



County of Solano Standard Contract

For County Use Only
CONTRACT NUMBER:
04077-25
(Dept., Division, FY, #)
H&SS/MH
BUDGET ACCOUNT:
7707
SUBJECT ACCOUNT:
3153

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

Homebase

CONTRACTOR'S NAME

2. The Term of this Contract is

07/01/2024 to 06/30/2025

3. The maximum amount of this Contract is:

\$74,900.00





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

This Contract is made on July 01, 2024.

CONTRACTOR	COUNTY OF SOLANO
Homebase	Bill Emlen  09/18/2024 01:27 PM EDT
CONTRACTOR'S NAME	Bill Emlen County Administrator
 09/11/2024 03:24 PM EDT	275 Beck Avenue, MS 5-200
Nikka Rapkin	ADDRESS
SIGNATURE	Fairfield CA 94533
Nikka Rapkin, Executive Director	CITY STATE ZIP CODE
PRINTED NAME AND TITLE	Approved as to Content:
870 Market Street, Suite 1228	Gerald Huber  09/12/2024 06:16 PM EDT
ADDRESS	Gerald R. Huber Director, Health & Social Services Department
San Francisco CA 94102	Approved as to Form:
CITY STATE ZIP CODE	Kelly Welsh  09/12/2024 05:17 PM EDT
	COUNTY COUNSEL, DEPUTY

Rev.12/17/09

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A **SCOPE OF WORK**

CONTRACT DESCRIPTION:

Solano County Department of Health and Social Services, Behavioral Health Division (henceforth referred to as County BH), is initiating a significant expansion in housing and homeless-related services and infrastructure, facilitated by Federal and State grant programs and reforms to Mental Health Services Act (MHSA) dollars. Contractor will offer comprehensive consultation and technical assistance to County BH in strategic planning for the effective and equitable provision of solutions to homelessness. This includes optimizing the blending of funding sources to deliver services and ensuring their long-term sustainability. Additionally, Contractor will provide guidance to County BH in delivering services aligned with Best Practices and HUD guidelines. They will facilitate engagement with regional and community partners, including those with lived experience of homelessness, to gather input for service development and ongoing improvement.

Contractor's role will also include supporting County BH's efforts to reduce silos and enhance connectivity among stakeholders. In Solano County, there exists a longstanding issue of program and service disconnectedness, where feedback and information sharing among organizations, groups, agencies, and community volunteers serving the homeless are limited. Many service providers express unfamiliarity with available resources, leading to a lack of coordination and referral, as well as duplication of efforts. While there are valuable programs in Solano County, they are not always well-known to other homeless and housing providers, resulting in missed opportunities for client referrals. Contractor will support County with implementing strategies for improved collaboration efforts amongst and between stakeholders.

Lastly, Contractor will support County BH in identifying potential funding opportunities for housing and homeless services/resources. Upon request, Contractor will aid in developing grant proposals, securing grants, and completing all necessary reporting to ensure successful fund disbursement to County BH. Technical assistance will also be provided to advise County BH on funding guidelines and grant implementation options as needed.

I. OBJECTIVES

Contractor will provide County BH with consultation, technical assistance, and training to support and enhance their:

- A. Acquisition of funding opportunities for housing and homeless services/resources;
- B. Compliance with guidelines and implementation requirements related to their housing and homeless assistance grants and other funding sources;
- C. Use of the Homeless Management Information System ("HMIS");
- D. Alignment with housing Best Practices, HUD priorities, and the Solano County Regional Strategic Plan;
- E. Coordination within the Solano Coordinated Entry System ("CES");
- F. Collaboration with community organizations and entities serving individuals experiencing homelessness, with the aim to minimize duplicated efforts and improve access to essential resources and care.
- G. Meaningful role within the Housing First Solano Continuum of Care (CoC);
- H. Effective identification and implementation of measures to reduce racial disparities in homelessness.
- I. County BH's efforts to reduce silos and enhance connectivity among stakeholders.

