



**County of Solano
Standard Contract**

For County Use Only
CONTRACT NUMBER:
 00591-17
 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:

7/1/2016 to 6/30/2017

3. The maximum amount of this Contract is:

\$ 752,005

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 _____, 2016.

CONTRACTOR	COUNTY OF SOLANO
<u>Chabot Las Positas Community College District</u> CONTRACTOR'S NAME	
_____ SIGNATURE	<u>Birgitta E. Corsello</u> DATED <u>County Administrator</u> TITLE
_____ PRINTED NAME AND TITLE	<u>275 Beck Ave.</u> ADDRESS <u>Fairfield</u> CA <u>94533</u> CITY STATE ZIP CODE
<u>7600 Dublin Blvd. Suite 102</u> ADDRESS <u>Dublin, CA 94568</u> CITY STATE ZIP CODE	Approved as to Content: _____ DEPARTMENT HEAD OR DESIGNEE Approved as to Form: _____ COUNTY COUNSEL

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A **SCOPE OF WORK**

I. Contract Description

Contractor will provide Title IV-E training and technical assistance through contract management and subcontract management. Training is covered under Office of the Administration for Children & Families Regulations 8.1H TITLE IV-E, Administrative Functions/Costs, Training.

II. Work Activities

A. Overview

i. Audience

There are two types of programs funded under this Contract: the first includes training for child welfare staff, and the second covers training for care providers and staff members that provide support and assistance to care providers. Both programs benefit children in foster or adoptive care in Solano County by providing training to those who care for them.

ii. Contract Parties

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

iii. Subcontractors

Contractor will work closely with Foster Family Agency subcontractors (Seneca Center, Alternative Family Services, A Better Way and Aldea). Contractor will also work with other Foster Family Agencies interested in providing training.

B. Trainings Address Differing Needs in County

i. 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.

ii. Foster Family Agency Staff and Foster Parent Trainings

Contractor, in collaboration with its subcontractors, will design and convene a series of training courses that will serve as a local training resource for 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 providers. General Trainings range in topic area including:

- Social work practice, such as family centered practice and social work methods including interviewing and assessment.
- Cultural competency related to children and families.
- Child abuse and neglect issues, such as the impact of child abuse and neglect on a child, and general overviews of the issues involved in child abuse and neglect investigations, if the training is not related to how to conduct an investigation of child abuse and neglect.
- Permanency planning including using kinship care as a resource for children involved with the child welfare system.
- General substance abuse, domestic violence, and mental health issues related to children and families in the child welfare system, if the training is not related to providing treatment or services.
- Effects of separation, grief and loss, child development, and visitation.
- Communication skills required to work with children and families.
- Activities designed to preserve, strengthen, and reunify the family, if the training is not related to providing treatment or services.
- Assessments to determine whether a situation requires a child's removal from the home, if the training is not related directly to conducting a child abuse and neglect investigation. Training on how to conduct specialized assessments such as psychiatric, medical or educational assessments are not permitted.
- Ethics training associated with a title IV-E State plan requirement, such as the confidentiality requirements in section 471(a) (8) of the Act.

IV. Scheduling:

- A.** Contractor will work with County Contract Manager to receive authorization of training topics and training schedule. Contractor will maintain schedules of trainings.

Both Contractor and County retain the right to cancel any class that is offered under this Contract 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 will require a post-test. 75% of the class will pass the post-test with 75% score or better. If a majority of class does not pass the post-test, the instructor and curriculum will be reviewed and steps taken to assure success in subsequent trainings. Additional training will 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. Monthly reports will have supporting documentation for each training provided, including:
- i. Fee for Service Training used by County and costs.
 - ii. Fee for Service Training used by providers including proposal.
 - iii. Breakdown of general trainings by subcontractor including:
 - Dates, topic and summary, training objective and length of each training;
 - Location of training and if the training was open to individuals outside of the provider agency; and
 - Participant sign-in sheet including type of participant.
 - iv. Contractor will be responsible for maintaining raw data to back-up monthly summary reports including evaluations and post-tests to be made readily available to county or federal employees as required for auditing purposes.
- B. Annual Report will be submitted by September 30, 2017, reflecting the Contract year's activities, including:
- Overview of program;
 - Forward-looking discussion of how to improve or build upon successes;
 - Training topics delivered and percentage open to other agencies;
 - Total number of training hours delivered by agency training provider;
 - Breakdown of types of participants in training for the year by Service Provider staff, FFA staff, Group Home staff, Foster Parents, County Social Workers and other participants;
 - Total reimbursed by agency; and
 - Total invoiced amount.

