



**County of Solano
Standard Contract**

For County Use Only
 CONTRACT NUMBER:
 00591-22
 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:

7/1/2021 to 6/30/2022

3. The maximum amount of this Contract is:

\$ 502,680

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 June 22, 2021.

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
<u>Jonah R. Nicholas, Vice Chancellor, Business Services</u> 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., Third Floor</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

1. Contractor will:

A. Overview

1) 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. Because of Katie A., Continuum of Care Reform and AB 2083 professionals across Solano's system of care are responsible for caring for foster youth and therefore are included in the second target audience and are eligible to benefit from Title IV-E funded Training. Both programs benefit children in foster or adoptive care in Solano County by providing training to those who care for them.

2) 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. The Contractor will review and adhere to County and HS&S Travel/Training Policies and Procedures.

3) 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

4) 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 instructors can best address the needs identified by the department.

5) Foster Family Agency Staff and Resource Family 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

General Trainings

These trainings will 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, but 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, but 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, but not related to providing treatment or services.
- Assessments to determine whether a situation requires a child's removal from the home, but not directly related 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:

Contractor will work with the County contract manager to receive authorization of training topics and training schedules. Contractor will maintain the schedules.

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:

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.

VI. Arranging Training and Travel for County Staff

Contractor shall ensure that proper documentation of approval was received for travel related costs.

VII. Certification/Licensure:

1. 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.
2. 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 trainings 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. When necessary and/or appropriate due to extenuating issues or safety concerns, trainings may be held virtually.

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.

XI. Certification/Licensure:

1. 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.
2. 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

XII. County Responsibilities:

1. The County will coordinate and facilitate a quarterly meeting to include the contractor and subcontractors.
2. The County will facilitate regular meetings with contractor to discuss the contractual responsibilities.
3. The County will ensure the contractor is aware of policies and procedures related to staff travel and training.

4. The County will provide contractor with up-to-date travel related policies, reviewing changes as they occur.

XIII. Reporting Requirements:

1. Monthly reports will have supporting documentation for each training provided, including:
 - Fee for Service Training used by County and costs.
 - Fee for Service Training used by providers including proposal.
 - 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
 - Participant sign-in sheet including type of participant.
 - 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.
 - Include travel variances in the back up.
2. Annual Report will be submitted by September 30, 2022, 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, Resource Family Caregiver, County Agency Staff and other participants.
 - Total reimbursed by agency.
 - Total invoiced amount.

EXHIBIT B
BUDGET DETAIL and PAYMENT PROVISIONS

I. Solano County's Contract Amount: Maximum contract amount (payment to Contractor): **\$502,680.**

The contract amount includes the total of Federal and County Reimbursement as shown in Exhibit B-1.

- A. **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 41.25 percent, which is calculated by multiplying the FFR, 55 percent by the federal sharing ratio for this class of costs, 75 percent.
- B. **County Reimbursement:** The County will reimburse the Contractor up to a maximum of \$65,000 in addition to the federal reimbursement in order to provide additional matching funds.
- C. **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 55.0 percent. Invoices and payment will be based on the FFR specific to the quarter for which the invoice is submitted.

II. Maximum match amount (provided by Contractor): \$ 716,196.14 if entire contract is fully utilized.

Contractor will provide match in the amount that is the difference between the full cost of items and the combined federal and County reimbursement amounts. Actual match amount is dependent on the payment amount received. If the entire contract is utilized at the General Trainings rate, the match to be provided by Contractor under this Contract will be approximately **\$716,196.14**. 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

III. Total Training Costs to be billed to the State (reimbursement + match): \$1,218,876.14.

IV. Terms and Conditions of Payment: Contractor's payment amount will not exceed the total amount of \$502,680.00 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.

- V. 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 the contract amount that does not reflect services rendered with documentation of such services provided.
- VI. 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.
- VII. Subcontracts:** Contractor will be developing subcontracts with Seneca Center, Alternative Family Services, Aldea, and A Better Way to deliver instruction. Other appropriate subcontracts may be developed to deliver trainings.
- VIII. 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.
- IX. 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, including eligible forgone district expenses, are not eligible for enhanced federal sharing and will be reimbursed at the Organizational Training rate (50% X FFR), roughly estimated to be 27.50 percent. This is calculated by multiplying the FFR, 55 percent by the federal sharing ratio for Organizational Trainings, 50 percent.
- X. Method of Payment:**
- A. 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 “Contract Budget” attached to this Contract as Exhibit B-1 and 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 invoice and Solano County vendor claim will be submitted quarterly no later than the following dates:

Quarter	Period Covered	Due Date
1	July – September 2021	October 31, 2021
2	October – December 2021	January 31, 2022
3	January – March 2022	April 30, 2022
4	April - May 2022 June 2022 (Final Invoice)	June 30, 2022 August 31, 2022

A final invoice that includes final June costs and that reconciles any differences will be submitted by August 31, 2022.

