



County of Solano
Standard Contract

For County Use Only
CONTRACT NUMBER: 03907-20
Dept., Division, F.Y. #3
H&SS, E&ES
BUDGET ACCOUNT: 7665
SUBJECT ACCOUNT: 3153

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

SHELTER Solano, Inc.
CONTRACTOR'S NAME

2. The Term of this Contract is:

2/1/2020 to 6/30/2021

3. The maximum amount of this Contract is:

\$ 177,000

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

- Exhibit A - Scope of Work
Exhibit B - Budget Detail and Payment Provision
Exhibit C - General Terms and Conditions
Exhibit D - Special Terms and Conditions

This Contract is made on January 28, 2020.

Table with 2 columns: CONTRACTOR and COUNTY OF SOLANO. Rows include contractor name (SHELTER Solano, Inc.), signature (John Eckstrom), title (John Eckstrom, Chief Executive Officer), address (P.O. Box 2589, Fairfield, CA 94533), and county official signatures (Birgitta E. Corsello, Gerald Huber, Daniel Wolk).

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A **SCOPE OF WORK**

1. INTRODUCTION

The Housing Support Program (HSP), was established by Senate Bill 855, Chapter 29, Statutes of 2014, to provide assistance to families experiencing homelessness through an array of financial assistance and wrap-around supportive services intended to help families secure permanent housing or prevent evictions. The program is designed to help families quickly secure permanent housing to help achieve self-sufficiency and increase overall child well-being. The program offers services such as security deposits, rental assistance, utility payments, storage fees, legal fees, household items, case management, and housing navigation.

The current housing vacancy rate of Solano County is approximately at 2% which poses as a significant barrier to HSP's ability to provide permanent housing options to the homeless individuals and families in the county. The services of a housing navigator dedicated to identifying and locating affordable and appropriate housing to the eligible CalWORKs homeless clients supports the program goal to lower barrier in rapid securing of permanent affordable housing.

2. PROGRAM DESCRIPTION AND CONTRACT GOAL

The goal of this contract is to house homeless CalWORKs population in Solano County by locating available affordable housing.

The HSP participates in the Coordinated Entry service system that works with other member agencies in providing housing supports to homeless families. This allows the program to connect eligible homeless families to other community programs that can provide for their needs such as rental subsidies, housing relocation and stabilization services, emergency shelter, parenting classes and nutrition education, case management, and employment services. The Coordinated Entry system aims to lower any barriers that may arise in placing homeless families in available housing.

The HSP follows a Housing First model and uses evidence-based housing interventions, including Rapid Rehousing (RR) designed to assist homeless families to secure permanent housing as quickly as possible without any preconditions such as participation in other health and social services programs.

The HSP can support homeless families for a maximum of two (2) years, depending on each family's circumstances. The FY 2019/2020 State CalWORKs HSP funding for Solano County requires the RR intervention designed to help homeless individuals and families to exit homelessness quickly and permanently.

Solano County has an estimated number of 1,286 homeless families who would be eligible for the HSP. For the current fiscal year 2019-2020, the County has committed to housing 75 new homeless families through HSP.

Specifically, the Contractor will be responsible for finding available housing units for at least 35 of the 75 new homeless families for the first five (5) months (February 2020 – June 2020) of the Contract. For the remaining 12 months of the Contract, which will fall under FY 2020-2021, the Contractor will be responsible for finding available housing units for at least 80% of the new homeless families referred by the program social workers.

