



**County of Solano
Standard Contract**

For County Use Only
 CONTRACT NUMBER:
 00591-13
 Dept., Division, FY, #)
 H&SS, CWS
 BUDGET ACCOUNT:
 7606
 SUBJECT ACCOUNT:
 2245

1. This Contract is entered into between the County of Solano and the Contractor named below:

Chabot Las Positas Community College District

CONTRACTOR'S NAME

2. The Term of this Contract is:

7/1/2012 to 6/30/2013

3. The maximum amount of this Contract is:

\$ 752,055

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on _____, 2012.

CONTRACTOR	COUNTY OF SOLANO
Chabot Las Positas Community College District CONTRACTOR'S NAME	Birgitta E. Corsello DATED County Administrator TITLE
SIGNATURE	275 Beck Ave. ADDRESS
PRINTED NAME AND TITLE	Fairfield CA 94533 CITY STATE ZIP CODE
5020 Franklin Drive ADDRESS Pleasanton, CA 94588 CITY STATE ZIP CODE	Approved as to Content: DEPARTMENT HEAD OR DESIGNEE Approved as to Form: COUNTY COUNSEL

Rev. 1/09/08

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

Contract Description

As administrator of the Title IV-E training contract with Solano County, Chabot-Las Positas Community College District (Contractor) will provide Title IV-E training and technical assistance through contract management and subcontract management

Work Activities

I. Overview

a. Audience

There are two types of programs funded under this contract: the first includes training for child welfare workers, the second covers training for group home staff and foster care providers. Both programs benefit children in foster or adoptive care in Solano County by providing resources to those who care for them.

b. Contract Parties

The trainings offered shall fulfill the requirements for Title IV-E federally funded training programs. Contractor shall collaborate with subcontracting agencies and Solano County, (County) to coordinate training schedules, locations and subcontracting activities.

c. Subcontractors

The Contractor shall work closely with subcontractors (Seneca Center, Alternative Family Services and A Better Way) to build on the accomplishments of the 2004-2012 programs in designing the 2012-13 training program. Trainings and technical assistance will be offered to group home, foster family agency staff, and other foster care providers in a coordinated and (as needed) sequential manner, ranging from a foundational knowledge of direct care; to sophisticated skills for intervening with children and families in crisis; to the design of innovative services that meet the needs of even the most challenging clients, in the least restrictive and most family-like setting possible.

II. Trainings Address Differing Needs in County

a. Child Welfare Staff Trainings

County staff training courses will allow trainees to build on and enhance their professional competencies, as outlined by County supervisory staff. Training topics, scheduling and delivery, will be coordinated between County staff and Contractor. County staff and Contractor will work together to establish the audiences for the trainings, as well as selecting which trainings and which instructors can best address the needs identified by the department.

b. Group Home Provider, Foster Family Agency Staff and Foster Parent Trainings

Contractor, in collaboration with its subcontractors, shall design and convene a series of training courses that shall serve as a local training resource for group home staff and foster care providers serving County's federally IV-E eligible children. Trainings will be delivered at the provider's site or another location, depending on need and specificity necessary for the audience.

III. Categories of Title IV-E Allowable Trainings

a. General Trainings

These trainings provide new information and refresher courses directly related to working with court dependents and their families, and to maintain the exemplary skill level required by group home providers.

- The trainings will be offered via lecture, group discussions and interactive activities.
- General Trainings range in topic area from Child Abuse Reporting and Family Dynamics to Suicide Prevention in Youth.
- General Trainings include more advanced trainings that include those mandated for the staff working with foster children.
- The majority of Title IV-E trainings qualify under the General Trainings category.

b. Organizational Trainings

These trainings provide health and safety and other administrative needs not related to hands-on care for foster children.

- The trainings will be offered via lecture, group discussions and interactive activities.
- Organizational training topics range from CPR/First Aid and supervisory and employee skills, such as conflict resolution, hiring and retention of staff, and computer training.
- A small portion of Title IV-E trainings qualify as organizational trainings.

