



County of Solano
Standard Contract

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)
BUDGET ACCOUNT:
SUBJECT ACCOUNT:

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

Athens Administrators, Inc.
CONTRACTOR'S NAME

2. The Term of this Contract is:
July 1, 2020 to June 30, 2023

3. The maximum amount of this Contract is:
\$1,391,841 plus allocated loss adjustment expenses as set forth in Exhibit B

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 April 28, 2020.

Table with 2 columns: CONTRACTOR and COUNTY OF SOLANO. Rows include contract details, signatures of James Jenkins and Nancy Huston, and County Counsel approval.

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

County of Solano Standard Contract_Athens Administrators 2020

Final Audit Report

2020-04-13

Created:	2020-04-13
By:	Kevin Cichurski (kcichurski@athensadmin.com)
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"County of Solano Standard Contract_Athens Administrators 2020" History

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EXHIBIT A
SCOPE OF WORK

I. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

1. Scope of Services

Contractor will provide a proactive approach to claims management and handling, fraud prevention and litigation management including, but not limited to the following:

A. Claims Administration

Contractor shall provide claims administration services including transfer, conversion, installation and adjustment of all open claims records as of July 1, 2020. This will include maintenance of all closed claim records.

B. Claims Team

Contractor shall be responsible for the following:

- 1) Assign a Claims Manager to supervise the claims team. The Claims Manager will have a minimum of five years' experience administering workers' compensation claims. The Claims Manager will not carry a caseload.
- 2) Assign Claims Examiners with a minimum of five years' experience administering workers' compensation claims.
- 3) Ensure that all Claims Examiners, Representatives and Managers assigned to the County's account possess a Self-Insured Certificate in Workers' Compensation. Claims Examiners shall participate in effective continuing education.
- 4) The Claims Examiners assigned to the County shall not have a caseload of more than 125 open indemnity claims each.
- 5) Medical Only claims shall be handled by a Claims Representative or Claims Examiner responsible for Medical Only and Future Medical cases. Medical Only and Future Medical claims will be counted on 2:1 basis.

C. Claims Management

The County is a member of the California State Association of Counties Excess Insurance Authority (EIA) Excess Workers Compensation Program. EIA requires compliance with Addendum A, Workers' Compensation Claims Administration Standards, incorporated under Exhibit A of this RFP as a Contractor requirement.

Contractor shall be responsible for the following:

- 1) Make initial contact with the injured worker and establish an electronic claim file within 24 hours of receipt of the Employers' First Report of Injury (5020) from the County.
- 2) Coordinate Arising Out of Employment/Course of Employment (AOE/COE) investigation of claims with County staff.
- 3) Expedite the 5020 when the doctor's first report of work injury is received.
- 4) Provide ongoing communication on delayed claims and provide notice and explanation to the County upon recommendation of acceptance or denial of the claims.
- 5) Request authority as required for all settlements. Prior to any settlement conference, provide the County with a written analysis of the case and recommendations.
- 6) Make every effort to provide benefits timely to the injured employee. Contractor will implement measures and safeguards to prevent delays and penalties. All penalties resulting from failure to comply with statutory laws and/or administrative regulations are the sole responsibility of the Contractor.
- 7) Close medical and indemnity claims within 30 days of the last benefit payment. Maintain closed claims pursuant to Labor Code provisions and EIA Standards.
- 8) Make all files available to the County for inspection, review, and/or claims audit without prior notice to the Contractor. All files retained by the Contractor remain the property of the County.
- 9) Meet with the County and/or its designees at least three times annually to review claims files. Contractor will demonstrate a proactive approach to claims management handling.

2. Service Specifications

A. Claim Control

The County currently participates in a Medical Provider Network (MPN) through the incumbent administrator. Contractor shall maintain medical control of workers' compensation claims and have established relationships with the local medical community.

B. Return to Work

The County operates a Return to Work (RTW) policy. The County recognizes the value of all its employees and the importance of returning employees to productive employment as soon as possible. Contractor shall have a working knowledge of the

County's RTW policy, disability and retirement systems as to develop RTW plans that minimize the County's cost in both the workers' compensation and retirement arenas. Contractor shall provide the services that maintain and strengthen the RTW program.

C. Partnership and Communication

The County seeks to build a partnership between Risk Management, County Departments and the Contractor. Collaboration in the resolution of workers' compensation claims is important to the ultimate success of the County's program. Periodic meetings held with the participation of the Claims Team, Risk Management and Department Managers allow for information sharing and strategy on case management.

D. State Compliance

Proposals must specify Contractor's method of conforming to legal requirements of Labor Code and California Code of Regulations and claims handling including time limits and process. It is insufficient to merely state that the proposer will conform to requirements of the Labor Code and California Code of Regulations.

