



County of Solano Standard Contract

CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:
6696

SUBJECT ACCOUNT:
2245

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

THIRD SECTOR CAPITAL PARTNERS, INC.

CONTRACTOR'S NAME

2. The Term of this Contract is:

NOVEMBER 1, 2024 – JULY 31, 2026

3. The maximum amount of this Contract is:

\$312,937

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:

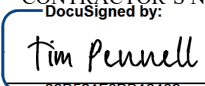


Exhibit A – Scope of Work

Exhibit B – Payment Provisions

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

The Contract was made on November 1, 2024.

CONTRACTOR	COUNTY OF SOLANO
Third Sector Capital Partners, Inc.	
CONTRACTOR'S NAME DocuSigned by:  38B521F0B5716409... SIGNATURE	AUTHORIZED SIGNATURE Bill Emlen County Administrator TITLE
9/24/2024 DATED	DATED
Tim Pennell PRINTED NAME	675 Texas ST ADDRESS
Managing Director, Strategy & Programs TITLE	Fairfield CA 94533 CITY STATE ZIP CODE
P.O. Box 962004 ADDRESS	Approved as to Content: 
Boston MA 02196 CITY STATE ZIP CODE	DEPARTMENT HEAD OR DESIGNEE Approved as to Form: 
	COUNTY COUNSEL

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A

SCOPE OF WORK

I. BACKGROUND

Solano County Probation Department (**Department**) seeks to establish a Prevention and Intervention Resource Center (“**the Center**”) to support youth and their families who are at risk of involvement with the juvenile justice system. The Center will focus specifically on prevention and intervention, providing a safe harbor for all youth throughout the county at risk of violence victimization and perpetration, trauma, and disproportionate justice involvement. The goal is to integrate and sustain services that are responsive to the needs of youth that are disproportionately represented in the juvenile justice system. The Center will address multiple risk factors including, a) mental health and/or substance use disorders; b) exposure or participation in community violence; and/or c) poverty and limited economic opportunity for youth and their families.

Currently, Solano County (**County**) does not have a local centralized “one-stop-shop” with the capability and capacity to bring together community-based organizations for coordinated and preventative wraparound services for youth and their families. Lack of community awareness of current offerings limits positive youth development and prevents information sharing among youth-serving county departments due to geographic location and disproportionate access for those most in need.

Third Sector (**TS**) will assist in leading a design and planning process to establish the Center through a process that integrates community expertise and insights with the policy, program, and funding resources of the County. In this 12-month process, Third Sector will work closely with the Department’s leadership and staff, community-based organizations (CBOs), youth and their caregivers, and community members with lived experience to convene, plan, and deliver an action plan to be implemented by the Center and county staff to achieve goals outlined in this timeline. These goals aim to prevent involvement with the juvenile justice system for youth referred by probation or other law enforcement, local schools, community organizations, truancy officers, and other stakeholders, and achieve safer communities for all Solano County residents. The timeline moves from research and community landscaping assessment to action planning, and then ultimately concludes with the County being equipped to operate the new center with the resources and practices developed by Third Sector and the established Planning Council (**PC**).

II. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

Third Sector will provide technical assistance to the Department to implement its FY23 Building Local Continuums of Care to Support Youth Success federal grant over a 12-month period.

This contract identifies Third Sector’s role, responsibilities, and budget to deliver its components of the workplan (“**Scope of Work**”) and to support the Department successfully build the tools and processes to launch its proposed Center. All materials developed during the engagement will become jointly owned by the parties.

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**Exhibit A
Scope of Work**

Third Sector reviewed the Department’s federal proposal and developed an overview of the grant’s activities and deliverables in the section titled “*Workplan Summary of Activities & Deliverables*” (“**Workplan**”). The document lists all required activities and deliverables with timelines and responsible parties. The workplan activities and deliverables ensure that the Department meets all federal program requirements and that the envisioned Center can be sustained after Third Sector completes its engagement.

A. Staffing

Third Sector’s proposed staffing structure will dedicate approximately 2,000 hours over 12 months to deliver the intensive technical assistance required for the Department to achieve its ambitious goal of launching its Center. The staffing structure will support the three phases listed in the Workplan.