IV. Scheduling:

- a. Courses start July 2013 and are delivered as needed until June 30, 2013.
- b. Contractor will work with County Deputy Director or designee to receive authorization of training topics and training schedule. Contractor will maintain schedules of trainings.
- c. Cancellations-both Contractor and County retain the right to cancel any class that is offered under this Agreement no later than 7 days before the first meeting of the class. However, if there are less than six (6) registrants for a scheduled class, the class may be canceled at Contractor's discretion for lack of interest.

V. Evaluation and Post-Testing Requirements:

- a. Following all trainings, participants will be requested to fill out a course evaluation to assist the program coordinators with assessing the effectiveness of the instructor, materials, and information offered in the training. Changes will be made to those courses not delivering a quality, engaging educational experience.
- b. Trainings that meet regulatory/licensing requirements shall require a post-test. 75% of the class shall pass the post-test with 75% score or better. If majority of class does not pass post-test, instructor and curriculum shall be reviewed and steps taken to assure success in subsequent trainings, and additional training shall be provided to students who did not pass the post-test to assure their comprehension of the material. County reserves the right to review and approve the content of post-test material for appropriate level of difficulty.

VI. Reporting Requirements:

- a. Invoices shall have supporting documentation for each training invoiced, including:
 - o Breakdown of types of participants in training by month:
 - Number of subcontractor staff
 - Number of other agencies' or probation group home staff
 - Number of current and prospective foster and adoptive parents
 - Number of County staff
 - o Participant sign-in sheet
 - o Outline/summary of training (if not previously submitted)
 - o Summary of each class' evaluations (number submitted, average "grade" on each evaluation point, overall grade for training, comments as necessary)
 - o Summary of each class' post-tests (if applicable – see §5.b. above)
 - o Contractor shall be responsible for maintaining raw data to back-up monthly summary reports, to be made readily available to county or federal employees as required for auditing purposes.

- b. Annual Report shall be submitted by September 30, 2013, reflecting the contract year's activities, including:
 - o Overview of program
 - o Forward-looking discussion of how to improve or build upon successes
 - o Training detail
 - Training topics delivered
 - Total number of hours delivered
 - Total number of individuals participating in each training topic
 - o Total match provided, budget detail of match
 - o Total reimbursement amount
 - o Breakdown of types of participants in training for the year
 - o Number of subcontractor staff
 - o Number of other agencies' or probation staff
 - o Number of current and prospective foster and adoptive parents
 - o Number of County staff

VII. Certification/Licensure:

- a. Contractor represents that it is a public post-secondary educational institution with the capability and the experience to provide services in the subject area specified herein. If any class offered under this contract is for college credit, the instructor employed to teach this class will hold or qualify for a valid Faculty Service Area (FSA) authorizing instruction at the post-secondary level in the subject area specified.
- b. Contractor and subcontractors will maintain all licensures and certifications as required by regulatory statute and standard for each agency's operations. Subcontracted agencies will maintain and keep current all licenses granted through the State Department of Social Services and the accreditation granted through the California Alliance of Services to Children and Families.

VIII. Service Area: County of Solano

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IX. Service Delivery Sites:

Most training will be offered at our subcontractors' training centers; however, trainings for individual agencies may be delivered at the provider's site. County trainings will be delivered primarily at county facilities or at other public areas convenient to staff members. Other venues may be used as necessary to accommodate larger audiences or special needs.

X. Instructor Qualification Criteria:

Contractor shall choose instructors by their ability to fulfill instruction requirements in specific topics, including subject matter expertise and training experience.