E. Public Safety Benefits

Contractor's will have experience with Labor Code 4850 and procedures used in administering claims for safety members. Claims Managers and Claims Examiners assigned to County's contract must have a minimum of two years' qualified experience in administering claims for safety members.

F. Analysis Reporting and Documentation

The County's workers' compensation program relies heavily on the availability of complete information and relevant reporting. The County requires access to the claim system to make data queries. On-line access to data queries shall include, but not limited to claim notes, claim detail and electronic transfer of information including transmittal of Employers' report.

G. Cost Containment

Several ancillary services are needed to proactively administer a self-insured workers' compensation program, including medical case management, utilization review, preferred providers and organizations and medical bill review. The County retains the right to be involved in the selection of these service providers independent of the contract for Third Party Administrator (TPA) services and the Contractor is expected to fully cooperate with these providers to achieve efficient and effective results.

H. Medical Management

Contractor shall have Utilization Review (UR) program in place and adhere to all American College of Occupation and Environmental Medicine (ACOEM) guidelines. UR Guidelines shall be reviewed and approved by the County to continue to maximize efficiency.

Medical bills shall be reduced (other than medical-legal expenses) to the Official Medical Fee Schedule and by the Preferred Provider Organization (PPO) contracts. Contractor shall ensure only those bills that are appropriate for injuries sustained and treatment rendered are approved by the Claims Examiner for payment. Contractor shall conduct thorough investigation of claims to prevent improper billing practices and ensure medical documentation supports level of billing.

The County participates in a Medical Provider Network (MPN). Contractor shall provide access to either a customized or proprietary MPN and secure the services of a state approved MPN administrator based on criteria provided by the County.

I. Litigation

Contractor shall establish a process to manage and limit litigation costs by negotiating reduced rates with defense counsel. In addition, the Claims Examiner shall identify tasks that can be performed in-house rather than being referred to defense counsel.

The County is diligent in the selection of legal representation and managing litigation; Contractor shall support this management function. County must authorize Contractor's election of defense counsel in advance of counsel assignment.

Litigation efforts shall be controlled and closely monitored by the Contractor. Regular communication shall be maintained with the County and documentation shall be provided to the County as requested. Contractor will notify the County within 24 hours of receipt of any conferences/trials set by the Workers' Compensation Appeals Board (WCAB).

Administrative and medical control of litigated claims shall stay with the Contractor and shall not pass to defense counsel unless pre-approved by the County.

Settlement authority on litigated claims shall be approved by the County before being presented or negotiated with applicant attorney.

The Claims Examiner and/or Claims Supervisor shall attend WCAB Hearings, conferences and reviews with defense counsel when required and agreed to in advance by the County. Contractor shall schedule periodic meetings with defense counsel and County staff to update the County on status of claims.

Contractor shall work closely with the County in litigation management. County approval is required for, but is not limited to, all depositions, investigations and sub-rosa activities.

J. Investigations

Contractor shall coordinate all investigation activity with the County. Investigation assignments are selective and made only when necessary. Investigations may include witness or co-worker statements, subpoena of records, surveillance of an injured employee's activity and other information-gathering activities. Whenever possible, basic

or initial information gathering shall be done by the Claims Examiner through inquiries to the employer as part of the claims management process.

K. Financial/Accounting

A trust account shall be maintained for the purpose of paying benefits. The amount maintained in the trust account shall be determined by the parties and confirmed in writing.

The Contractor shall provide access to a copy of all checks, vouchers or warrants drawn to pay benefits on County claims. A weekly check/voucher register shall be provided to the County. The register shall list the check/vouchers in numerical order, claim number, amount, payee recoveries of all types and any other information considered necessary by the County.

At the sole discretion of the County, there may be a financial audit of the trust account.

Contractor shall promptly initiate its administration and adjustment of each claim reported by the County. Contractor shall not be responsible for payment of any fines or penalties which are not reported to Contractor in a timely manner or which are not reported at all. Any statutory penalties incurred by Contractor due to performance shall be paid as a claims expense and the Contractor will reimburse to the County. A monthly accounting of all penalty payments will be provided to the County with an explanation for the penalty payment.

Penalties incurred on claims shall be reported to the County immediately. Contractor shall reimburse the County for any penalties incurred within 24 hours. A specific remediation plan regarding the penalty shall be provided to the County.

All services shall be considered as an expense for the purpose of this section. At no time shall a check be issued through the trust account to Contractor without the prior approval of the County.

Notification to the County shall be made when any authorized signatory on the trust account leaves Contractor employment.

L. Subrogation

Contractor shall provide subrogation services to recover costs from third parties (responsible person, agencies, insurers and/or their agents) responsible for employees, volunteers, inmates, etc., injuries, up to the point necessitating legal counsel. Prompt notice shall be given to the County for each case indicating a potential for subrogation.