3. SCOPE OF WORK LOGIC MODEL FORMAT

Goal 1: Establish new partnerships with landlords and property managers.		
Outcome: 80% of the total eligible homeless families located with available housing will result in permanent housing placement.		
Work Activities	Target Deliverables	Measurable Tools
1) Conduct research to identify and locate new units and/or new landlords who can participate in the CalWORKs Housing Support Program within Solano County and neighboring counties.	Identify 4 potential landlords/property managers per month.	Actual number of landlords/property managers identified per month.
2) Recruit and establish new relationships with landlords and property managers.	Establish new relationships with 2-3 new landlords/property managers per month for first 5 months Establish 4 new relationships per month during FY 20-21.	Actual number of new landlords/property managers recruited per month.
3) Identify new available rental properties from current and new landlords and property managers.	Add 7 new available units to database per month.	Actual number of new available units added to database per month.
4) Locate available housing to at least 35 eligible homeless families within forty-five (45) business days of referral for the first 5 months of the contract.	Locate, match, and place 80% of eligible homeless families referred each month.	Actual number of homeless families placed at available housing per month.
	Locate, match, and place eligible homeless families to available housing within 45 business days of referral.	Actual number of days that homeless families were placed at available housing from receipt of referral.
5) Locate available housing to at least 80% of the new homeless families referred by the program social workers for the remaining 12 months of the contract.	Locate, match, and place 80% of eligible homeless families referred each month.	Actual number of homeless families placed at available housing per month.
	Locate, match, and place eligible homeless families to available housing within 45 business days of referral.	Actual number of days that homeless families were placed at available housing from receipt of referral.

Goal 2: Provide support for coordinated entry and housing retention services.		
Outcomes: 1) 100% inspections completed to all located units. 2) 90% of homeless families contacted within 48 business hours from receipt of referral.		
Work Activities	Target Deliverables	Measurable Tools
1) Conduct initial site visits/inspections at prospective new properties to ensure that the units meet guidelines for habitability using the U.S. Department of Housing and Urban Development Inspection Form.	Inspect all or 100% of new units added to the database per month	Actual number of prospective new units inspected per month.
2) Coordinate with landlords and property managers, and tenants to complete the necessary procedures to certify unit habitability, facilitate negotiations to enter into a lease agreement.	100% contact with landlords to facilitate lease terms, review Tenant and Landlord Orientation and plan move-in Process.	Number of units certified as habitable per month. Number of signed lease agreement per month.
3) Meet with homeless families and attend case conferences to help determine suitable housing placements for each homeless family in the priority list.	Schedule/conduct intake meetings with homeless families within 48 business hours of referral. Attend case conferences as scheduled with H&SS social workers. Attend monthly Resource Connect Solano case Conferences.	Average business hours per month to schedule/conduct intake meetings with homeless families
4) Negotiate and arrange mediation with landlords and property management in conflict with current or former tenants to retain housing. Negotiation include but not limited to rental payments, incentives, and allowable repairs.	Conduct Tenant and Landlord Orientation during leasing process to prevent future issues and establish lines of communication. Respond within two (2) business days to concerns raised by participant and/or landlord, based on applicable law and in consultation with H&SS social workers.	Number of orientations conducted per month Number of new tenant and new landlords attending the orientation

<p>5) Provide necessary capacity building or training to eligible homeless families or current tenants to prevent housing issues in the future that will lead to cancelation of contracts and re-entry to homelessness.</p>	<p>Offer to all participating families the opportunity to participate in the six-part “Ready to Rent” workshop series (before and/or early in placement).</p> <p>Navigators will conduct Tenant and Landlord Orientation during leasing process to prevent future issues and establish lines of communication.</p>	<p>Number of homeless families who participated in the “Ready to Rent” workshop series.</p>
<p>Goal 3: Develop HSP database on landlords and property managers</p>		
<p>Outcome: 100% weekly review and update of available data</p>		
<p>Work Activities</p>	<p>Target Deliverables</p>	<p>Measurable Tools</p>
<p>1) Develop and manage a simple and functional database to monitor partnerships with landlords, unit owners, and property managers; available and filled units; housing placements; new unit’s capacity; unit habitability; and all other categories and indicators needed by the program to fulfill its goals.</p>	<p>Weekly review of available data.</p> <p>Weekly update for new information to ensure all desired information is collected and reported.</p>	<p>Inventory report of available units</p>

4. ADDITIONAL RESPONSIBILITIES

- A. Assist social worker and eligible homeless families in making moving arrangements, completing required documents such as paperwork, background check, identification documents, to expedite housing placements.