EXHIBIT B
PAYMENT PROVISIONS AND BUDGET DETAIL

A. INVOICING PROCEDURES

1. **Solano County's Contract Amount:** Maximum contract amount (payment to Contractor): \$752,055
2. **Maximum amount to be reimbursed:** \$ 752,055.
3. **Minimum match amount (provided by Contractor):** 45.86% of total training costs, or \$637,038 if entire contract is utilized at General Training rate.
4. **Total Training Costs to be Billed to the State** (payment + match): \$1,389,093
5. **Terms and Conditions of Payment:** Contractor's payment amount shall not exceed the total amount of \$752,055 for the term of this agreement. It is the obligation of the Contractor to progressively monitor all expenditures and take appropriate corrective preventive measures including the timely notification of Solano County Health and Social Services Department, Child Welfare Services Division (SCHSS-CWS) if stoppage of services becomes the necessary measure to prevent the over-expenditure of contract funds. Prior approval from the Deputy Director or an authorized designee and Contractor's signatory or an authorized designee shall be required to alter or change the terms and conditions of this agreement.
6. **Payment for Services Rendered Only:** Contractor shall only be paid for services rendered and invoiced to County. County is not obligated to pay for any part of contract amount that does not reflect services rendered with documentation of such services provided.
7. **Funding Availability:** Funding of this contract is subject to the availability of authorized funds. If expected or actual federal or state funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this contract, or any subsequent amendment, the County of Solano may, upon written notice to the Contractor, terminate this contract in whole or in part.
8. **Subcontracts:** Contractor will be developing subcontracts with Seneca Center, Alternative Family Services and A Better Way to deliver instruction. Other subcontracts may be developed to deliver trainings, if appropriate.
9. **Cost Reimbursement:** All trainings to be invoiced on a Cost Reimbursement basis. Reimbursement is dependent on 1.) The type of training being delivered and 2.) Whether the cost of the training falls within the usual and average costs, or if it exceeds average costs and therefore is reimbursed at a direct Fee-For-Service basis.
10. **Types of Trainings:** Trainings will be divided into two categories: General Trainings and Organizational Trainings.
 - a. General Trainings increase the ability of staff to provide support and assistance to foster and adoptive children; and include trainings for managers and supervisors who manage child care workers, as well as trainings that increase the general skill level of employees.
 - b. Organizational Trainings include trainings that do not benefit the foster children directly, but give employees the tools to better perform at their jobs.

11. Federal Financial Participation (FFP) rate for Solano County (72.19%):

- a. Direct Training costs of General Trainings will be reimbursed at the rate of 75% FFP (or, 54.14% at the current FFP). Administrative costs of General Trainings will be reimbursed at the rate of 50% FFP (or, 36.1% at the current FFP).
- b. All costs of Organizational Trainings are considered to be Administrative, and will be reimbursed at the rate of 50% FFP (or, 36.1% at the current FFP).

12. Rate: Hourly trainings will be invoiced at an average rate \$538.00 per hour. Based on the Federal Financial Participation rate of 72.19%, the majority of General Training expenses will be reimbursed 54.14%, with the exception of indirect costs, which are to be reimbursed at 36.1%, for a total of \$262.77 per hour. Organizational Training expenses will be fully reimbursed at 36.1%, or \$194.22 per hour.

13. Fee for Service Trainings: For ease of processing, an average hourly cost of \$538.00 will be used as a basis for invoicing for most training. Trainings that have costs exceeding average hourly costs will be billed as a Fee for Service (FFS) training. A pool of \$260,675 of the total contract amount is to be set aside for those trainings which have costs exceeding the average hourly rate. These trainings are often delivered by outside experts, usually for multiple group home providers, often at a conference site. Reimbursable expenses for Fee for Service trainings are the same as for hourly trainings. These include instructor costs, staff costs, materials and postage, facilities (reimbursed at the 75% FFP rate) and indirect costs (reimbursed at the 50% FFP rate).

14. Match: Contractor will provide a minimum of 45.86% of the total costs incurred as in-kind match. Match amount for this contract is figured at a 72.19% Federal Financial Participation rate (currently Solano County's rate). Actual in-kind amount is dependent on the reimbursement received. If the entire contract is utilized at the General Trainings rate, minimum in-kind match to be provided by Contractor for this contract will be \$637,038.

15. Invoicing Procedures: The initial request for payment will be submitted after the end of the third fiscal quarter (March 2013), and will include all training expenses from July 1, 2012 through February 28, 2013. Subsequent requests for payment will be submitted on a monthly basis. Monthly billable activities will be subtotaled by series:

- Contractor's (CLPCCD) Trainings (includes SCHSS-CW staff trainings)
- General Trainings
- Organizational Trainings
- Subcontractors' Trainings
- Fee for Service Trainings
- Monthly total
- Year-to-date invoiced
- Remaining balance
- Match: current month's match
- Total amount to be billed by Solano County to the State (billable total + match)
- Invoices shall require the original signature of the District Executive Director, Economic Development/Contract Education, Vice Chancellor of Business Services, or an official designee.

