

PERSONAL SERVICES CONTRACT

This contract is between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Department of Community Justice ("County"), and, KSL Research, Training & Consultation, LLC ("Contractor").

County and Contractor, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:

SECTION 1 - PURPOSE AND STANDARD OF SERVICES

- 1.1. This contract sets forth the responsibilities and clarifies the relationship between the County and the Contractor.
- 1.2. Services performed by Contractor shall be performed to the standards described in Section 30 of the County Standard Contract Terms and Conditions below.

SECTION 2 – CONSIDERATION

- 2.1. Contractor shall perform the services described in Appendix I, in consideration for which County agrees to pay for the services in the manner as further described in this contract.
- 2.2. As provided in Appendix II, the maximum amount payable under this contract is \$5,641.72, unless otherwise amended. Contractor bears the risk of non-payment for services in excess of the amount stated above without prior County approval; but County reserves the right to ratify and pay for such services in its sole discretion.
- 2.3. If applicable, payments based upon hourly rates or other measurements and provisions for travel expenses are set forth and identified in Appendix II.
- 2.4. Unless otherwise stated in Appendix I or II, the payment terms are thirty days after invoice approval by the County Contract Administrator.

SECTION 3 - CONTRACT TERM

- 3.1. The effective date is: May 1, 2017, or upon final signature, whichever is later.
- 3.2. The expiration date is: May 31 2020, unless otherwise amended.
- 3.3. Passage of the contract expiration date shall not extinguish or prejudice the County's right to enforce this contract with respect to any default or defect in performance that has not been cured.

SECTION 4 - ADDITIONAL DOCUMENTS AND ATTACHMENTS

4.1. The following documents are incorporated into this contract:

Standard Contract Terms and Conditions.

4.2. The following Appendixes are incorporated into and made a part of this contract:

Appendix I – Services and Materials Included Under Licensing and Services Agreement

Appendix II – Fees for Services and Materials Provided Under Licensing and Services Agreement

Appendix III - Modifications to Standard Contract Terms and Conditions

4.3. In the event there is a conflict between the documents comprising this contract, the following order of precedence shall apply: the terms and conditions in the body of this contract; Standard Contract Terms and Conditions as modified by Appendix I, Appendix II, Appendix III.

SECTION 5 - COUNTY CONTRACT ADMINISTRATOR

Name: Christian Boenisch
Address: 434 NE Evans
McMinnville, OR 97128
Telephone: (503) 434-502
E-Mail: boenischc@co.yamhill.or.us

SECTION 6 - SIGNATURES

CONTRACTOR:

By my signature below, I certify that I am authorized to execute this contract on behalf of Contractor.

Kristen Lewis
Signature
Kristen Lewis
Name (Printed)

4/20/17
Date
President
Title

Business Name or DBA (Check Payable to): KSL Research, Training & Consultation, LLC
Address: 9025 W. Pinnacle Vista Dr. Peoria, AZ 85383

Kristen-Lewis@KSLResearch.org
E-Mail

841304020
DUNS Number (if applicable)

Contractor Contact Person:

Name: Brian Rucker E-Mail: ruckerb@co.yamhill.or.us
Address: 615 NE. 6th St. McMinnville, OR 97128

Telephone: (503) 474-4995 Fax Number: (503) 472-5210

COUNTY:

Stan Primovich
Signature
STAN PRIMOVICH
Printed Name

4-27-17
Date
COMMISSIONER, CHAIR
Title

Approved As To Form
by Christian Boenisch
Christian Boenisch
County Counsel
Yamhill County

Accepted by Yamhill County
Board of Commissioners on
4-27-17 by Board Order
17-142

STANDARD CONTRACT TERMS AND CONDITIONS

1. **Subcontracts and Assignment.** Contractor shall not enter into any subcontracts for any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written notice to County. County shall have 10 working days to object. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.
2. **Third Party Beneficiaries.** County and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.
3. **Written Notice.** Any notice of change, termination, or other communication having a material effect on this contract shall be upon the County Contract Administrator and the Contractor Contact Person and served in one of the following manners: a) In-person delivery; or b) deposited in the U.S. Mail under certified or registered handling, postage prepaid. Except as provided in this contract, it is agreed that fifteen calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.
4. **Governing Law/Venue/Attorney Fees.** This contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon; provided, however, if a Claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Each party shall be responsible for its own costs and attorney fees for any claim, action suit or proceeding, including any appeal.
5. **Remedies Cumulative.** All rights and remedies of County and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
6. **Severability/Waiver.** County and Contractor agree that, if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of that or any other provision of this contract.