- B. In providing services to clients who are non-English speaking and/or who have disabilities Contractor will comply with all civil rights laws and requirements. The Contractor must assign a proportionately sufficient number of qualified bilingual employees to public contact positions for all services provided. Bilingual clients will be provided identical services as those received by English speaking clients for all services. The Contractor will be able to accommodate the County coordinated translators for all languages upon the County request.

- C. Location of services
 Services will be provided for clients who reside in any area of the County, including the following cities and surrounding unincorporated areas: Fairfield, Suisun, Cordelia, Vacaville, Dixon, Rio Vista, Benicia, and Vallejo.

D. Meetings

Contractor will participate in meetings with the County to discuss, monitor, and evaluate Contractor services, orientation, reports, outcomes, statistics, policies and procedures, as well as case-monitoring visits with the County for evaluation of progress toward meeting established performance measures or the need for any corrective action.

E. Case Documentation

Contractor will maintain case files which includes documentation of all active and relevant information of household composition, communication between navigator and social workers, clients, and potential landlords/property managers. Contractor staff will document client progress and service referrals. Contractor will maintain case files for three years after the termination of the contract. Case files are confidential and shall be stored in a manner to prevent unauthorized access. Case files will be available to the County for review with reasonable notice.

F. Confidentiality

In addition to meeting confidentiality requirements, included in Exhibit C and Exhibit D of the Contract, all correspondence, communication and reporting mechanisms will adhere to specific guidelines to safeguard the client's confidentiality, including locked cabinet or desk storage. E-mail correspondence will be limited to providing the case number, client's first and last initials, and, only if necessary for identification, the year of birth. No information that would personally identify the individual, including first or last names, date of birth, address, or telephone number, etc. may be included in email correspondence.

5. COUNTY RESPONSIBILITY

A. Case Management

For homeless families who are already receiving HSP services, the program continuously provides case management and wrap-around services such as education on tenant's responsibilities, training on household budgeting, and assistance with credit repair. In addition, the case manager uses an "employment checklist" with all the necessary activities (e.g. resume writing, obtaining driver's license, and so on) that the head of the household will have to complete to enable him/her to be job ready when opportunity arises.

The program prioritizes serving homeless families who are (1) in need of immediate assistance and (2) have the capacity to re-establish financial self-sufficiency soon after receiving program services. To establish urgency of assistance, case managers interview homeless families to determine existence of life-threatening illnesses, high-risk pregnancy, active or fleeing domestic violence, children under age 2, and having 4 children or more in the household. The program also administers the Vulnerability Index and Family Services Prioritization Decision Assistance Tool (VI-F-SPDAT) homeless families scoring 8 or higher qualifies under highly vulnerable population.

B. Rent and Move-In Assistance

The HSP provides 100% rental assistance with security deposits and, first and last month's rent. An ongoing assistance is provided based on family's ability to pay with the goal to prevent renter discharge which will lead families back into homelessness.

C. Supportive Services

County will assess the need for supportive services and authorize accordingly.

6. PERFORMANCE MEASURES

Contractor will:

- A. Add a minimum of seven (7) available units to the HSP database monthly.

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- B. Ensure that 100% of referred homeless families will have completed intake process within 48 business hours.
- C. Ensure that 100% of located available units will be inspected by HUD guidelines.
- D. Ensure that at least 80% of referred clients will be placed into permanent housing by the end of each fiscal period.

7. REPORTING REQUIREMENTS

Contractor will:

- A. Submit monthly update of the Scope of Work Logic Model Format for County to monitor progress on activities and deliverables.
- B. Submit monthly expense claims in adherence to Exhibit B of the contract using the format that County will provide.
- C. Submit monthly summary report of new properties, number of families placed in housing, and rental amounts, extracted from the HSP database.
- D. Meet monthly with Solano County's HSP team for the first 90 days of the contract. Frequency of subsequent meetings will be determined based on program needs.

