



County of Solano Standard Contract

For County Use Only
CONTRACT NUMBER:
AP-2526-10
Dept., Division, FY, #)
H&SS, AAA
BUDGET ACCOUNT:
2162
SUBJECT ACCOUNT:
3153

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

Empowered Aging

CONTRACTOR'S NAME

2. The Term of this Contract is:

July 1, 2025 to June 30, 2026

3. The maximum amount of this Contract is:

\$ 259,490

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. By signing below, the Contractor further acknowledges and accepts the certifications found in the Exhibits:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

Exhibit E – CDA Assurances

This Contract is made on May 28, 2025.

CONTRACTOR	COUNTY OF SOLANO
<u>Empowered Aging</u> CONTRACTOR'S NAME	<u>Bill Emlen</u>  06/30/2025 12:58 PM EDT DATED
<u>Susannah Meyer</u>  06/02/2025 07:22 PM EDT SIGNATURE	<u>Bill Emlen</u> County Administrator TITLE
<u>Susannah Meyer - Executive Director</u> PRINTED NAME AND TITLE	<u>275 Beck Ave.</u> ADDRESS
<u>2255 Contra Costa Blvd, Suite 204</u> ADDRESS	<u>Fairfield</u> <u>CA</u> <u>94533</u> CITY STATE ZIP CODE
<u>Pleasant Hill</u> <u>CA</u> <u>94523</u> CITY STATE ZIP CODE	Approved as to Content: <u>Emercy Cowan</u>  06/03/2025 05:54 PM EDT DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form: <u>Megan Callaway</u>  06/04/2025 11:46 AM EDT COUNTY COUNSEL

Rev. 1/09/08

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A **SCOPE OF WORK**

PROPOSAL: The Contractor's Proposal is incorporated into the Contract by this reference.

PROGRAM AREA: Long-Term Care Ombudsman

1. **Program Overview:**

The **Long-Term Care Ombudsman** program investigates and resolves complaints made by or on behalf of residents, age 60 and older, in long-term care (LTC) facilities. LTC facilities include nursing homes and residential care facilities for the elderly (RCFEs). Under the direction of a Program Coordinator, trained Ombudsman paid staff and volunteers identify, investigate, and resolve complaints relating to matters that affect the health, safety, welfare, and rights of the long-term care residents.

2. **California Department of Aging Service Category Definition:**

Long-Term Care Ombudsman Responsibilities include the following:

- A. Identify, investigate, and resolve complaints made by, or on behalf of, residents of LTC facilities that relate to actions, inactions, or decisions of providers or representatives of providers of long-term care services, public agencies, or health and social services agencies that may adversely affect the health, safety, welfare, or rights of residents. Regardless of the source of the complaint, Ombudsman representatives must support and maximize resident participation in the process of resolving the complaint.
- B. Inform residents about the means of obtaining services delivered by the providers or agencies described in item 1.
- C. Provide witnessing services for Advanced Health Care Directives and property transfers with a fair market value of more than \$100 from residents in long-term health care facilities to owners, employees, agents, or consultants of facilities and their immediate families or representatives of public agencies operating in facilities and members of their immediate families.
- D. Ensure that residents have regular and timely access to the services provided through the LTC Ombudsman program and that the residents or other complainants receive timely responses from representatives of the LTC Ombudsman program.
- E. Represent the interests of the residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights of the residents.
- F. Review, comment, and facilitate the ability of the public to comment on proposed or existing laws, regulations, and other governmental policies and actions that pertain to the rights and well-being of residents. This may include providing information that the office determines to be necessary to public and private agencies, legislators, and other persons, regarding the problems and concerns of residents of LTC facilities and recommendations relating to resolving these problems and concerns.
- G. Develop internal policies and procedures for recruitment, training, and retention of LTC Ombudsman certified volunteers.
- H. Ensure that all LTC Ombudsman program services are free and confidential.
- I. Meet all requirements as established and requested by the California Department of Aging and State of California LTC Ombudsman program for the operation of a local LTC Ombudsman program.