7. Public Contracting Statutes.

7.1 ORS 279B.220 through 279B.235 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference.

7.2 The Contractor agrees to:

- a. Make payment promptly, as due, to all persons supplying, to Contractor, labor or material for the performance of the work provided for in this contract;
- b. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the contract;
- c. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this contract; and
- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

8. Independent Contractor.

8.1 Contractor shall perform the work required by this contract as an "Independent Contractor." Although County reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the County cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this contract. Contractor is responsible for determining the appropriate means and manner of performing the work.

8.2 Contractor represents and warrants that Contractor is not an employee of the County, is not currently employed by the Federal Government, meets the specific independent Contractor standards of ORS 670.600, and is not an "officer", "employee", or "agent" of the County, as those terms are used in ORS 30.260 et. seq.

8.3 Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this contract.

8.4 Contractor agrees to immediately provide County notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without County's written consent, any obligation of Contractor to indemnify County for any actions under this contract.

9. Environmentally Preferred Products/Material Safety Data Sheets. Whenever possible, the Contractor should use environmentally preferable products which present a lesser impact to the public health and the environment than competing products. Contractor

agrees, upon execution of this contract, to submit a copy of the relevant material safety data sheet(s) for any chemical substance the Contractor will bring on to the County's premises and use as part of the work described in this contract.

10. **Nondiscrimination.** No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this contract on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be considered a material defect and shall be grounds for cancellation, termination or suspension in whole or in part by the County.

11. Termination.

11.1 This contract may be terminated under the following conditions:

- a. By mutual consent of both parties.
- b. Contractor may terminate this contract upon a material default of County; however, Contractor must provide written notice to the County Contract Administrator and provide County with thirty days to cure the default.
- c. County may at any time terminate, the whole or any part of, this contract for default if Contractor fails to perform any of the provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the County, fails to correct such failures within seven calendar days or such other period as the County may authorize or require.

11.2 Upon receiving a notice of termination issued by County, Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by County in the notice of termination.

11.3 In the event the Board of Commissioners of Yamhill County reduces, changes, eliminates, or otherwise modifies the funding for this contract, or if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services, then County may terminate this contract, in whole or in part, effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, and Contractor agrees to abide by any such decision.

11.4 In addition to its other rights to terminate, County may terminate this Agreement, in whole or in part, for convenience upon thirty days' prior notice to Contractor. During this thirty-day period, Contractor shall wind down and cease its services as quickly and efficiently as possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.

- 11.5 The rights and remedies of the County provided in this section, are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- 11.6 If this Agreement is terminated under subsections 11.3 or 11.4, County shall be liable only for payment in accordance with the terms of this contract for services satisfactorily rendered prior to the effective date of termination.
- 11.7 Upon termination, Contractor shall deliver to County all contract documents, information, works-in-progress, and other property that are or would be deliverables had the contract been completed.
12. **Time is of the essence.** Time is of the essence in Contractor's performance of each and every obligation and duty under this contract
13. **Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.
14. **Compliance with Applicable Law.** Contractor and its subcontractor(s) shall comply with all federal, state, and local laws and ordinances applicable to the work performed under this contract including, but not limited to the following, as applicable: Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142 and all regulations and administrative rules established pursuant to those laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
15. **Contractor Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters.** The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:
- 15.1 Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
- 15.2 Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;