8. CONTRACT MONITORING

Contractor will:

- A. Participate in the County's evaluation of the Contractor's performance under this Contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. The contract monitoring findings and recommendations will be reflected in a report by the County submitted to the Contractor no later than 120 calendar days after the monitoring is completed.
- B. Provide a Corrective Action Plan in response to the contract monitoring report outlining the corrective action plan to address the County's contract monitoring findings no later than 30 days after the County report is issued. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract. The decision of the County regarding termination will be final.

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 will, in accordance with the “Contract Budget” attached to this Contract as Exhibit B-1 and incorporated into this Contract by this reference, pay Contractor monthly in arrears for personnel and operating expenses actually incurred in the prior month and pay employer costs, up to the maximum amount set forth in Section 3 of the Standard Contract. Monthly invoices 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 invoices for services provided through May 31, no later than June 15 of the following month.
- B. Invoices submitted by Contractor must meet the criteria set forth in section E and be documented by an agency spreadsheet specifying the County’s portion of the total agency budget directly attributable to this Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.
- C. Contractor must request approval for transfers between budget line items, which are set forth in Exhibit B-1, when the cumulative amount of such transfers exceed 10% of the total budget amount. Requests for transfers between budget line items must be presented to the County on the County’s “Budget Modification Request Form”. Budget line item transfers that exceed 10% of the total budget amount may be made only upon prior written approval of County, which approval may be withheld in the sole and absolute discretion of County. County may authorize the addition of budget line items for transfers under this section, except for indirect costs and capital expenditures (equipment or real property), provided that the line item added does not substantially change the scope of services to be provided under this Contract and does not increase the contract amount.
- 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 Employment & Eligibility Services Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County. The decision of the Deputy Director, or designee, 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.

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- 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 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 (realized) 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. In order to include indirect costs or an indirect cost rate in the contract budget, Contractor must have a negotiated indirect cost rate agreement with a federal agency. A Contractor who does not have such a negotiated indirect cost rate agreement may claim an indirect cost rate of up to 10% 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 10% 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 will 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 13B. 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 will 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. 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 2 CFR part 200.436).

4. FINANCIAL STATEMENTS AND AUDITS

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

5. SUB RECIPIENT MONITORING AND MANAGEMENT

- A. Contractor will complete a self-assessment tool and provide it to the County within 30 days of contract execution. The County will provide the required format.
- B. 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 sub award modification form.
 - 1) Sub recipient Name (which must match the name associated with its UEI number): Shelter Solano, Inc.
 - 2) Sub recipient UEI number: 625691985
 - 3) Federal Award Identification Number (FAIN): 1801CATANF & 1701CATANF
 - 4) Federal Award Date (date when the federal award was signed by authorized official of awarding agency): 04/1/18
 - 5) Sub award Period of Performance Start and End Date: 02/1/20-06/30/21
 - 6) Amount of Federal Funds obligated by this action: \$177,000
 - 7) Total Amount of Federal Funds obligated to the sub recipient: \$177,000
 - 8) Total amount of Federal Award: \$177,000
 - 9) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): County Administered, State Supervised Program to achieve the following TANF goals: 1) Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives; 2) End the dependence of needy parents on government benefits by promoting job preparation, work, and marriage; 3) Prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies; and 4) Encourage the formation and maintenance of two-parent families.
 - 10) Name of Federal awarding agency, pass-through entity and contact information for awarding official: Administration for Children and Families (ACF)
 - 11) CFDA Number and name: 93.558 Temporary Assistance for Needy Families
 - 12) Identification of whether the award is for research and development. Not Applicable
 - 13) Indirect cost rate for the Federal award (including if the de minimus rate is charged per 2 CFR part 200.414 Indirect (F&A) costs): 15.7%