16. An Annual Report will be due on September 30, 2013.

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17. Contractor shall send or deliver originally signed invoices to:
Solano County Health & Social Services Department
Attn: Contracts Bureau
275 Beck Avenue, 5-220
Fairfield, CA 94533

18. Training Budget Detail

Contract Revenue

Federal Participation	\$752,055.00
CLPCCD - Minimum Match (45.86%) (if Contract Fully Utilized)	\$637,038.00
Total Contract	\$1,389,093.00

Contract Fund Distribution

Trainings delivered on a Fee for Service basis	\$260,675.00
Hourly reimbursement trainings	\$491,380.00

Category	Average Actual Cost per Hour	Reimbursement for General (discounted 75%)	Reimbursement for Organizational (discounted 50%)
<i>Rate</i>		$72.19 \times 75\% = 54.14\%$	$72.19 \times 50\% = 36.1\%$
Personnel			
Instructor Costs	\$140.00	\$75.80	\$50.54
Staff Costs	\$89.00	\$48.18	\$32.13
<i>Personnel Subtotal</i>	<i>\$229.00</i>	<i>\$123.98</i>	<i>\$82.67</i>
Other Expenses			
Materials and Postage	\$36.00	\$19.49	\$13.00
Facilities	\$115.00	\$62.26	\$41.52
Indirect Costs (<i>reimbursed at 50% for all trainings</i>)	\$158.00	\$57.04	\$57.04
<i>Other Expenses Subtotal</i>	<i>\$309.00</i>	<i>\$138.79</i>	<i>\$111.55</i>
Hourly Cost of Training	\$538.00	\$262.77	\$194.22

Contract Summary		
Reimbursement Maximum:		\$752,055.00
Fee for Services Trainings		\$260,675.00
Hourly Reimbursement Trainings		\$491,380.00
Hourly Distribution		
	CLPCCD	
	Reimbursement	Match
General Trainings	\$262.77	\$275.23
Organizational Trainings	\$194.22	\$343.78
Minimum Match (if contract fully utilized)		\$637,038.00
Contract Total		\$1,389,093.00

Based on federal financial participation ratio of 72.19% for Solano County.

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CWS & Probation Trainings	Hourly	Fee for Service
Parent Mentors \$10 x 10 hrs per week x 2PMs		\$13,000
Relative Care Giver Seminars Includes monthly facilitator, venue, training materials		20,250
Professional Experts Blackmon (\$12/hr x 20 hrs/wk x 52 wks)		21,600
Louisell (1 day/wk)		39,000
Gibson (2hrs/wk x 26 wks)		6,500
Sheppard (20 hrs/wk x 26 wks)		65,000
All Staff Event Includes facilitator, venue, training materials		8,125
Staff Off-site Training Costs Cost reimbursement, incl. registration fees, mileage, tolls, etc. Expenses for up to 80 staff		25,000
<i>CWS/Probation Subtotal</i>		\$198,475
Community-Based Organizations/Subcontractors	Hourly	Fee for Service
A Better Way	400	\$12,500
Alternative Family Services	450	12,500
Seneca Center	1020	12,500
St. Vincent's School for Boys		12,500
Miscellaneous short-term contracts (e.g. FKCP, Job City)		12,200
<i>CBO Subtotal (fee for service)</i>		\$62,200
<i>CBO Subtotal (hourly trainings @ \$262.77)</i>	1870	
All Trainings Reimbursement Total		
Hourly: 1,870 hours @ \$262.77		\$491,380
Fee for Service:		260,675
		\$752,055
Training Dollars (Reimbursement) for 2012-13 Title IVE Contract		\$752,055
Estimated Match Dollars Required (45.86% of Total)		\$637,038.00
Total Contract Amount, Including Reimbursement and Match		\$1,389,093.00

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B. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon review and approval of County's representative, County will pay Contractor monthly in arrears for fees and expenses incurred the prior month, or upon demonstrated completion of deliverables, as applicable, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges. Contractor must document all expenses submitted to County for payment under this Contract by maintaining complete and accurate records of all financial transactions related to the services performed under this Contract including, but not limited to, invoices, receipts, time sheets, itemized cost lists, and other official documentation that sufficiently support all charges under this Contract.