3. **Program Requirements:** Under this Agreement, Contractor will:

- A. Maintain current lists of all Skilled Nursing Facilities and Residential Care Homes in Solano County
- B. Maintain an active Phone Line for consumer inquiries
- C. Maintain an office in Solano County
- D. Maintain strong relationships with appropriate Licensing Agencies
- E. Participate in Community Education Events unrelated to complaints.
- F. Identify and attempt to visit all Skilled Nursing Facilities and Residential Care Facilities in Solano County at least once a quarter.
- G. Maintain adequate staffing levels.
- H. Recruit, train, and maintain adequate Volunteer Levels.
- I. Attend Resident and Family Council meetings as needed.

- J. In addition, on an annual basis, Contractor will report:
 - i. Total number of unduplicated consumers receiving LTC Ombudsman services
 - ii. Total hours of Complaint/Abuse Investigation and Facility Monitoring.
 - K. Provide priority to senior participants 60 years of age who are at greatest economic or social need.
 - i. Welfare and Institutions Code section 9015 defines “greatest social need” as “the need caused by noneconomic factors that restrict an individual’s ability to perform normal daily tasks or that threaten an individual’s capacity to live independently. These factors include physical or mental disability, language barriers, and cultural or social isolation caused by, among other things, racial and ethnic status, sexual orientation, human immunodeficiency virus (HIV) status, gender identity, or gender expression.”
 - ii. Targeted individuals are frail isolated seniors who are in danger of declining in their overall health, becoming depressed and losing their independence because of diminished social and mental stimulation.
 - iii. Refer participants who live outside the Contractor’s defined Geographical Service Area to the Napa/Solano County Area Agency on Aging (AAA) Contractor who serves that Geographical Service Area.
 - iv. Act as an agent for the individual receiving the services and not as promoters for the agency providing such services. (USC 42 § 3026 (a)(8)(C)).
 - v. Adhere to the Regulations found in the Older Americans Act §102 (11).
4. Location of Services: Solano County.
5. Units of Service Requirements for Contracted Services:
Services will be determined by the State Office of Long-Term Care Ombudsman.
6. Reporting Units of Service:
- A. Data reported must be timely, complete, accurate, and verifiable.
 - B. Units of service are based on total program budget which depends on other funding sources in addition to the AAA.
 - C. Activities will be reported, utilizing the National Ombudsman Reporting System (NORS) software and forms supplied by the State Ombudsman Office.
 - D. The contractor shall submit program performance reports in accordance with AAA and state requirements.
7. Voluntary Donations/Program Income:
- A. Provide each participant with the opportunity to voluntarily contribute to the cost of the service by developing a suggested contribution schedule. Suggested contribution schedule or other documents provided to participants regarding donations or contributions shall be identified as “voluntary” and contain language that “no individual can be denied participation because of failure or inability to contribute”. Documents cannot include the words “bill, invoice or statement” or otherwise indicate or infer a contribution is required. The template for voluntary donations must be submitted to AAA Program Staff within thirty (30) days of the contract’s start date. Any changes to this template must be communicated to AAA Program Staff prior to use.
 - B. Protect the privacy of each senior with respect to contribution made. This privacy protection is to include establishing procedures to safeguard and account for all contributions. Procedures must be submitted to AAA Program Staff within thirty (30) days of the contract’s start date.
 - C. Program income means revenue generated by the Contractor from contract-supported activities, including voluntary contributions received from a participant for services received. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
8. Contract Funding:
- A. The Contractor agrees not to use contract funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before the Congress (22 CCR § 7364 (a) 2 and Section O of Exhibit E).