Subrogation efforts on injuries in which there is also property loss to the County shall be coordinated by the Contractor with the County and/or their liability program administrator as appropriate. Subrogation notices and action against another party require the advance authorization of the County.

M. Recovery and Excess Insurance

Contractor shall comply with all excess insurance carriers reporting and notice requirements and submit information to the County's excess insurance carrier for all claims that exceed the limits of the self-insured retention workers' compensation liability.

All claims meeting the EIA requirements for excess reporting shall be reported per EIA policy guidelines found in the EIA standards.

Contractor shall endeavor to recover costs where there are applicable sources for liens, credits and contribution.

N. Fraud Unit

Contractor shall take an aggressive stance against fraud by filing appropriate forms with the State Department of Insurance. Whenever warranted, the Contractor shall aggressively pursue fraud cases with the District Attorney's Office after authorization from the County.

O. Forms

Contractor shall provide, at no cost, the required forms for the County to process claims mandated by the California Labor Code and the Administrative Director, including, but not limited to, Employers First Report (5020), DWC-1, and the Facts about Workers' Compensation brochure.

P. Reports

Contractor shall be responsible for the following:

- 1) Provide a monthly loss report to the County. These reports show claim detail and summary totals by department and division(s). The County shall have the option to request additional reports to help analyze claims frequency and severity and identify trends in all areas of claims management.
- 2) Provide access to review claims data and create reports using the Contractors secure access.
- 3) Prepare and file the Self-insured Annual report and provide the report to the County 30 days before the deadline date.
- 4) Complete and provide the Occupational Health Administration (OSHA) logs and assist the County in completing the Summary of Occupational Injuries and Illness Reports.
- 5) Additional reports are to include an annual report, or stewardship, as of June 30 each year with loss trending analysis with charts and graphs to be used in the development of Departmental Action Plans.

Q. Information System

All records, files, transcripts, computer tapes, media and information systems data and any other materials on workers' compensation claims are the property of the County and must be relinquished in good order and condition upon termination of the Contractor without an additional cost.

Contractor must maintain an effective claim electronic data security system including adequate access and integrity controls and continuity program for uninterrupted systems operations.

Contractor must maintain full and effective electronic data interchange (EDI) capabilities and comply with the California workers' compensation information system (WCIS) regulations and UR reporting guidelines.

R. Performance Guarantee

Contractor will agree to two performance goals as follows:

- 1) Claims examiners must achieve an indemnity closure rate of 102% or more per fiscal year. If not achieved, fees paid to Athens are reduced by \$5,000 in each fiscal year that this goal is not achieved.
- 2) Biannual audits (performed by an outside auditor) shall score no lower than "meets expectations" as defined in the CSCA-EIA Claims Standards.

S. County Responsibilities

The County shall be responsible for the following:

- 1) Submit all reports of work injuries to the Contractor within one business day of County's knowledge of the injury.
- 2) Respond to Contractor's requests for information and/or settlement authority within five days of such a request.
- 3) Grant settlement authority to the Contractor in advance of legal hearings. When required, County shall be available by phone or in person for such hearings.
- 4) Final approval of Contractor personnel assigned to the County's account.
- 5) Final approval on all vendors and subcontractors utilized on County's account, including, but not limited to, attorneys, investigators, rehabilitation consultants, doctors and facilities retained on County claims.
- 6) Final approval on the resolution of County claims including, but not limited to, settlement amounts and structure.
- 7) Periodic audits of trust account and claims files.

- 8) Establish and maintain a trust account for payment of claims and related expenses and designate contractor as signatory.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

CONTRACTOR shall prepare and present to COUNTY detailed monthly invoices for its services under this Contract. Upon submission of an invoice by CONTRACTOR, and upon approval of COUNTY's representative, COUNTY shall pay CONTRACTOR monthly in arrears for the pro-rata portion of the Fee (described in Section 2 below) and for Allocated Loss Adjustment Expenses incurred by CONTRACTOR and approved by COUNTY. The invoices shall describe the nature of the services provided and the expenses incurred, the applicable dates, an itemization of all charges and, to the extent possible, the person or persons performing the services on behalf of CONTRACTOR. Upon request, CONTRACTOR will endeavor to supply additional details as COUNTY may reasonably request. CONTRACTOR's billings shall be due and payable by COUNTY thirty (30) days after receipt.

2. CALCULATION OF FEES

- A. The total cost of the Third-Party Claim Administrator Services fees for the period July 1, 2020 to June 30, 2023 will be One Million Three Hundred Ninety-One Thousand Eight Hundred Forty-One Dollars (\$1,391,841, the "Fee"). COUNTY will pay the Fee as follows:

July 1, 2020 to June 30, 2021: \$450,303.00 invoiced by the CONTRACTOR in 12 monthly statements, and payable by the COUNTY in 12 monthly payments

July 1, 2021 to June 30, 2022: \$463,812.00 invoiced by the CONTRACTOR in 12 monthly statements, and payable by the COUNTY in 12 monthly payments

July 1, 2022 to June 30, 2023: \$477,726.00 invoiced by the CONTRACTOR in 12 monthly statements, and payable by the COUNTY in 12 monthly payments.