- 15.3 Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 15.2 of this certification;
- 15.4 Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.
- 15.5 Are on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>
- 15.6 Are out of compliance with the tax laws of Oregon and all tax laws of political subdivisions of the State of Oregon, including, but not limited to, ORS 305.620 and ORS chapters 316, 317 and 318. County may terminate the contract if contractor fails to comply with any tax laws during the term of the contract.
16. **Oregon Registration.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract.
17. **Use of County Facilities.** Contractor and its employees or agents shall have the right to use only those facilities of County that are necessary to perform the services under this contract and shall have no right of access to any facility of the County without prior approval of County management. County shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Contractor or its employees, subcontractors or agents which may be stored on County premises.
18. **Publicity.** Contractor shall not use in its external advertising, marketing programs or other promotional efforts, any data, pictures, or other representations of the County except on prior specific written authorization from County management.
19. **Counterparts.** This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
20. **Warranties.** Contractor represents and warrants to County that: (a) Contractor has the power and authority to enter into and perform the contract, (b) the contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and (c) Contractor's performance under the contract shall be in a good and workmanlike manner and in accordance with the professional standards.
21. **Records.** Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that County and its duly authorized representatives shall have access to such fiscal records and

all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this contract for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Contractor shall permit authorized representatives of the County to perform site reviews for all Services Delivered by Contractor. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three years, except as required longer by law, following final payment and termination of this contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this contract, whichever date is later. All subcontracts shall also comply with these provisions. If OMB Circular A-133 is applicable to this Agreement, then Contractor shall supply County with Contractor's DUNS Number.

22. **Work Product.** All work products of the Contractor which result from this contract ("the work products"), except material previously and mutually identified as confidential or proprietary, shall be provided to County upon request and shall be considered the exclusive property of the County. In addition, if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants County a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so. Such work products include, but are not limited to: databases, templates, file formats, scripts, links, procedures, materials, training manuals and other training materials, specially created key commands, and any other information, designs, plans, or works provided or delivered to the County or produced by Contractor under this contract.
23. **County Policies.** During the performance of this contract, Contractor shall follow County's Affirmative Action Program which is to promote the objectives of the Equal Opportunity Commission's guidelines as set forth in the Equal Opportunity Act of 1972, Oregon State Laws, legal mandates, and Presidential Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Department of Labor Regulation 41 CFR part 60. Contractor shall also follow the County Harassment Free and Violence in the Workplace Policies. All subcontracts shall also comply with these provisions.
24. **Indemnification and Hold Harmless.** Contractor shall defend, indemnify and hold harmless the County, its agents, officers, elected officials and employees from and against all claims, demands and judgments (including attorney fees) made or recovered against them including, but not limited to, damages to real or tangible property or for bodily injury or death to any person, arising out of, or in connection with this contract, to the extent such damage, injury or death is caused or sustained in connection with the negligent performance or willful misconduct of Contractor, or its employee, agents or subcontractors. The County agrees to promptly notify Contractor in writing of any such claim or demand to indemnify and agrees to cooperate with Contractor in a reasonable manner to facilitate the defense of such claim.
25. **Insurance.** Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance or retentions carried by the County. A waiver of

subrogation in favor of the County shall be required on General Liability, Workers Compensation and Automobile Liability coverage.

- 25.1 **Workers' Compensation Insurance.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.
- 25.2 **Commercial General Liability Insurance.** Contractor shall at all times carry a Commercial General Liability insurance policy for at least \$1,000,000 combined single limit per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract.
- 25.3 **Automobile Liability Insurance.** Contractor shall at all times carry Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage for Contractor's vehicles, whether owned, hired, or non-owned, which includes coverage for County, its agents, officers, elected officials and employees.
- 25.4 **Professional Liability/Errors and Omissions Insurance.** Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence (or each claim if coverage is afforded on a claims made basis) and \$2,000,000 in the annual aggregate. If this policy is a "claims made" type policy, the policy type and company shall be approved by County prior to commencement of the Work.
- 25.5 **Extended Reporting Coverage ("Tail Coverage").** For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Contractor shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage provided for thirty-six (36) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of this contract.
- 25.6 **Maximum Deductible/Retention.** Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the County. Contractor is responsible to pay any amounts within the deductible or retention amount.
- 25.7 **Additional Insureds.** The County, its agents, officers, elected officials and employees must be named as additional insureds with respect to Contractor's services to be provided under this Contract. All liability insurance policies, with

the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.