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- B. Comply with budget reduction in the event the service levels specified in Section 5 are not attained (22 CCR § 7364 (a) 3).
9. Service Compliance:
 - A. Ensure contract is in full contract compliance within 120 days of the beginning date of the contract. County shall evaluate the contractor's capacity to fulfill contract goals if full compliance by this time period has not occurred (22 CCR § 7364 (c)).
 - B. Comply with program standards, service priorities, and responsibilities consistent with statewide standards as they are released or identified by AAA or state licensing body.
10. Service Changes: Proposed changes affecting the provision of services such as changes in paid program staff, program structure/activities, hours/day(s) of service, site additions, site renovations, and temporary or permanent site closures must be communicated in writing via email to AAA Program Staff within 10 (ten) days of proposed date of the change. The AAA may negotiate modifications or revisions to assure that all necessary service/program requirements are covered (22 CCR § 7364 (a) 1).
11. Written Grievance Process Requirements: Establish a written grievance process for reviewing and attempting to resolve complaints of older individuals. Ensure that the written grievance process is publicly posted and that it complies with 22 CCR §7400 (a). A copy of the Written Grievance Process must be submitted to the AAA Program Manager within thirty (30) days of the contract's start date.
12. Mandated Reporting: Report suspected abuse, neglect, or exploitation of program participants to County Adult Protective Services and/or law enforcement.
13. Service Provider Meetings Requirement: The AAA hosts service provider meetings to share new information with service providers (contractors). Contractors shall designate a representative to attend each Service Provider meeting. Should a representative be unable to attend, the contractor will notify AAA Program Staff.
14. Security Awareness Training: Contractor's employees, subcontractors/vendors, and volunteers who handle confidential, sensitive and/or personal identifying information must complete the Security Awareness Training module by July 30, or within 30 days of the start date of the contract, or within thirty (30) days of the start date of any new employee, Subcontractor/Vendor, or volunteer's employment. Contractor will send signed certificates to AAA staff. Training may be on an individual or group basis. A sign in sheet for a group presentation is acceptable for group trainings.
Choose the Information Security Awareness Training link under Resources from the following link:
<https://www.aging.ca.gov/ProgramsProviders/>.
15. Transition Plan: In the event the agreement is terminated prior to end of the contract term, Contractor shall submit a transition plan to ensure there will be no break in continued service. Transition plan must be received by County within 15 days of delivery of a written Notice of Termination initiated by Contractor, County, or State. At such time, County will provide required elements to be included in the transition plan to Contractor.
16. Community Focal Points: Contractor will be aware of the list of Community Focal Points (Exhibit D-1) and refer older adults to those focal points when appropriate.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

- A. Upon submission of an invoice and a Solano County vendor claim by Contractor, and upon approval by County, County shall, in accordance with the "Contract Budget" attached to this Contract as Exhibits B-1 and incorporated into this Contract by this reference, pay Contractor monthly in arrears for fees and expenses actually incurred the prior month, up to the maximum amount set forth in Section 3 of the Standard Contract. Monthly claims for payment should be submitted to County by the 15th day of the subsequent month. Notwithstanding Section 1 in Exhibit C, Contractor is required to submit all monthly claims for services provided through May 31st no later than June 15 of the following month.
- B. Claims submitted by Contractor must meet the criteria set forth in section E and be documented by a fiscal monitoring report. The format of the fiscal monitoring report will be provided by the County. Each invoice must specify actual charges incurred.
- C. 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. 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 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.
- D. 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 Older and Disabled Adult Services (ODAS) 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.
- E. 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. Contractor must have a negotiated indirect cost rate with a federal agency. A Contractor who does not have a such a negotiated indirect cost rate agreement may claim an indirect cost rate of up to 15% of modified total direct costs, as defined in 2 CFR part 200.68, provided the Contractor does not use the Direct Allocation Method of allocating indirect costs (as discussed in Appendix IV to Part 200).
5. Regardless of whether Contractor claims indirect costs through a negotiated indirect cost rate, Direct Allocation Method or the 15% of modified total direct costs, 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.

2. 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.

3. 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.

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Budget Detail and Payment Provisions

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).

4. 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.

5. SUBRECIPIENT MONITORING AND MANAGEMENT

If Contractor is determined to be a subrecipient, Contractor agrees to:

- A. Provide a fiscal monitoring report which compares the contract budget per line item in relation to the monthly invoice, cumulative total invoice, and the total contract balance. The County will provide the required format.
- B. If applicable, conduct an annual single audit, at Contractor's expense, according to the requirement of 2 CFR part 200, subpart F Audit Requirements, which identifies all funds granted, received, disbursed and expended.
- C. In adherence with 2 CFR part 200, subpart D, this Contract (subaward) must include the following information at the time of contract (subaward) execution. Significant changes to these data elements may require a modification form.
 - 1. Subrecipient Name (which must match the name associated with its DUNS number):
[Empowered Aging]
 - 2. Subrecipient DUNS number:
848026506
 - 3. Federal Award Identification Number (FAIN):
2501CAOAOM-00
 - 4. Federal Award Date (date when the federal award was signed by authorized official of awarding agency):
[See Contract p. 2]
 - 5. Subaward Period of Performance Start and End Date:
See Contract p. 1
 - 6. Amount of Federal Funds obligated by this action:
See Exhibit B
 - 7. Total Amount of Federal Funds obligated to the subrecipient:
See Exhibit B
 - 8. Total amount of Federal Award:
See Exhibit B
 - 9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):
N/A
 - 10. Name of Federal awarding agency, pass-through entity and contact information for awarding official:

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Budget Detail and Payment Provisions

[U.S. Dept of Health and Human Services-California Department of Aging-Solano
County-Contractor]

11. CFDA Number and name:
[93.042/Older American Act Title III/VIIa-Ombudsman]
12. Identification of whether the award is for research and development:
N/A
13. Indirect cost rate for the Federal award (including if the de minimus rate is charged per 2
CFR 200.414 Indirect (F&A) costs):
[15%]

6. FUNDING LIMITATIONS

For the first quarter of this contract period, Contractor reimbursement is limited to no more than 25% of the total award amount unless reimbursement beyond 25% is expressly authorized by County. Expenditures beyond 25% may be carried forward to the following month. Disbursement of funding is contingent upon the availability of Federal and State funds and California Department of Aging decisions for the awarding of funds to PSA28.

EXHIBIT B-1.1
FUNDING SUMMARY

Contractor:		Empowered Aging						
Exhibit Ref	Funding Title, Description, and Service Type			Budgeted Cost	Funding			
					Contractor Program Income and Matching Contributions			Contract Amount
Ex #	Title	Desc	Service	Total	Program Income	Cash Match	In-Kind Match	Federal / State / Other
B-1.1	IIIB	Ombudsman (Federal)	Ombudsman	\$25,982	\$0	\$0	\$0	\$25,982
B-1.2	VIIa	Ombudsman	Ombudsman	\$45,704	\$0	\$0	\$0	\$45,704
B-1.3	IIIB	Ombudsman (State GF)	Ombudsman	\$72,512	\$0	\$0	\$0	\$72,512
B-1.4	IIIB	Ombudsman (State GF-Augmentation)	Ombudsman	\$75,049	\$0	\$0	\$0	\$75,049
B-1.5	GF	Special Ombudsman	Public Health L & C Program Fund	\$5,773	\$0	\$0	\$0	\$5,773
B-1.6	GF	Special Ombudsman	State Health Facilities Citation Penalties Account	\$7,048	\$0	\$0	\$0	\$7,048
B-1.7	GF	Special Ombudsman	SNF Quality & Accountability	\$27,422	\$0	\$0	\$0	\$27,422
			Total:	\$259,490	\$0	\$0	\$0	\$259,490

EXHIBIT B-1.2
BUDGET DETAIL

Contractor: Empowered Aging, Inc.			
Funding Description: Ombudsman			
Program/Service Type: Long-Term Care Ombudsman			
CFDA No.: 93.042			
A. BUDGETED COSTS			
Cost Category	CASH	IN-KIND	TOTAL
I. Personnel and Volunteers:			
<u>Title</u> <u>Annual Wages</u> <u>FTE</u>			
Intake Support Specialist #1 \$ 64,887 0.0925	\$ 6,000		\$ 6,000
Intake Support Specialist #2 70,303 0.1429	10,043		10,043
Executive Director 131,250 0.1130	14,825		14,825
Director of Programs and Services 108,150 0.1417	15,322		15,322
Regional Supervisor 75,075 0.8264	62,038		62,038
Administrative Manager 79,000 0.1279	10,103		10,103
Internship Coordinator 42,178 0.1428	6,023		6,023
Solano Program Manager 80,905 1.0000	80,905		80,905
Community Engagement Manager 75,000 0.0427	3,204		3,204
Sub-Total	\$ 208,463	-	\$ 208,463
Payroll Taxes Tax Rate: 6.75%	13,993		13,993
Employee Benefits Benefit Rate: 17.77%	37,034		37,034
Sub-Total Personnel	\$ 259,490	-	\$ 259,490
Total Personnel and Volunteers	\$ 259,490	-	\$ 259,490
A. TOTAL DIRECT COSTS	\$ 259,490	\$ -	\$ 259,490
TOTAL COSTS - CASH & IN-KIND	\$ 259,490	-	\$ 259,490
B. BUDGETED FUNDING			
Funding Category	CASH	IN-KIND	TOTAL
Ombudsman - Federal Title IIIB	\$ 25,982		\$ 25,982
Ombudsman - Federal Title VIIa	45,704	-	45,704
Ombudsman - General Fund IIIB	72,512		72,512
Ombudsman - General Fund IIIB-Augmentation	75,049		75,049
Public Health L & C Program Fund	5,773		5,773
State Health Facilities Citation Penalties Account	7,048		7,048
SNF Quality & Accountability	27,422	-	27,422
TOTAL FUNDING - CASH & IN-KIND	\$ 259,490	-	\$ 259,490