II. WORK ACTIVITIES

A. Technical Assistance for County BH:

Contractor will provide Technical Assistance and Training for County BH's homeless assistance grants, including:

- 1) Providing broad technical assistance services for the County BH's homeless assistance grants, including ongoing program development, design, evaluation, and consideration of program enhancement through additional funding sources;
- 2) Providing technical assistance and training to programs regarding eligibility, and financial and case management supports in a sustainable manner;
- 3) Providing technical assistance and training regarding HMIS regulatory requirements and CoC Policies and Procedures.

B. Community Capacity-Building:

Contractor will provide Capacity-building services to County BH, including recommendations about changes necessary to strengthen County BH's response to homelessness by:

- 1) Providing technical assistance and consulting regarding County BH's role as Board Member of the Housing First Solano CoC. Such assistance will also support system planning and progress towards meeting County BH goals in addressing homelessness. Technical Assistance delivered to County BH may include, but is not limited to:
 - a) Skills-building, resource development, and program design;
 - b) Grant compliance with regulatory requirements;
 - c) Grant monitoring in preparation for funder audits
 - d) Redesign of existing housing projects and services to align with grant, HUD and State priorities;
 - e) Strategic approaches to securing additional funding sources and maximizing use of funding sources.
- 2) Providing training, at the request of County BH, in key areas including:
 - a) Performance monitoring and reporting;
 - b) Understanding program components and eligible activities
 - c) Serving eligible populations and client documentation; and
 - d) Complying with funder reporting requirements.
 - e) Implementing best practices and evidenced-based models, such as Housing First, Trauma-Informed-Care, Harm Reduction, Motivational Interviewing, Housing-based case management, etc.;
- 3) Maximizing opportunities for funding from sources of interest to County BH in their effort to address homelessness through providing education and information to County BH about an array of relevant funding sources including, but not limited to, those addressing housing, homelessness, behavioral health services (mental health and substance use), and other supportive services;
- 4) Facilitating community planning efforts on behalf of County BH, including providing recommendations for County BH specific responses addressing homelessness in Solano County; and working with local jurisdictions to ensure coordination and alignment of strategic goals.

C. Community Coordination:

Contractor will provide Community Coordination services and support and Strategic Guidance to County BH Staff to strengthen their response to homelessness by:

- 1) Facilitating community and other meetings on an as-needed basis at County BH's request;
- 2) Presenting to key stakeholders when requested by the County BH;
- 3) Coordinating communication and outreach for key efforts on behalf of and in partnership with the County BH; and
- 4) Providing strategic guidance to key County BH staff via telephone conferences, email correspondence, and in-person meetings, as needed.
- 5) Implementing cross-training sessions, roundtable meetings or other forums for County BH staff and other community stakeholders to enhance mutual understanding of available resources and services.
- 6) Provide consultation to County BH on ways that Stakeholders can easily access and share information about available resources, programs, and initiatives related to homelessness.
- 7) Facilitate meaningful opportunities for County BH collaboration with other organizations, groups, agencies, and community volunteers serving the homeless.

D. Coordinated Entry Technical Assistance:

Contractor may provide support to County BH in their use of the Coordinated Entry System, including training and support of new staff and programs.

- 1) Provide consultation and facilitate communication with the HMIS system administrator about adding/updating County BH HMIS user access and licenses; setting up or amending HMIS Projects; and developing necessary HMIS reports, particularly as required by grant programs. Homebase will support BH division on their collaboration with Coordinated Entry and the By Names List. This activity includes coordination with Pathways as needed to support BH's use of HMIS.
- 2) Provide support to coordinate the County BH, and/or it's contracted service providers, in serving as "entry point" lines - including Abode services, BACs, ACCESS line staff, and Psychiatric Street Medicine staff to ensure that homeless individuals are identified for CES.