Third Sector will staff the Scope of Work described herein with a dedicated four-person team including a Managing Director, Director, Manager, and two Associates. The Managing Director and Director provide implementation expertise and project oversight (5-20% of a full-time equivalent) while the Manager leads all client management, stakeholder engagement, and content development (50% FTE). An Associate will support stakeholder engagement and content development (50% FTE). Third Sector also draws on the expertise of all of its team members and extended network of partners, Senior Fellows, and subject matter experts for each engagement as needed. The decision of which personnel will be assigned to this Scope of Work will be determined once all documentation is finalized and signed.

Staff resumés, insurance coverage, and references for Third Sector’s prior engagement are available upon request.

B. Workplan Summary of Activities & Deliverables

Solano County Probation (SCP) FY23 Building Local Continuums of Care to Support Youth Success

Phase 1 Research and Community Landscape Assessment			
<p>Goal: Identify strategies that support promising and evidence-based approaches supported by SCP and community stakeholders that advance the long-term well-being and success of youth and their families at risk of involvement with the juvenile justice system</p> <p>Objectives: Create opportunities for CBOs and other community stakeholders to work with SCP and county staff to determine how to make community-based programs more accessible to youth of color facing challenges with academic achievement, economic opportunity, and self/family well-being with the resources and relationships developed throughout Phase 1.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> Fully executed grant and partnership agreements Phase 1 workplan Planning Council and Workgroup rosters Gap Analysis Stakeholder engagement with youth, families, and practitioners Landscape Assessment 			
Start Month	Activity	End Month	Responsible Party
Month 1	1.1 Draft and complete all grant, partnership agreements, and county, state, and federal compliance requirements	Month 2	TS, SCP
Month 2	1.2 Establish Solano Planning Council (PC) to meet on a recurring basis. PC will comprise youth, families, and practitioners from CBOs, SCP, and other		TS, SCP

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	departments (e.g., school districts, courts, law enforcement agencies, Parks and Recreation, Library, or Solano County Behavioral Health), who will participate in the emergent project design process to establish or improve norms, relationships, objectives, and work plan to launch and sustain the Center.	Month 3	
Month 3	1.3 Form <u>two (2)</u> recurring “solutions workgroups” within the PC to meet bimonthly to identify what is most effective and challenging among existing community-based programs focused on education, recreation, health, family well-being, and diversion. Discussions may include the absence, underutilization, or creation of programs; identification of evidence-based and promising prevention and intervention programs; opportunities to synchronize resources across neighborhoods; strategies to coordinate accepted referrals; and identification of data entry/sharing analysis and collection for community-based organizations and county departments.	Month 6	TS, SCP
Month 5	1.6 Identify best practices and benchmarks from comparable counties and states that operate similar programs to the Center for the County to consider adopting.	Month 6	TS
Month 4	1.7 Determine which challenges and deficits can be addressed through legally permissible action, with available resources, and with departments that are responsible and accountable for exploring necessary improvements to integrate into the Center.	Month 6	SCP, PC
Month 4	1.8 Develop a landscape assessment of SCP community-based resources by identifying evidence-based and promising intervention and prevention programs, opportunities to synchronize those resources across neighborhoods, and strategies to coordinate accepted referrals from school districts, law enforcement agencies, SCP, and other juvenile legal system stakeholders.	Month 9	TS, SCP, PC

Phase 2 Action Planning			
<p>Goal: Establish a sustainable operational structure for the Center, allowing it to serve communities disproportionately represented in the juvenile justice system through prevention and upstream program models for support.</p> <p>Objectives: Develop consensus among accountable, responsible, and most impacted government and community stakeholders by developing tools, documents, and agreements.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • Phase 2 Workplan • Stakeholder engagement with Quantitative and qualitative insights from youth, families, and practitioners • Cost/Benefit Analysis for the Center • Launch Transition Plan 			
Start Month	Activity	End Month	Responsible Party
Month 6	2.1 Resume “solution workshops” to (i) co-design policy, programmatic, and funding components of the Center to be operated by SCP and its county partners, and (ii) program, staffing, and funding are responsive to unaddressed gender, cultural, linguistic, and social needs prioritized in Phase 1. Community and practitioner (CBO and county) feedback will inform Center resource allocation and utilization.	Month 9	TS, SCP
Month 8	2.2 Finalize the comprehensive community plan and the workplan to operationalize, staff, and fund the Center.	Month 9	TS, PC
Month 7	2.3 Finalize Cost Savings analysis to inform budget, redundant funding, or underutilized county, state, and/or federal fund utilization	Month 9	TS
Month 7	2.4 Prototype the Center’s operational plan with the PC and CBOs to inform and modify operational plans and guidelines for the launch	Month 9	SCP
Month 9	2.5 Develop a transition plan for roles and responsibilities for staff who will operate the Center to understand and document processes and procedures and personnel duties to oversee the Center's operational, strategic, and daily functions.	Month 9	TS PC, SCP