The Fee includes all professional services required by this Contract and related to, incidental of, or necessary to management of all workers' compensation claims, including, but not limited to adjusting, in-house investigations, claims management services, computer input of all open claims, monthly loss information and quarterly and annual reports, trust account (excluding checks and bank charges), and attendance to all COUNTY required or requested meetings.

- B. Allocated Loss Adjustment Expenses (ALAE) are expenses directly attributable to specific claims, as listed in subsection 1) below. ALAE include payments for: legal fees, adjusting fees, court fees, investigation, record copying, medical costs containment expenses, and services required by law or state regulation.

With regards to ALAE, the CONTRACTOR will make the following services available to COUNTY, but COUNTY is not required to utilize CONTRACTOR's services listed below and COUNTY may utilize an independent vendor/contractor for such services. However, in the event COUNTY utilizes CONTRACTOR's services below, CONTRACTOR offers such services at the following costs, which will be in addition to annual claims administration fee, and such services will be charged to the individual claim file where services are provided:

- 1) Section 111 Reporting of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA)
 - a) Set Up and Testing Fee – No additional charge while utilizing Athens Administrators reporting partner.
 - b) Eligibility Query and Quarterly Reporting - No additional charge while utilizing Athens Administrators reporting partner.
- 2) Managed Care Services
 - a) Medical Bill Review
 - i) Medical Fee Schedule Reduction (OMFS) \$8.00 per Bill
 - ii) Hospital In and Out Patient Fee Schedule Reductions \$650 per Bill
 - iii) PPO Network and Specialty Bill Negotiations 22.00% of Savings
 - iv) Duplicate Bills No Charge
- 3) Utilization Review, Case Management and Physician Review
 - a) Utilization Review
 - i) Concurrent, Prospective and Retrospective Review \$120 Flat Fee
 - ii) UR Appeals: Peer to Peer \$300 Per Hour
 - iii) Authorization Only \$25 Flat Rate
 - b) Case Management
 - i) Telephonic Nurse Case Management \$105 per Hour
 - ii) Field Case Management \$110 per Hour/Travel and Mileage
 - iii) Catastrophic Case Management \$100 per Hour/Travel and Mileage
 - c) Peer Review
 - i) Physician Peer Review \$300 Flat Fee
 - ii) Records review \$250 per Hour
- 4) Other Related Services
 - a) Investigations Up to \$97 per Hour
 - b) Pharmacy Benefits Management (PBM) No Charge
 - c) Pharmacy Drug Review \$125 per Hour
 - d) Central Index Bureau & First and Subsequent Report of Incident Reporting \$18 per Hour
 - e) Claim Reporting Included
 - f) Predictive Modeling Included
 - g) Subrogation Recovery 5% of Gross Recovery
 - h) MPN (MedEx) \$2.50 Per Bill
 - i) Nurse Triage \$150 Per Claim

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 all obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

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 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, code1 (any auto).

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

C. Minimum Limits of Insurance
Contractor must maintain limits no less than:

- | | | |
|---|--------------------|---|
| (1) General Liability:
(Including operations, products
and completed operations.) | \$5,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | | as required by the State of California |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

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

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

- (2) Professional Liability: **\$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 3 years following the completion of work under this Contract.

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

F. Deductibles and Self-Insured Retentions

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

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

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

G. Other Insurance Provisions

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

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

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

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

H. Waiver of Subrogation

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

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

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

J. Verification of Coverage

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

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

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

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage 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 terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

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

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

10. INDEMNIFICATION

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

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

11. INDEPENDENT CONTRACTOR

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

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

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

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations 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. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 CFR 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

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

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

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

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

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

15. CONFLICT OF INTEREST

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

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

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

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

19. INSPECTION

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

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

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

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

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

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

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

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

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

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

33. PRICING

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

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

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

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

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

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file),

such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

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

38. ENTIRE CONTRACT

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding Section 2 of the Standard Contract, and unless terminated by either party prior to June 30, 2023, this Contract may be extended from July 1, 2023 through June 30, 2025 upon execution of a written amendment to this Contract.

2. ADDITIONAL INSURANCE

In addition to the Insurance required in Exhibit C, Contractor agrees to provide: Professional malpractice insurance of all activities of Contractor (and its subcontractors) arising out of or in connection with this Contract in an amount no less than one million dollars (\$1,000,000) limit for each occurrence with a two million dollar (\$2,000,000) aggregate. The policy shall be written on a claims-made form and shall remain in full force and effect for no less than three (3) years following the completion of work under this Contract.