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 specified subject areas. 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**IX. Service Delivery Sites:**

Most training will be offered at the 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 will 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

1. **Solano County's Contract Amount:** Maximum contract amount (payment to Contractor): **\$752,005.**
2. **Minimum match amount (provided by Contractor):** **\$919,118** if entire contract is utilized at General Training rate.
3. **Total Training Costs to be billed to the State** (reimbursement + match): **\$1,671,123.**
4. **Terms and Conditions of Payment:** Contractor's payment amount will not exceed the total amount of \$752,005 for the term of this Contract. 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 will be required to alter or change the terms and conditions of this Contract.
5. **Payment for Services Rendered Only:** Contractor will only be paid on a cost reimbursement basis 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.
6. **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.
7. **Subcontracts:** Contractor will be developing subcontracts with Seneca Center, Alternative Family Services, Aldea, and A Better Way to deliver instruction. Other subcontracts may be developed to deliver trainings, if appropriate.
8. **Types of Trainings:** Trainings will be divided into two categories: General Trainings and Organizational Trainings. Organizational trainings will not be reimbursed under this Contract.
 - 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 childcare 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.
9. **Federal Financial Ratio (FFR) for Solano County** Title IV-E funded reimbursement is dependent on the federal financial ratio, which is the percentage of foster children determined to be federally eligible, for each individual county. This rate changes quarterly and affects the reimbursement amount for Title IV-E expenses. The estimated FFR for this Contract is 60.0 percent. Invoices and payment will be based on the FFR specific to the quarter for which the invoice is submitted.

- 10. Federal Reimbursement:** General trainings will be invoiced based on actual costs, which includes the match amount. Based on the FFR of the previous quarter, reimbursement will vary depending on the type of expense. The majority of these expenses will be reimbursed at the General Training rate (75% X FFR), with the exception of indirect costs for those trainings, which will be reimbursed at the Organizational Training rate (50% X FFR). The federal share of General Trainings is expected to be roughly 45.0 percent, which is calculated by multiplying the FFR, 60.0 percent by the federal sharing ratio for this class of costs, 75 percent.
- 11. Contract Management:** Contractor's direct support costs (contract management unit costs) will be reimbursed at the enhanced federal sharing General Training rate (75% X FFR). Contractor's indirect costs are not eligible for enhanced federal sharing and will be reimbursed at the Organizational Training rate (50% X FFR), roughly estimated to be 30.0 percent. This is calculated by multiplying the FFR, 60.0 percent by the federal sharing ratio for Organizational Trainings, 50 percent.
- 12. Match:** Contractor will provide an in-kind match in the amount that is the difference between the full cost of items and the reimbursement amount. Actual in-kind amount is dependent on the payment amount received. If the entire contract is utilized at the General Trainings rate, the in-kind match to be provided by Contractor under this Contract will be approximately \$918,118. This represents the non-federal share of the cost of Title IV-E allowable expenditures for the services defined under this Contract. The Contractor will certify the expenditure of one hundred (100) percent of the costs invoiced and will certify that federal funds were not used to support the expenditure. The Contractor will further certify that the match consists of certifiable public funds eligible for claiming Federal Financial Participation and that the funds were not used as match for any other federal program.
- 13. Invoicing Procedures:** The requests for payment will include a Solano County vendor claim and will be submitted quarterly (no later than October 31, 2016; January 31, 2017; April 30, 2017; and June 30, 2017). The June invoice will include actual expenses for April and May 2017. A final invoice that includes final June costs and that reconciles any differences will be submitted by August 31, 2016. Monthly billable activities will be subtotaled by series:
- General Hourly Trainings
 - Fee for Service Trainings
 - Monthly total
 - Year-to-date invoiced
 - Remaining contract balance
 - Match: current month's match
 - Total amount to be billed by Solano County to the State (billable total + match)
 - Invoices will require the original signature of the District Executive Director, Economic Development/Contract Education, Vice Chancellor of Business Services, or an official designee.
- 14. Contractor will send** or deliver originally signed invoices to:
Solano County Health & Social Services Department
Attn: Contracts Bureau/Claims
275 Beck Avenue, 5-200
Fairfield, CA 94533