- 25.8 **Insurance Certificates.** Contractor shall deliver to the County, prior to the commencement of the work, a certificate of insurance evidencing all policies required by this contract including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s). Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.
- 25.9 **Subcontractor Insurance.** Contractor shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this contract, unless this requirement is expressly modified or waived by the County.
26. **Survival.** The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.
27. **Amendment.** This contract may only be amended by a written amendment signed by authorized agents of both parties.
28. **Protecting the Federal Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.** The Federal Government suspends or debar Contractors to protect the Federal Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000 to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government. A corporate officer or a designee of the Contractor shall notify the Contract Administrator, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment.
29. **Security of Information**
- 29.1 The County is required to notify its customers if any electronically stored information or written document that contains personal information has been subject to a security breach. Any Contractor of the County who becomes aware of any potential breach of a document or electronic file containing personal information of client of the County will immediately notify the Contract Administrator, who will work with the County Public Information Officer to notify the affected persons. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of a electronic device containing personal information, loss or theft of a paper document containing personal

information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.

- 29.2 No County Contractor will print a person's full Social Security Number (SSN) on any document that will be sent through the mail, without a written request from the person whose SSN will be printed on the document, except as required by law. The Contractor will use only the last 4 digits of a SSN on all documents unless there is a compelling business reason to use the entire SSN. If a document contains a full SSN, the Contractor will take steps to protect the document from unauthorized disclosure. Contractors will not provide copies of a document containing a full SSN to anyone other than the person whose SSN is listed on the document, except as allowed by State or Federal law. The Contractor may provide a copy of a document to a third party with the SSN redacted if the document is otherwise allowed to be released. No Contractor will publicly post or display a document containing a full SSN.
- 29.3 Any County Contractor that collects personal information must develop, implement and maintain reasonable safeguards to protect the security and confidentiality of the information. Employees of the Contractor with access to personal information must take reasonable steps to prevent a breach of the information. Reasonable steps include locking file cabinets, monitoring who has access to areas containing personal information, locking computer workstations if leaving the area, and maintaining physical control over files, computer workstations, thumb drives, cds or other media which contains personal information. Contractors must also ensure the proper disposal of documents or other media which contains personal information. Contracting with a document shredding company will be considered proper disposal of paper documents. The Contractor will be responsible for properly disposing of or erasing electronically stored personal information on hard drives, CDs, thumb drives or other devices under their control.
30. **Performance Standards.** Unless the Contractor is providing architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or related services, as defined in ORS 279C.100, the Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services.
31. **Remedies.** The consequences of the Contractor's failure to perform the scope of work or to meet the performance standards established by this contract may include, but are not limited to:
- a. Reducing or withholding payment;
 - b. Requiring the Contractor to perform, at the Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; and
 - c. Declaring a default, terminating the contract and seeking damages and other relief available under the terms of the contract or other applicable law.

32. Whole Contract. THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OR PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT.

APPENDIX I
Services and Materials Included Under
Licensing and Services Agreement

Traumatic Stress Management (TSM) Train-the-Trainer:

- One 2-day TSM T4T in-person instructor training with a representative of KSL Research (to be scheduled at a mutually convenient future time);
- One copy (per training participant) of the TSM PowerPoints with the license to use for training within the agency for a period of three (3) years;
- One copy (per training participant) of the TSM T4T written instructor manual;
- One copy of the TSM written Personal Impact survey instrument with rights to copy and use within the agency for a period of three (3) years;
- One copy of the TSM Wellness/Resilience written survey with rights to copy and use within the agency for a period of three (3) years;
- Follow-up consultation and support as needed (as defined in Paragraph 6);

Peer Support Instructor Training (Prerequisite of TSM Train-the-Trainer):