E. Community Planning:

Contractor will facilitate community planning efforts on behalf of the County BH, including providing recommendations for County BH specific responses addressing homelessness in Solano County BH and maximizing opportunities for funding from sources of interest to the County BH:

- 1) Facilitating community planning efforts on behalf of County BH, including providing recommendations for County BH specific responses to addressing homelessness in Solano County; working with local jurisdictions to ensure coordination and alignment of strategic goals; facilitating County BH efforts to support regional cooperation.
- 2) Maximizing opportunities for funding from sources of interest to County BH's efforts to address homelessness through:
 - a) Providing education and information to County BH about an array of relevant funding sources including, but not limited to, those addressing housing, homelessness, mental health services, behavioral health services, and other supportive services;

In the course of performing the work activities described here, Contractor staff will not have access to Personally Identifiable Information (“PII”) and/or Protected Health Information (“PHI”).

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

I. BUDGET DETAILS

- A. Contractor may submit invoices to County BH monthly. The invoices may include charges for one (1) or more of the identified tasks in Exhibit A of this Contract depending on the deliverables and time- period. The total cost for each activity identified can fluctuate based on County BH need but Contractor assures that it will not exceed the total budget for the contract.
- B. Invoices should provide County BH with sufficient documentation to verify the delivery of services.
- C. Semi-annual narrative reports describing the activities and accomplishments of Homebase must be submitted to County BH, Attention: Behavioral Health designated contact, by January 31st (for the period July 1st to December 31st) and by June 30th (for the period January 1st - June 30th).
- D. Compensation shall be at a per hour rate indicated below with services itemized on invoice to specify individual's rate and time.
FY 24/25 - \$111 to \$323- up to the contract maximum

II. METHOD OF PAYMENT

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County BH 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 BH. If Contractor has failed to meet any outstanding obligation, County BH 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 BH'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 BH. 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 BH 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 BH approval for an alternate final invoice submission deadline shall be sought from the County BH 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 BH's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County BH or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

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

C. Following termination, County BH 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 BH 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 BH'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 BH, 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 BH 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 BH 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 BH. 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 BH. At the option of County BH, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County BH, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County BH 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 BH 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 BH of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County BH, 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 BH 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 BH 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 BH 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 BH.

J. Verification of Coverage

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

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

(3) County BH 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 BH 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 BH's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County BH 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 BH may elect to cure the default and any expense incurred shall be payable by Contractor to County BH. The contract may be terminated at County BH's sole discretion.

C. If County BH 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 BH 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 BH 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 BH 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 BH. 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 BH 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, and not County BH, 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 BH harmless from any liability which County BH may incur because of Contractor's failure to pay such obligations and County BH shall not be responsible for any employer-related costs not otherwise agreed to in advance between the County BH and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County BH except as to the final result contracted for under this Contract. County BH 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 BH 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 BH harmless from any claims that may be made against County BH 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 BH relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County BH'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 BH.

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 BH 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 BH 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 BH.

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 BH 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 BH 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 BH 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 BH of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County BH.

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 BH, 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 BH's Contract Manager or assign this Contract or monies due without the prior written approval of the County BH's applicable Department Head or his or her designee and the County BH Administrator.

C. If County BH 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 BH of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County BH 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 BH 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 BH 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 BH'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County BH's obligation under this Contract is subject to the availability of authorized funds. The County BH may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County BH, 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 BH 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 BH 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 BH. If applicable funding is reduced, County BH may either:

(1) Cancel this Contract; or,

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

27. CHANGES AND AMENDMENTS

A. County BH 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 BH of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County BH 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.

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 BH shall supersede any inconsistent term in these documents.

33. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County BH 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 BH 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 BH 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 BH for all future services.

35. DEBARMENT AND SUSPENSION CERTIFICATION

A. By signing this Contract, Contractor certifies to the County BH 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 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 BH 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 BH 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 BH desires, whenever possible, to hire qualified local residents to work on County BH projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County BH. The County BH 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 BH or Contractor other than those contained in it.