.

Exhibit "C"
RATE SCHEDULE

JAMB SERVICES, INC.
July 1, 2023 through December 31, 2026

Hourly Rates

Senior Project Manager, (includes Program Executive working as Senior PM) \$140/hour
Administrative Services \$100/hour

Hours and Cost Per Phase

Preliminary Phase

Project Management estimated: 120 hours x \$140 = \$16,800
Administrative estimated: 40 hours x \$100 = \$4000

TOTAL ESTIMATED COST = \$20,800

Preconstruction Phase

Project management estimated: 280 hours x \$140 = \$39,200
Administrative estimated: 30 hours x \$100 = \$3000

TOTAL ESTIMATED COST = \$42,200

Construction Phase

Project management estimated: 725 hours x \$140 = \$101,500
Administrative estimated: 40 hours x \$100 = \$4000

TOTAL ESTIMATED COST = \$105,500

Close-out Phase

Project management estimated: 175 hours x \$140 = \$24,500
Administrative estimated: 40 hours x \$100 = \$4000

TOTAL ESTIMATED COST = \$28,500

Total Estimated Cost = \$197,000

Note: Individual hours between phases in CONTRACTOR's operational budget may fluctuate, upon advanced notice to and approval from County Counsel.

Travel

Travel will be reimbursed according to COUNTY travel reimbursement policies. Mileage will be reimbursed at the IRS rate approved and in effect at the time of travel and following COUNTY travel policies.