C. COMPENSATION

County shall reimburse Contractor for allowable costs in accordance with the Contract Budget. Contractor shall bill actual expenses incurred each month and may make transfers between budget line items, providing the transfer is less than 10% of the total budget and transfer does not reduce Personnel expenses. Contractor shall promptly notify County in writing of such transfer. Transfers between budget line items totaling more than 10% of the budget or involving changes to Personnel expenses may be made only upon prior written approval of County. The maximum amount of compensation under the Contract may not exceed the amount listed on Section 3 of the Standard Contract.

Contractor will use a cost allocation method for personnel and indirect costs. Contractor's cost allocation method must be supported by a cost allocation plan with a quantifiable methodology validating the basis for paying such expenditures. The cost allocation plan should be prepared within the guidelines set forth under Exhibit C, Section 13B.

D. PERSONAL PROPERTY

Purchase of personal property using funds from this contract must have prior written approval from the County, as follows:

- a. Purchases of computer, software, and printers regardless of cost
- b. Purchases of other personal property over \$1,500

Contractor shall develop and maintain a system to track such tangible personal property and submit an annual accounting of all property purchased with County funds. Contractor shall ensure adequate safeguards are in place to protect such assets and shall exercise reasonable care over such assets to protect against theft, damage or unauthorized use. Contractor shall return such assets to the County upon Contract termination; unless the depreciated value of the asset is \$0, based on a straight line method of depreciation (refer to 2 CFR Part 225).

E. FINANCIAL STATEMENTS AND AUDITS

- a. Contractor shall submit verification of non-profit status.
- b. Contractor shall conduct an audit, at Contractor's expense, according to the requirements of OMB Circular A-133, which identifies all funds granted, received, disbursed and expended.
- c. Contractor agrees to submit an annual audited financial statement to the County 120 days after termination/completion of contract.
- d. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, State or Federal Government requests an audit.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

County will pay Contractor's final claim for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final claim for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final claim for payment 30 days after termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. WARRANTY

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- (1) General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(Including operations, products and completed operations.)
- (2) Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
- (3) Workers' Compensation: As required by the State of California.
- (4) Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

D. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

E. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- (1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers in excess of Contractor's insurance and shall not contribute to it.

(3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Contractor, except after 30 days prior written notice has been provided to County.

G. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

H. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

I. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

8. BEST EFFORTS

Contractor warrants that Contractor will at all times faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

- (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
- (2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
- (3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;
- (4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
- (5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor warrants that it will comply with the appropriate cost principles and administrative requirements including claims for payment or reimbursement by County as outlined in the Applicable Cost Principles and Administrative Requirements table below, as currently enacted or as may be amended throughout the term of this Contract.

Applicable Cost Principles and Administrative Requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations)		
OMB (Office of Management and Budget)		
Related URLs:		
• Various OMB Circular:	http://www.whitehouse.gov/omb/grants_circulars	
• Code of Federal Regulations:	http://www.gpoaccess.gov/CFR	

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor warrants that Contractor is knowledgeable of Government Code section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor warrants that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the state and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is

withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Contract is terminated for non-appropriation:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in

these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this resolution.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Contractor, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representations and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies shall be deemed to be original copies.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. DRUG FREE WORKPLACE

Contractor shall execute the form attached as Exhibit "D-1"

2. CHILD/ADULT ABUSE

Contractor shall execute the form attached as Exhibit "D-2" and "D-3".

3. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor shall execute the form attached as Exhibit "D-4".

4. CONFIDENTIALITY OF MENTAL HEALTH RECORDS

Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records. County and Contractor shall maintain the confidentiality of any information regarding clients (or their families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the client's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.