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has met all obligations required under this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to meet any outstanding obligation, County will withhold compensation due under this Contract from Contractor's final request for payment until Contractor satisfies such obligation(s). Contractor is responsible for County's receipt of a final request for payment 30 days after expiration or earlier termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than 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, upon full payment of such invoice, no further payments are due or outstanding under the Contract.

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 obtained all required approvals and have the proper authority to bind their respective entities to all certifications, 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,

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General Terms and Conditions

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: | \$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. |
| (Including operations, products and completed operations.) | | |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. 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 is 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 AM Best 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 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 of whether or not any insurance is applicable.

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,

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unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor, and not County, is solely obligated to pay all taxes, deductions and other employer-related obligations with respect to Contractor's employees 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 and County shall not 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 with respect to its employees 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 with respect to any right or benefit or term or condition of employment insofar as such claim may be related to or arise from compensation paid under this Contract.

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 relate to this Contract;

(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, for 3 years from the date of termination, or as required by applicable law or regulation, whichever is later.

D. Submit verification of non-profit status, if a requirement for the award of this Contract.

E. Obtain a bond at Contractor's sole expense in an amount sufficient to cover start-up funds if any were provided to Contractor from County.

F. Provide culturally and linguistically competent and age-appropriate service, to the extent feasible.

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 "Anti-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 confidential information including names and other client-identifying information, and mental health records (per Welfare & Institutions Code section 5328) except for statistical information not identifying a particular client receiving services under this Contract and use of confidential information shall be in accordance with Welfare & Institutions Code section 10850 and Division 19 of the California Department of Social Services Confidentiality, Fraud, Civil Rights, and State Hearings Manual of Policies and Procedures.

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. Contractor agrees to file a Statement of Economic Interest if specified in the applicable County department's Conflict of Interest policy or if required by Cal. Code Regs., tit. 2 §§ 18219, 18700.3, 18704, or 18734.

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 CERTIFICATION

By signing this Contract, Contractor certifies to the County that Contractor is knowledgeable of Government Code section 8350 et seq., and shall abide by and implement its statutory requirements to provide a drug-free workplace.

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 certifies 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, gender identity, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, military status, 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 or 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 (i) maintain insurance meeting all the requirements stated in Section 7 above; (ii) are not currently excluded, debarred, or otherwise ineligible to participate in a federally or state funded program; and (iii) satisfy all of Contractor's requirements under this Contract.

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 that is not subject to the jurisdiction of a federal court, in law or equity that may be brought in connection with this Contract. The United States District Court for the Eastern District of California shall be the venue for any action or proceeding that is subject to the jurisdiction of a federal court.

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. State law may preempt HIPAA and Contractor must follow the most restrictive law, or both if applicable.

30. BACKGROUND SCREENING

A. If Contractor staff will have access to Personally Identifiable Information ("PII") and/or Protected Health Information ("PHI"), Contractor agrees to conduct a background screening of Contractor staff prior to granting access.

B. The background screening shall be commensurate with the risk and magnitude of harm the employee could cause. A more thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls. County requires LiveScan, Office of Inspector General List of Excluded Individuals/Entities ("LEIE") and the General Services Administration ("GSA") Systems for Award Management ("SAM") screenings for all contractors and their workforce. In addition, contractors billing for Medi-Cal services must screen against the Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List.