- B. 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.
1. 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.
 2. Exhibit B-2 will include the following certification statement and will require the original, or electronic, 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 parts 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.”
- C. Most services rendered through this Contract are subcontracted to other agencies. Each invoice must specify services rendered, to whom, date of service and the actual charges incurred.
- D. Invoices will require the original, or electronic, signature of the District Executive Director, Economic Development/Contract Education, Vice Chancellor of Business Services, or an official designee.
- E. 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.
- F. Claims submitted by Contractor must meet the criteria set forth in section I and be documented by a fiscal monitoring report (Exhibit B-3).
- G. Contractor must request approval for transfers between budget categories or the addition of line items within a budget category, which are set forth in Exhibit B-1, when the cumulative amount of such transfers or additions exceed the lesser of \$50,000 or 10% of the total annual contract budget amount. Requests for transfers between budget categories or addition of budget line items within a budget category must be presented to the County on the County’s “Budget Modification Request Form”. Transfers between budget categories or addition of line times within a budget category that exceed the threshold 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 transfers between budget categories or the addition of line items within a budget category under this section, except for indirect costs and capital expenditures (equipment or real property), provided that such transfers or additions do not substantially change the scope of services to be provided under this Contract and do not increase the contract amount.

- H. 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.
- I. The following criteria apply to Contract Budget submitted by Contractor under this Contract:
1. Requests for payment of personnel costs must include positions, salary, and actual percentage of time for each position. If Contractor provides fringe benefits to part time employees, salary and fringe benefits must be pro-rated for non-full-time employees. Salaries are fixed compensation for services performed by staff who are directly employed by Contractor and who are paid on a regular basis. Employee benefits and employer payroll taxes include Contractor's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses that are approved by County. These expenses are allowable when they are included and in accordance with Contractor's approved written policies and allocation plan.
 2. Salaries and benefits of personnel involved in more than one contract, grant, or project must be charged to each grant based on the actual percentage of time spent on each grant or project. Timesheets and Time studies for each employee whose time is charged to this contract must be maintained by Contractor and available upon request by the County.
 3. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment or payments to subcontractors. The expenses must be to further the program objectives as defined in Exhibit A of this Contract and be incurred during the invoiced period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
 4. Indirect costs are shared costs that cannot be directly assigned to a particular activity but are necessary to the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services and administrative salaries are examples of indirect costs.
 5. Contractor must provide the County with a cost allocation plan that clearly differentiates between direct and indirect costs. Contractor ensures that the same costs that have been treated as indirect costs have not been claimed or budgeted as direct costs, and that similar types of costs in like circumstances have been accounted for consistently. Contractor will provide this plan to County upon request. In the event that Contractor is unable to provide County with an acceptable cost allocation plan, County may disallow any indirect cost billed amounts.

XI. Accounting Standards

- A. Contractor shall establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for organizations/governmental entities as described in Exhibit C – section 13C. Additionally, Contractor must submit claims for payment under this Contract using either a cost allocation method or a direct allocation method.
- B. 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 2 CFR Part 200, subpart E, Cost Principles and Appendix IV to Part 200, Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations.
- C. Contractor shall document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices, time studies, and other official documentation that sufficiently support all charges under this Contract.

XII. Personal Property

Contractor shall develop and maintain a system to track the acquisition of tangible personal property purchased with County funds having a cost of at least \$1,500 and submit, upon County's request, an annual accounting of all such property purchased that includes information on cost and acquisition date. 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, upon County's request, 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 CFR Part 200.436).

XIII. Financial Statements and Audits

- A. Contractor agrees to furnish annual audited financial statements to the County, which must be submitted within 30 days of its publication. If contractor is not required by federal and/or state regulations to have an independent audit of its annual financial statements, contractor agrees to furnish unaudited financial statements by September 1.
- B. 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	Cost	Title IV-E Reimbursement	County Reimbursement (prorated % of \$65,000 cost)	CLPCCD Match
CWS & Probation Trainings				
Professional Expert #1 (110 Hours @ \$385 per hour)	42,350.00	17,469.38	3,693.11	21,187.52
Conferences Staff In-Service and Offsite Trainings (FFS)	111,600.00	46,035.00	9,732.01	55,832.99
Foster Parent Conference (FFS)	12,000.00	4,950.00	1,046.45	6,003.55
Subtotal CWS/Probation	\$165,950.00	\$68,454.38	\$14,471.57	\$83,024.05
Community Based Organizations/Subcontractors				
A Better Way (340 hours)	130,900.00	53,966.25	11,415.06	65,488.69
Aldea (340 hours)	130,900.00	53,966.25	11,415.06	65,488.69
Alternative Family Services (370 hours)	142,450.00	58,760.63	12,422.27	71,267.10
Seneca Family of Agencies (345 hours)	132,185.00	54,790.31	11,582.93	66,451.76
Shared Event Hourly (110 hours)	42,350.00	17,469.38	3,693.11	21,187.52
Total CBO/Subcontractors	\$579,425.00	\$239,012.81	\$50,528.43	\$289,883.76
Total Direct Training Services	\$745,375.00	\$307,467.19	\$65,000.00	\$372,907.81
District Expenses	\$473,501.14	\$130,212.81	-	\$343,288.32
Available Indirect	-	-	-	-
Total Costs	\$1,218,876.14	\$437,680.00	\$65,000.00	\$716,196.14