5. TERMINATION

In addition to the terms in Exhibit C, Section 4, the following provisions apply to terminations:

A. **Termination for Cause:** If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Contract, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Contract, County shall thereupon have the right to terminate the Contract by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Contract upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Contract, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Contract or from whatever remains due Contractor by County from any other contract between Contractor and County).

B. **Termination by Mutual Agreement:** County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

6. CLOSING OUT

Notwithstanding Section 1 in Exhibit C, Contractor is required to submit a preliminary final claim for payment within 7 days after termination/expiration of this Contract. Contractor may submit a corrected final claim provided that it is submitted no later than 30 days after contract termination and/or expiration.

County of Solano
Standard Contract

EXHIBIT D-1

SOLANO COUNTY

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

Chabot Las Positas Community College District

The contractor or grant recipient named above hereby certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. The above-named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organization's policy of maintaining a drug-free workplace;
 - (c) Any available counseling, rehabilitation and employee assistance programs; and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement; and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME TITLE

DATE EXECUTED EXECUTED IN THE COUNTY OF SOLANO

CONTRACTOR OR GRANT RECIPIENT SIGNATURE TITLE

FEDERAL I.D. NUMBER

County of Solano
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EXHIBIT D-2

CHILD ABUSE REPORTING REQUIREMENTS

Section 11166 of the Penal Code requires any child care custodian, medical practitioner, non medical practitioner, or employee of a child protective agency who has knowledge of, or observes a child in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects, has been the victim of a child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone, and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

A full copy of Penal Code section 11166 has been provided to me.

I, the undersigned, have read and understand the requirements of Penal Code section 11166 and will comply with its provisions.

Name: _____

Title: _____

Date: _____

County of Solano
Standard Contract

EXHIBIT D-3

ADULT ABUSE REPORTING REQUIREMENTS

Welfare and Institutions Code section 15630 and following:

The undersigned, having read the statement below, signifies knowledge and understanding of its provisions:

Section 15630 of the Welfare and Institutions Code requires any care custodian, health practitioner, or employee of an adult protective services agency or a local law enforcement agency who has knowledge of, or observes a dependent adult, in his or her professional capacity or within the scope of his or her employment who he or she knows has been the victim of physical abuse, or who has injuries under circumstances which are consistent with abuse where the dependent adult's statements indicate, or in the case of a person with developmental disabilities, where his or her statements or other corroborating evidence indicates that abuse has occurred, to report the known or suspected instance of physical abuse to an adult protective services or a local law enforcement agency immediately or as soon as practically possible by telephone and to prepare and send a written report, thereof, within 36 hours of receiving the information concerning the incident.

"Care Custodian" means an administrator or an employee of any of the following public or private facilities:

- | | |
|---|--|
| 1. Health facility | 12. Licensing worker or evaluator |
| 2. Clinic | 13. Public assistance worker |
| 3. Home health agency | 14. Adult protective services agency |
| 4. Educational institution | 15. Patient's rights advocate |
| 5. Sheltered workshop | 16. Nursing home ombudsman |
| 6. Camp | 17. Legal guardian or conservator |
| 7. Respite care facility | 18. Skilled nursing facility |
| 8. Residential care institution including foster homes and group homes | 19. Intermediate care facility |
| 9. Community care facility | 20. Local Law enforcement agency |
| 10. Adult day care facility, including adult day health care facilities | 21. Any other person who provides goods or services necessary to avoid physical harm or mental suffering and who performs duties |
| 11. Regional center for persons with developmental disabilities | |

"Health Practitioner" means a physician, surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, marriage, family and child counselor or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code, any emergency medical technician I or II, paramedic, a person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code, or psychological assistant registered pursuant to Section 2913 of the Business and Professions Code, a marriage, family and child counselor trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code, a state or county public health employee who treats a dependent adult for any condition, a coroner, or a religious practitioner who diagnoses, examines, or treats dependent adults.

I certify that a full copy of Welfare and Institutions Code section 15630 and following has been provided to me, and I have read and understand the above statement and will comply with its provisions.