15. Method of Payment: Upon submission of an invoice and a Solano County vendor claim form by Contractor, and upon approval by County, County will in accordance with the “Proposed Budget Breakdown and Training Budget Detail”, Exhibit B-1, incorporated into this Contract by this reference, pay Contractor quarterly in arrears for fees and expenses actually incurred in the prior quarter, up to the maximum amount set forth in Section 3 of the Standard Contract. The request for payment will include an “Invoice/Statement of Costs” in the form of Exhibit B-2, incorporated into this Contract by this reference. Exhibit B-2 will accurately reflect Contractor’s direct and indirect General Training and Fee for Service costs incurred in the delivery of the training services described in Exhibit A. Exhibit B-2 will serve as the County’s documentation for purposes of claiming federal reimbursement.

Exhibit B-2 will include the following certification statement and will require the original signature of the District Executive Director, Economic Development/Contract Education, Vice Chancellor of Business Services, or an official designee:

“I certify that this invoice reflects actual direct and indirect costs, as defined by 45 CFR §§235.66 and 1356.60 incurred by Chabot-Las Positas Community College District in the provision of Title IV-E training. I further certify that the non-Federal funds used to support these expenditures are public funds that are not being used as match for any other federal program.”

Notwithstanding Section 1 in Exhibit C, Contractor is required to submit a “preliminary year-end 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.

- A. Most services rendered through this Contract are subcontracted to other agencies. Each invoice must specify services rendered, to whom, date of service and the accrued charges and will include the information specified in section 15. Contractor must request approval for transfers between line items, which are set forth in Exhibit B-1 when the cumulative amount of such transfers exceed 10% of the total Contract amount. Requests for transfers between budget line items must be presented to the County on the County’s “Budget Modification Request Form”. Budget line item transfers that exceed 10% of the total Contract amount may be made only upon prior written approval of County, which approval may be withheld in the sole and absolute discretion of County. County may authorize the addition of budget line items for transfers under this section, except for indirect costs and capital expenditures (equipment and real property), provided that the line item added does not substantially change the scope of services to be provided under this Contract and does not increase the contract amount.
- B. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor agrees that funds to be disbursed under the terms of this Contract will be withheld if repayment is not received by the County within thirty days of receipt of notice from County. Contractor may submit a written appeal to a disallowance to the County Health and Social Services Child Welfare Services Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County. The decision of the County regarding the appeal will be final.

17. Accounting Standards

- A. Contractor will establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for organizations/governmental entities. Despite Section 13 B, Exhibit C, those sections of 2 CFR 200 that do not apply to this Contract are excluded from this Contract as they relate to accounting standards.
- B. Contractor will serve as a vendor to Solano County to deliver the training services described in Exhibit B-1.

18. Financial Statements and Audits

- A. Contractor agrees to conduct an annual audit, at Contractor's expense, according to the requirements of 2 CFR 200 Subpart F Audit Requirements, which identifies all funds granted, received, disbursed and expended.
- B. Contractor agrees to furnish an annual audit report, including a management letter, to the County, within 30 days of its publication.
- C. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, state or federal government conducts an audit.

EXHIBIT B-1
BUDGET BREAKDOWN AND TRAINING BUDGET DETAIL

Direct Training Services	FY2016-17 Budget	Title IV-E Reimbursement	Match
CWS & Probation Trainings			
Professional Expert #1	74,000	33,300	40,700
Professional Expert #2	33,333	15,000	18,333
Staff In-service and Offsite Trainings, Conferences	152,876	68,794	84,082
Subtotal CWS/Probation	\$260,209	\$117,094	\$143,115
Community Based Organizations/Subcontractors			
A Better Way	260,000	117,000	143,000
Aldea	234,444	105,500	128,944
Alternative Family Services	166,667	75,000	91,667
Seneca Center	260,000	117,000	143,000
CBO/Subcontractors Shared Fee for Service	88,889	40,000	48,889
Solano County FFA Fee for Service	66,667	30,000	36,667
Subtotal CBO/Subcontractor	\$1,076,667	\$484,500	\$592,167
Total Direct Training Services	\$1,336,876	\$601,594	\$735,282
Contract Management Costs	\$334,247	\$150,411	\$183,836
Total Costs	\$1,671,123	\$752,005	\$919,118