- One 1-day Peer Support Instructor training with a representative from KSL Research (to be scheduled at a mutually convenient future time);
- One copy (per training participant) of Peer Support Team Training PowerPoints;
- One copy (per training participant) of the Peer Support Instructor Training written instructor manual;
- One copy (per Peer Support Team member) of the Peer Support Team Training manual;

APPENDIX II
Fees for Services and Materials Provided Under
Licensing and Services Agreement

In consideration for the licensing of the TSM T4T curriculum and provision of services with respect to the curriculum by KSL Research to Client (as outlined in Appendix I), Client shall pay the following Fees to KSL Research:

- \$4,000 = License to use TSM PowerPoints and curriculum for a period of three (3) years; License to use, copy, and distribute TSM written Personal Impact survey instrument for a period of three (3) years; License to use, copy, and distribute TSM Wellness/Resilience written survey for a period of three (3) years; Follow-up consultation and support as needed (as defined in Paragraph 6);

Training Expenses	
<i>TSM T4T</i> Three (3)-year Licenses	\$4,000

Travel Expenses	Air & Trans	Lodging	Fuel/ Mileage	Parking	Per Diem	TOTAL
Estimated Airfare	\$400.00		\$36.72			\$436.72
Car Rental	\$300.00		\$25.00			\$325.00
Per Diem Lodging (150/night) x4		\$600.00				\$600.00
Per Diem M & I (\$59/day)					\$236.00	\$236.00
Airport Parking				\$44.00		\$44.00
Estimated Travel Expenses						\$1,641.72

TOTAL EXPENSES	\$5,641.72
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KSL Research has agreed to provide the services and materials outlined in Appendix I to Client under the following payment terms: Client agrees to pay the fees listed above in full within thirty (30) days of service.

APPENDIX III

MODIFICATION(S) TO STANDARD TERMS AND CONDITIONS

The following sections of the Standard Contract Terms and Conditions are modified as follows:

Section 20 is modified to include the following additional language.

20.1 Disclaimer Of Warranties. The *TSM T4T* curriculum and the *Peer Support* curriculum is licensed "As Is". KSL Research disclaims all warranties whatsoever, expressed or implied, statutory, or otherwise, and KSL Research expressly disclaims any warranty of merchantability, non-infringement, fitness for any particular purpose, or any warranty otherwise arising in any way out of this Agreement.

20.2 Limitation of Liability. Client acknowledges that the *TSM T4T* and *Peer Support* curricula may still be under development, or may be incomplete, and that it may relate to materials that are under development or are planned for development. KSL Research therefore gives no warranties regarding the accuracy of the *TSM T4T* and *Peer Support* curricula or information related to it. KSL Research accepts no responsibility for any expenses, losses or actions undertaken or not undertaken by the Client as a result of Client's receipt or use of the *TSM T4T* and *Peer Support* curricula.

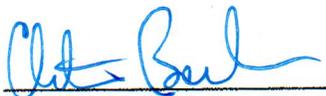
In no event will the KSL Research be liable to client or any third party for the cost of procuring substitute goods or services, lost profits, loss of use, loss of data or any incidental, consequential, indirect, or special damages, whether under contract, tort, warranty or otherwise, arising in any way out of this or any other related agreement, whether or not such party had advance notice of the possibility of such damages. In the event that KSL Research is found to be liable for damages under this Agreement, the Parties agree that the total amount of such damages will not exceed the total purchase price paid by Client.

Section 22 language is deleted and replaced with the following language.

22.1 Limitations on Use. Client understands and agrees that the *TSM T4T* curriculum is being provided under this Agreement to the Client only, and not to any others agencies, organizations or corporations. Client is not authorized under this agreement to reproduce, distribute, or otherwise share the *TSM T4T* curriculum with any individual or organization outside of that of the Client. Client further agrees that only individuals who have completed the *TSM T4T* training and are certified through the *TSM T4T* can be trainers within their organization and that no other individuals will provide training based on the *TSM T4T* curriculum.