Contract Reimbursement Amount (IV-E + County): **\$502,680.00**

EXHIBIT B-2
INVOICE/STATEMENT OF COSTS

Month, year of trainings	1 Invoice Costs	2 Reimbursement % Rate	3 IV-E Reimbursed Expense	4 County Reimbursement	5 CLPCCD provided match
Direct Training Services					
A. Total General Training	Costs for fixed unit courses	County FFR rate multiplied by 75% federal sharing ratio	Total amount of General Training Costs that are IV-E reimbursed (A1 x A2)	Total amount paid for General Training divided by total costs multiplied by County Reimbursement (A1/C1*\$65,000)	Total amount of General Training Costs that are not reimbursed, counted as match (A1-A3-A4)
B. Fee for Service Training	Cost for Fee for Services training courses and activities	County FFR rate multiplied by 75% federal sharing ratio	Total amount of Fee for Service Training Costs that are IV-E reimbursed (B1 x B2)	Total amount paid directly to Subcontractors divided by total costs multiplied by County Reimbursement (B1/C1*\$65,000)	Total amount of Fee for Service Training Costs that are not reimbursed, counted as match (B1-B3-B4)
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 IV-E reimbursed (A3+B3)	Total amount of direct training costs divided by total costs multiplied by County Reimbursement (A4+B4)	Total amount of direct training costs that are not reimbursed, counted as match (A5+B5)
Contract Management					
D. District Forgone Expenses	District Forgone Expenses	County FFR rate multiplied by 50% federal sharing ratio	Total amount of Forgone Expenses that are IV-E reimbursed (D1 x D2)		Total amount of direct Forgone Expenses that are not reimbursed, counted as match (D1-D3-)
Total					
E. Total Costs	Total cost of training for this month (to be billed to State) (Total of C1+D1)		Total amount of training costs that are IV-E reimbursed (C3+D3)	Total amount of training costs reimbursable by County (C4)	Total amount of training costs that are not reimbursed, counted as match (Total of C5+D5)

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any 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.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or 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, 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:
(Including operations, products and completed operations.) | \$2,000,000 | 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 to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
| (2) Professional Liability: | \$2,000,000 | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 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. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

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

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

(a) 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.

(b) 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 in excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(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.

**County of Solano
Standard 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 provide the required certificates and endorsements 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 described above 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 constitute cause for termination of 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. The contract may be terminated at County's sole discretion.

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 nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

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. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. 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 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

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

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

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 Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

(1) 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

(2) 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 any protected class; (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 a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded 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 federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. 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.

D. If services pursuant to this Contract involve federally-funded 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 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. MUTUAL INDEMNIFICATION**
Each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 2. 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 \$119,196.
- 3. DRUG FREE WORKPLACE**
Contractor will execute the form attached as Exhibit "D-1".
- 4. CHILD/ADULT ABUSE**
Contractor will execute the forms attached as Exhibits "D-2" and "D-3".
- 5. CIVIL RIGHTS VENDOR AGREEMENT**
Contractor will execute the forms attached as Exhibit "D-4".
- 6. CULTURAL COMPETENCE**
Contractor will provide culturally and linguistically competent and age-appropriate service, to the extent feasible.
- 7. 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.

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.

SIGNATURE

DATE

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.

Signature: _____

Date: _____

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.

Signature: _____

Date: _____

VENDOR ASSURANCE OF COMPLIANCE WITH THE SOLANO COUNTY
HEALTH & SOCIAL SERVICES DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

Chabot Las Positas Community College District agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code sections 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) parts 80, 84, and 91, 7 CFR part 15, and 28 CFR part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and gives assurance that it will immediately take any measures necessary to effectuate this Contract.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and Chabot Las Positas Community College District gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By accepting the assurance, the Chabot Las Positas Community College District agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on Chabot Las Positas Community College District directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Signature
7600 Dublin Blvd., 3rd Floor, Dublin, CA 94568

Date
(08/13/01)

Address of Chabot-Las Positas Community College District

CR50-Vendor Assurance of Compliance