EXHIBIT B-2
INVOICE/STATEMENT OF COSTS

Month, year of trainings	1 Invoiced Costs	2 Reimbursement % Rate	3 IV-E Reimbursed Expenses	4 CLPCCD provided match
Direct Training Services				
A. Total General Training	Amount paid directly to subcontractors for Gen. Training Courses	County FFR rate multiplied by 75% federal sharing ratio	Total amount of General Training Costs that are reimbursable (A1 x A2)	Total amount of General Training Costs that are not reimbursable, counted as match A1-A3
B. Fee for Service Training	Amount paid directly to subcontractors for Fee for Service Training Courses	County FFR rate multiplied by 75% federal sharing ratio	Total amount of Fee for Service Training Costs that are reimbursable (B1 x B2)	Total amount of Fee for Service Training Costs that are not reimbursable, counted as match B1-B3
C. Subtotal Direct Training	Total amount of direct training costs A1 + B1	County FFR rate multiplied by 75% federal sharing ratio	Total amount of direct training costs that are reimbursable A3+B3	Total amount of direct training costs that are not reimbursed, counted as match Total of A4+B4
Contract Management				
D. Direct Admin. Costs, General Training portion	Direct costs for contract	County FFR rate multiplied by 75% federal sharing ratio	Total amount of Contract Mgmt Costs that are reimbursable at 75% (D1 x D2)	Total amount of Direct Admin Costs that are not reimbursable, counted as match (D1-D3)
E. Indirect Costs	Indirect costs for contract	County FFR rate multiplied by 50% federal sharing ratio	Total amount of Indirect Costs, reimbursed at 50% (E1 x E2)	Total amount of Indirect Costs that are not reimbursable, counted as match (E1-E3)
F. Subtotal Contract Management	Total of D1+E1		Total amount of Contract Mgmt. Costs that are reimbursable Total of D4 + E4	Total amount of Contract Mgmt. costs that are not reimbursed, counted as match Total of D4+E4
Total Costs	Total cost of training for this month (to be billed to State) Total of C1+F1		Total amount of training costs that are reimbursable (to be paid to CLPCCD) Total of C3+F3	Total amount of training costs that are not reimbursable (provided by CLPCCD as match) Total of C4+F4

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

County will pay Contractor's final request 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 request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request 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.

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 this 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. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents 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 represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's 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, code1 (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, or the full per occurrence limits of the policy, whichever is greater. 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.

(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. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

(1) Cyber Liability: **\$1,000,000** per incident with the aggregate limit twice the required limit.

(2) Professional Liability: **\$1,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.

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

F. 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.

G. 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 included as additional 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 both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(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 maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. 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.

I. 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.

J. 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 represents that Contractor will at all times faithfully, industriously and to the best of 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, 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 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 represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 CFR 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

- A. Contractor will 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 of California 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 represents 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 represents 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 from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents 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 of California 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.

County of Solano
Standard Contract

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

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 parts 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 represents 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 of its provisions.

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 Contract.

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 its own contract with Contractor, as well as providing for its 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 public agency any documentation relating this Contract or its implementation. Any public 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 public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents 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 or previously 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 representation 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 two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a “.pdf” format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

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 in it.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding Sections 2 and 3 of the Standard Contract, and unless terminated by either party prior to contract termination date, at County's sole election, this Contract may be extended for up to 90 days beyond the contract termination date to allow for continuation of services and sufficient time to complete a novation or renewal contract. In the event that this Contract is extended, compensation for the extension period will not exceed \$188,001.

2. DRUG FREE WORKPLACE

Contractor will execute the form attached as Exhibit "D-1".

3. CHILD/ADULT ABUSE

Contractor will execute the forms attached as Exhibits "D-2" and "D-3".

4. CULTURAL COMPETENCE

Contractor will provide culturally and linguistically competent and age-appropriate service, to the extent feasible.

5. SPECIAL INCIDENT REPORTING

Contractor will provide written notification to County of any critical incidents and outcomes that may have occurred during the delivery of services under this contract. Contractor will verbally notify the County within 4 hours and prepare a written report within 24 hours of the incident. Contractor will make all records relevant to the incident available to County in order for County to properly investigate the incident.

EXHIBIT D-1

SOLANO COUNTY

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

Chabot Las Positas Community College District

Contractor named above certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. 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 certify that I am duly authorized legally to bind the Contractor to the above-described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR SIGNATURE

TITLE

FEDERAL I.D. NUMBER

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: _____

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: _____