Name: _____

Signature: _____

Title: _____

Date: _____

Supervisor's Name: _____

Signature: _____

EXHIBIT D-4

SOLANO COUNTY

HIPAA BUSINESS ASSOCIATE CERTIFICATION

45 C.F.R. Parts 160-164

Chabot Las Positas Community College District

The Contractor or grant recipient (“Contractor”) named above certifies compliance with the privacy standards of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations issued by the United States Department of Health and Human Services at 45 CFR. (“Code of Federal Regulations”) Parts 160-164. Pursuant to HIPAA, Contractor has been found to be a Business Associate of the County of Solano. The privacy standards require the County to ensure that its Business Associates who receive or create confidential information in the course of providing services on behalf of the County comply with certain obligations regarding the confidentiality of protected health information (“PHI”).

As a Business Associate of the County of Solano, the above named Contractor will:

1. Disclose or use protected health information it creates for or receives from the County only:
 - (a) For functions and activities on the County’s behalf;
 - (b) As authorized for Contractor’s management, administrative or legal responsibilities as a Business Associate of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;
 - (c) As required by law.
 - (d) To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).
 - (e) To report violations of law to appropriate Federal and State authorities, consistent with CFR §164.502(j)(1).
2. Not further disclose or use protected health information except as specified in this Exhibit or as otherwise required by law.
3. Comply with 45 CFR Parts 160-164 as applicable to a “business associate” of a “covered entity,” and with applicable state law that is not preempted by 45 CFR Part 160, Subpart B.
4. Develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent use or disclosure of PHI other than as provided in this Agreement or in compliance with Social Security Acts § 1173(d) (42 U.S.C. § 1320d-2(d)) and 45 CFR § 164.530 (c).
5. Require any agents, including subcontractors to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, to provide reasonable written assurance that subcontractor or agent will comply with the same restrictions

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6. Comply with, and require each subcontractor or agent involved to comply with each applicable requirement of 45 CFR 1162, if subcontractor conducts in whole or in part Standard Transactions for or on behalf of the County.
7. At the request of the County, and in the time and manner designated by the County, Contractor shall provide access to PHI in a Designated Record Set to an Individual subject of the PHI, or to the County, to meet the requirements of 45 CFR § 164.524.
8. Upon receipt of notice from County, promptly amend or permit the County access to amend any portion of protected health information in the designated record set which Contractor created for or received from the County so that the County may meet its amendment obligations under 45 CFR § 164.526.
9. Document each disclosure it makes of PHI which Contractor created for or received from County and make available an accounting of such disclosures to the individual subject to the disclosure, or the County for inspection during regular business hours at its place of business so that County may meet its disclosure accounting obligations under 45 CFR § 164.528.
10. Make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the U.S. Department of Health and Human Services to determine compliance with 45 CFR Parts 160-164 or this Exhibit.
11. Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure under 45 CFR § 164.512(d)(3).
12. Report to the County, in writing, any use or disclosure of protected health information not permitted by this Exhibit, or otherwise in violation of the Privacy Rule (45 CFR Part 164), within five (5) days of becoming aware of such use or disclosure pursuant to 45 CFR § 164.504(e)(2)(ii)(C).
13. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI in violation of the requirements of this Agreement or HIPAA regulations.
14. Upon termination of this Agreement for any reason:
 - (a) Return all PHI received from the County, or created or received by Contractor in connection with work performed under this Contract required to be retained by the Privacy Rule.
 - (b) Return or destroy, at County's sole discretion, all other PHI received from the County, or created or received by Contractor on behalf of the County.
 - (c) Retain no copies of PHI, including PHI in possession of subcontractors or agents of Contractor.
 - (d) Provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the PHI is not feasible, Contractor shall extend the protections of this Agreement to such PHI and limit further use and disclosures of such PHI for so long as the Contractor or any of its agents or subcontractor maintains such PHI.

County of Solano
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15. Agree to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of PHI.

16. Retain records, minus any PHI required to be returned by Section 14, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

CERTIFICATION

I, the official named below, swear that I am duly authorized legally to bind the Contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Contractor or Grant Recipient Signature Date

Official's Name (type or print)

Title Federal Tax ID Number