C. Contractor shall retain each of its staff members' background screening documentation for a period of three years following the conclusion of the employment relationship.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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 those 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.

36. DEBARMENT AND SUSPENSION CERTIFICATION

A. By signing this Contract, Contractor certifies to the County that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program or to be awarded a contract, subcontract or grant by the State; (ii) have not been convicted

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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 or to be awarded a contract, subcontract or grant by the State, 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 or from being awarded a contract, subcontract or grant by the State.

B. For purposes of this Contract, federally funded programs include, but are not limited to, any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs").

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

D. If services pursuant to this Contract involve federally funded programs, Contractor agrees to provide further 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.

37. 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.

38. 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.

39. 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. INSURANCE

Notwithstanding Section 7(C)(1) of Exhibit C, Contractor must maintain a limit of no less than \$1,000,000 of general liability insurance.

2. COMPLIANCE WITH LAW

Contractor acknowledges that activities under this Contract are being carried out in accordance with the Older Americans Act of 1965 (42 U.S.C. § 3001, *et seq.*; “Act”). Therefore, in addition to complying with Section 13 of Exhibit C, Contractor shall comply with the Act and any law or regulation related to it; with 22 C.C.R. § 7100, *et seq.*, including 22 C.C.R. § 7364, or any other rule or regulation promulgated by the California Department of Aging (CDA); and with any other federal, state, or local law or regulation related to the Act or the activities under this Contract.

3. COMMUNITY FOCAL POINT LIST

Contractor acknowledges the form attached as Exhibit D-1

4. REQUIRED REPORTS AND DUE DATES

Contractor acknowledges the form attached as Exhibit D-2

5. CONFIDENTIAL RECORDS

Contractor acknowledges that any information generated, received or disseminated pursuant to its performance under this Contract is confidential and shall not be disclosed in any manner unless authorized by law. Furthermore, Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code sections applicable to the subject of this Contract, particularly, sections 10850 and 11478.1 and will abide by its requirements.

6. INCORPORATION BY REFERENCE

The terms and conditions set forth in Area Plan AAA-2425-28 establish obligations for both the County and its contractors, subcontractors, subgrantees, subrecipients, and agents. These terms and conditions are incorporated into this Contract by this reference as if set forth herein and are binding on the Contractor. The incorporated document, as may be amended from time to time, which amendment may occur without notice to Contractor, is available at:

https://admin.solanocounty.com:4433/depts/hss/contract_funding.asp

COMMUNITY FOCAL POINT LIST

Designated Community Focal Point	Address
Comprehensive Services for Older Adults	650 Imperial Way, Suite 101 Napa, CA 94559
American Canyon Senior Center	2185 Elliot Drive American Canyon, CA 94503
Napa Senior Center	1500 Jefferson Street Napa, CA 94559
St. Helena Senior Center (Rianda House)	1475 Main Street St. Helena, CA 94574
Benicia Senior Center	1201 East 2 nd Street Benicia, CA 94510
Florence Douglas Senior Center (Vallejo)	333 Amador Street Vallejo, CA 94590
Joseph Nelson Community Center	611 Village Drive Suisun, CA 94585
Fairfield Senior Center	1200 Civic Center Drive Fairfield, CA
Vacaville Senior Center (McBride)	91 Town Square Place Vacaville, CA
Dixon Senior Center	201 S. 5th Street Dixon, CA 95620
Rio Vista Senior Center	25 Main Street Rio Vista, CA 94571

Required Reports and Due Dates

Fiscal Reports

1. Expenditure Reports by Program *

- A. Title III B, Title III C, Title III D, IIIE, and Title VII Programs** *Due 10th of each month*
- Monthly Report of Expenditures and Donations Revenue
- B. Long-Term Care Ombudsman Program** *Due 10th of each month*
- Budget Summary/Monthly Expenditure Report & Request for Funds, Special Deposit Fund & Skilled Nursing Facility Quality and Accountability Fund (CDA-OMB-300)

** Late or inaccurate expenditure report submissions will result in delay of payments until reporting requirements have been met.*