Client understands and agrees that the *Peer Support Instructor Training* is being provided under this Agreement to the Client only, and not to any others agencies, organizations or corporations. Client is not authorized under this agreement to reproduce, distribute, or otherwise share the *Peer*

Approved as to form by
the Office of County Counsel:



Dated:

4/27/17

Support curriculum with any individual or organization outside of that of the Client. Client further agrees that only individuals who have completed the *Peer Support Instructor Training* are certified to be trainers of the *Peer Support* curriculum within their organization and that no other individuals will provide training based on the *Peer Support* curriculum.

22.2 License Grant. Subject to the terms and conditions of this Agreement, KSL Research hereby grants to Client a non-transferable, non-exclusive, right and license to any and all written materials included with the *TSM T4T* curriculum, including PowerPoint presentations, participant workbooks, and any other written materials for the Term of this Agreement.

In no event shall the license granted under this section be construed as including a license of any kind, either expressed, implied, via estoppel or otherwise, to any of KSL Research's Intellectual Property Rights other than those rights expressly granted in this Agreement. This license shall not be assigned, transferred or sublicensed by Client without the express written authorization of the KSL Research, which authorization may be withheld in the sole and absolute discretion of KSL Research.

22.3 Support and Updates. The *TSM T4T* curriculum is provided with email and telephone support during the Term of this Agreement. KSL Research may provide Client with updates and corrections to the *TSM T4T* training curriculum at its discretion. For purposes of this Agreement, such updated or corrected versions will be emailed to the Client and shall be deemed to be included in the *TSM T4T* training curriculum and governed by the same terms and conditions included herein.

22.4 Intellectual Property Rights. Client recognizes and agrees that KSL Research shall retain on behalf of itself all right, title and interest to the *TSM T4T* and the *Peer Support* training materials, all materials incorporated therein and related materials including, without limitation, all developments, improvements and modifications thereto (if any) created by or for KSL Research to such curriculum, training or materials during the course of providing any services to Client hereunder. KSL Research shall also retain on behalf of itself all associated Intellectual Property Rights, including the title to copies of any or all media bearing information regarding the *TSM T4T* and the *Peer Support* training curriculum. By signing this Agreement, Client understands that it acquires no interest under this Agreement to any Intellectual Property Rights of any kind other than those rights expressly granted under this Agreement.

Section 29 is modified to include the following additional language.

29.4 Use of Confidential Information. Client agrees to use the *TSM T4T* Curriculum and the *Peer Support* Curriculum solely for the purposes set forth in this Agreement and shall have no right to use or disclose such information or materials for any other purposes. Client understands and agrees that the *TSM T4T* curriculum and the *Peer Support* curriculum are being provided to the Client only, and not to any others agencies, organizations or corporations. Client may disclose the Curriculum and Confidential Information of KSL Research to its relevant employees, agents

Approved as to form by
the Office of County Counsel:



Dated:

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or its appointed professionals, provided that the Client shall ensure that such persons shall comply with relevant terms and conditions of this Agreement. Client is not authorized under this agreement to reproduce, distribute, or otherwise share the *TSM T4T* curriculum or *Peer Support* curriculum with any individual or organization outside of that of the Client.

29.5 Safeguarding of Confidential Information. Client agrees to use its diligent efforts to protect KSL Research's Intellectual Property while executing its rights under this Agreement. Specifically, Client agrees to advise KSL Research immediately upon knowledge of any infringements of KSL Research's Intellectual Property or Intellectual Property Rights, and to assist as reasonably requested by KSL Research, in the safeguarding of such rights.

Section 33 will be added and will include the following language:

33. **Assignment.** Client shall not assign or transfer, in whole or in part, this Agreement (whether directly or indirectly, whether by operation of law or otherwise) without the express consent of KSL Research.

Section 34 will be added and will include the following language:

34. **Authority.** Each Party represents and warrants to the other Party that such Party is authorized and has the power and authority to execute and deliver this Agreement and to perform such Party's obligations hereunder.

Approved as to form by
the Office of County Counsel:



Dated: _____

4/27/17