EXHIBIT B-1

Personnel	Annual Salary 2/1/2020- 6/30/2020	Annual Salary 7/1/2020- 6/30/2021	FTE	Total
Housing Navigator	\$22,793	\$54,733	1.00	\$77,526
Housing Resource Manager	\$1,758	\$4,221	.07	\$5,979
Data Analyst	\$2,810	\$6,748	.15	\$9,558
Program Manager	\$265	\$638	.01	\$903
Total	\$27,626	\$66,340		\$93,966
Benefits @ 40.5%	\$11,189	\$26,867		\$38,056
Subtotal Personnel	\$38,815	\$93,207		\$132,022
Operating				
	Annual Cost 2/1/2020- 6/30/2020	7/1/2020- 6/30/2021		
3 HMIS Licenses	\$480	\$1,152		\$1,632
Mileage and Toll Fees	\$4,297	\$10,141		\$14,438
Title Searches	\$103	\$247		\$350
Marketing Expense	\$735	\$1,765		\$2,500
Rent and Utilities	\$600	\$1,440		\$2,040
Subtotal Operating Expenses	\$6,215	\$14,745		\$20,960
Overhead Expenses @ 15.7%	\$7,070	\$16,948		\$24,018
<u>Total Expenses</u>	<u>\$52,100</u>	<u>\$124,900</u>		<u>\$177,000</u>

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

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

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

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

3. TIME OF PERFORMANCE

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

4. TERMINATION

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

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

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

5. SIGNATURE AUTHORITY

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

6. REPRESENTATIONS

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

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

7. INSURANCE

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

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

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

D. Additional Insurance Coverage

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

- | | | |
|-----------------------------|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
| (2) Professional Liability: | \$2,000,000 | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract. |

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

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

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

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

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

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

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

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

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

8. BEST EFFORTS

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

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

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

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

10. INDEMNIFICATION

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

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

11. INDEPENDENT CONTRACTOR

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

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

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

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

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

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

seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

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

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

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

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

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

15. CONFLICT OF INTEREST

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

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

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

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

19. INSPECTION

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

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

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

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

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

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

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

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

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

(1) Cancel this Contract; or,

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

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

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

33. PRICING

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

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

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of

insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation.

Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

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

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

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

36. EXECUTION IN COUNTERPARTS

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

37. LOCAL EMPLOYMENT POLICY

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

38. ENTIRE CONTRACT

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding Sections 2 and 3 of the Standard Contract, and unless terminated by either party prior to contract termination date, at County's sole election, this Contract may be extended for up to 90 days beyond the contract termination date to allow for continuation of services and sufficient time to complete a novation or renewal contract. In the event that this Contract is extended, compensation for the extension period shall not exceed \$44,250.

2. SPECIAL RESPONSIBILITIES OF CONTRACTOR

Contractor will:

- A. If Contractor is a non-profit organization, submit verification.
- B. Adhere to the same restrictions and conditions set forth in the 2019 DHCS Agreement No. 16-48, between the Department of Health Care Services and the County, in addition to the Social Security Administration Guidelines and Department of Homeland Security, United States Citizenship and Immigration Services Guidelines as currently enacted or amended throughout the term of this Contract. A copy of the Agreement and Guidelines will be provided to the designated Privacy/Security Officer of the Contractor by the County.
- C. Adhere to the same restrictions and conditions set for in the 2019 CDSS Agreement No. 16-6140, between the California Department of Social Services and the County, in addition to the Social Security Administration Guidelines and Department of Homeland Security, United States Citizenship and Immigration Services Guidelines as currently enacted or amended throughout the term of this Contract. A copy of the Agreement and Guidelines will be provided to the designated Privacy/Security Officer of the Contractor by the County.

Please note the Social Security Administration Guidelines and Department of Homeland Security, United States Citizenship and Immigration Services Guidelines documents are highly sensitive and confidential. Only the designated Privacy/Security Officer of the Contractor shall receive these documents, and disclosure shall be limited to the appropriate parties involved with Medi-Cal Personally Identifiable Information (PII). These documents are not public and shall not be published on any website accessible by or otherwise made available to the public.

3. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION

The use of disclosure of information concerning County applicants and recipients will be limited to the use described in Exhibit A of this Contract. Information will not be released to any other agencies except as specified in Welfare & Institutions Code (W&IC) sections 10850, 10850.2 and 14100.2 that describes the use and disclosure of confidential records. The Personally Identifiable Information (PII) provided to Contractor by County falls within the description of confidential records. Contractor recognizes that unauthorized release of confidential information is a misdemeanor under W&IC sections 10850 and 14100.2 and may lead to criminal or civil liability. Contractor will implement security policies and safeguard PII at all times. Contractor will assure County applicants' or recipients' information will not be left unattended in vehicles or public facilities. Contractor will provide evidence of privacy/security training by submission of training materials, confidentiality statement signed annually by staff and organizational policies regarding confidentiality and security of records upon execution of this Contract.

4. BREACH REPORTING OBLIGATION

Contractor will immediately notify H&SS Compliance and Quality Assurance Unit by telephone at 707-784-3198 plus email: HSS-Compliance@SolanoCounty.com or report online by utilizing this link: <https://solanocounty.complytrack.com/portal> upon discovery of a breach of secured and unsecured PII or when Contractor reasonably believes PII information has been accessed or acquired by an unauthorized person, and upon the discovery of a suspected security incident that involved data provided to Contractor.

5. CIVIL RIGHTS COMPLAINTS PROCEDURE

Contractor will:

- A. Provide services to any person, regardless of age, color, disability, marital status, national origin, Limited-English Proficiency (LEP), political affiliation, race, religion or sex.
- B. Comply with civil rights requirements as directed by County, which includes, but is not limited to the following:
 - 1) Ensure public contact staff attends civil rights training.
 - 2) Ensure notices and correspondences sent to participants are in their respective primary language and provide interpreters to ensure meaningful access of services to all applicants.
- C. Maintain a record of all civil rights materials provided by County and ensure all applicants are provided with the civil rights materials.
- D. Develop and use procedures for receiving and forwarding civil rights complaints as follows:
 - 1) County Contract Manager (CCM) shall act as the Civil Rights Liaison (CRL) between Contractor and the H&SS Civil Rights Coordinator.
 - 2) Refer or forward all complaints to the H&SS Civil Rights Coordinator within two business days of receiving it. If forwarding a written complaint, Contractor must maintain a copy.
 - 3) CCM/CRL shall not attempt to investigate civil right complaints. All investigations are handled by the H&SS Civil Rights Coordinator.
 - 4) Civil rights complaints shall not be scanned as documentation in CalWIN.

6. VENDOR ASSURANCE OF COMPLIANCE

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

7. DRUG FREE WORKPLACE

Contractor will execute the form attached as Exhibit "D-2".

8. CHILD/ADULT ABUSE

Contractor will execute the forms attached as Exhibits "D-3" and "D-4".

**VENDOR ASSURANCE OF COMPLIANCE WITH THE SOLANO COUNTY
WELFARE DEPARTMENT**

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

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

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

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

This assurance is binding on Shelter Solano, Inc. directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

John Eckstrom



01/06/2020
01:58 PM PST

Signature

1333 Willow Pass Road, Suite 206
Concord, CA 94520

(08/13/01)

CR50-Vendor Assurance of Compliance

SOLANO COUNTY
DRUG-FREE WORKPLACE CERTIFICATION
(rev-09/01/94)

Shelter Solano, Inc.

Contractor certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. Contractor will:

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

CERTIFICATION

I certify that I am duly authorized legally to bind the Contractor to the above-described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

John Eckstrom  01/06/2020
01:58 PM PST

Signature _____

ADULT ABUSE REPORTING REQUIREMENTS

Welfare and Institutions Code section 15630 and following:

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

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

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

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

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

Signature: John Eckstrom  01/06/2020 01:58 PM PST