2. Additional Fiscal Reports – All Programs

- **Final Budget Revisions**
 - Due by March 15th
- **Annual Financial Close Out Report**
 - Due by July 15th with exception of SNAP-ED
 - 1st SNAP-ED Financial Closeout Report for federal funds from July 1- March 31 due by April 30th
 - 2nd SNAP-ED Financial Closeout Report for State funds from July 1-June 30 and Federal funds from April 1-June 30 due by July 30th
- **Copy of Audit**, as required by contract
 - Due within 30 days after receipt of auditor's report, or nine months after end of audit period, whichever is earliest
- **Request to Dispose of Property**
 - Due within 5 days of the loss, destruction, or theft of property, or if the property will no longer be used for the contracted program

Program Reports

3. Monthly Service Unit Report (Form 186M)* Due 7th working day of each month

A. Title III B Adult Day Care

- Attach Monthly Service Roster
- Attach associated Client Intake Forms
- Attach Client Deactivation Request

B. Title III B Legal Assistance

C. Title III B Transportation

D. Title III D Health Promotion

• Title VII (b) Elder Abuse Prevention, Education, & Training

**Due date subject to California Department of Aging notifications*

4. Monthly Title III C Due 7th working day of each month

5. Elderly Nutrition Program Reports

- | | |
|----------------------------------|--|
| • Monthly Service Roster | • Nutrition Volunteer Summary Report |
| • Daily Sign-In Sheets | • Cash Count Sheet |
| • Associated Client Intake Forms | • Food Preparation Center Food Service |
| • Client Deactivation Request | • Check Sheet |

6. Quarterly Reports Due 15th of month following end of the quarter

A. Title VII (b) Elder Abuse Prevention Quarterly Activity Report (CDA 1037)

7. Quarterly Reports Due 30th of month following the end of the quarter

A. Long-Term Care Ombudsman Program

- Copy of completed Quarterly Ombudsman Reporting Form (*OSLTCO S301*) as submitted to the California Department of Aging.

Attach program performance data from the Ombudsman Data Integration Network for July 1st through last day of report.

Additional reporting may be required.

EXHIBIT E
CALIFORNIA DEPARTMENT OF AGING ASSURANCES

The following Assurances are required by the California Department of Aging (CDA) and apply to the Contractor notwithstanding any contradictory terms in this Contract and its other Exhibits.

The Contractor assures the County that:

- A. Law, Policy and Procedure, Licenses, and Certifications – The Contractor agrees to administer this Contract and require any subcontractors to administer their subcontracts in accordance with this Contract, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives guidelines, and/or manuals related to this Contract and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.
- B. Subcontracts – The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.
- C. Nondiscrimination – The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:
 1. Equal Access to Federally-Funded Benefits, Programs and Activities
The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.
 2. Equal Access to State-Funded Benefits, Programs and Activities
The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]
 3. California Civil Rights Laws
The Contractor shall ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>

The California Civil Rights Laws Certification ensure Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960) and ensures the Contractor's internal policies are not used in violation of California Civil Rights Laws.
 4. Americans with Disabilities Act
The Contractor assures the County that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]

5. Subcontracts

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work – The Contractor agrees that performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the County determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the County and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions – The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

1. When applicable for purposes of construction or repairs of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - i. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
 - ii. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - iii. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]

- iv. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]

2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by the County.
3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from the County before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of \$100,000

1. If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:
 - i. Clean Air Act, as amended. [42 USC 7401]
 - ii. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
 - iii. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
 - iv. State Contract Act [Cal. Pub. Con. Code § 10295 et seq.]
 - v. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - i. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - ii. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - iii. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.ii of this certification.
 - iv. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
2. The Contractor shall report immediately to the County in writing any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the County.

4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to its Subcontractors' debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to the County a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to the County an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders, must also identify the action taken
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the Contractor is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing its Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. This staff shall be available to the County or the State for training and meetings which the County may find necessary from time to time.

M. DUNS Number and Related Information

1. The DUNS number must be provided to the County and CDA prior to the execution of this Agreement. Business entities may register for a DUNS number at <http://dnb.com/duns-number.html>
2. The Contractor must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>
3. If the County or CDA cannot access or verify "Active" status for the Contractor's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
 3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
 4. Failure to maintain good standing by the Contractor shall result in suspension or termination of this Agreement until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.
- O. Lobbying Certification – The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:
1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
 5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
 6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- P. S.W.A.G. – The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."