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Scope of Work**

Phase 3	Implementation and Sustainability		
Project Goal: Launch the Center with the support of the PC and all involved community supporters as a coordinated, cross-system, community-based continuum of promising and evidence-based diversion supports to reduce youth involvement in and further penetration into the youth justice system.			
Project Objectives: Act on a transition strategy and action plan for the Center that aims to deliver system engagements and community programs responsive to the cultural, linguistic, and social needs of youth and families.			
Deliverables: <ul style="list-style-type: none">• Phase 3 Workplan• Comprehensive Community Plan• Center Launch Event• Finalize and deliver the Center’s operational and financial sustainability plan for the SCP and the PC			
Start Month	Activity	End Month	Responsible Party
Month 9	3.1 Develop a comprehensive community plan for the Center, detailing parameters for departments to develop action plans to address specific gaps and support and expand community-based prevention and intervention programs and best practices for youth and families; definition for measurable targets and performance indicators to track progress against baseline current state outcomes; proposed coordinated policies and protocols between system partners responding to youth at risk of entering mandated systems; and strategies to formalize partnerships with other collaboratives and community-based organizations through MOUs or contracts, among other strategies. TS and SCP agree on a transition plan and transition timeline.	Month 12	TS, SCP
Month 10	3.2 Establish and confirm the Center’s mission statement, dissemination of the center’s action plan, including the operational and sustainability plans, agree to implementation roles and responsibilities after the grant period, and commit to 6/12/18-month operational, policy, service, data collection, and funding goals for establishing and sustaining the Center.	Month 12	TS, PC
Month 10	3.3 Set a launch date for the Center and plan the community launch event with county, state, and federal departments, community leaders, and Center supporters	Month 10	SCP, PC
Month 11	3.4 Launch the Center with referrals and enrollment of youth and implementation of the data collection and outcome metrics prioritized in Phases 1 and 2.	Month 18	SCP, PC
Month 1	3.5 Complete all grant requirements, performance measures, and documentation, including fulfilling furthering the public purpose(s) of the OJP award	Month 18	SCP

II. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

A. Personnel

The Department will identify two (2) staff members to oversee and guide all phases of Third Sector’s Scope of Work (**“Points of Contact”**). The Points of Contact will coordinate Third Sector’s engagement with other Department staff and Key Stakeholders. Third Sector and the Points of Contact will meet to develop a detailed and customized workplan based on existing departmental strategy plans and legislative commitments, and set recurring meetings to ensure progress towards agreed-upon deliverables and milestones. The Points of Contact will also coordinate access to all needed data and materials and identify personnel in the county to participate in all phases of the Workplan.

The Department's Points of Contact will coordinate Third Sector's engagement with other staff and external stakeholders (**"Key Stakeholders"**) who will form the workgroups detailed in the Workplan:

- Program, data, policy, and other staff members from the Department's juvenile and adult divisions, and administration;
- County department staff from the Office of Education, Police Departments, Public Defender's Office, Behavioral Health, Health & Social Services, and Parks and Recreation, among others;
- Families and community members;
- Community-based organizations that provide youth development, education, and child or family support services; and/or
- Other community partners and advocates focused on youth development and public safety

While Third Sector often draws from implementation research and evidence-based practices, its technical assistance also co-creates and identifies shared priorities and aligns incentives across a broad coalition of stakeholders. This process builds institutional commitments with existing resources, ensures community support, and reinforces collaborative relationships that are necessary for long-term success and sustainable improvements in individual experiences and across systems.

B. Time Commitments

As part of the proposed Scope of Work, Third Sector anticipates the following time commitments: the Department's Points of Contact (4-8 hours per week) and engaged Key Stakeholders (0-4 hours per week). Introducing Third Sector to the appropriate stakeholders and facilitating the exchange of ideas and information within the first month of the engagement will be critical to ensure the remaining activities and deliverables are achieved within the budgeted time frame. All activities will be delivered in hybrid virtual or in-person formats that accommodate telephone, video communication, and online interactive platforms.

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Exhibit B
Payment Provisions

EXHIBIT B
PAYMENT PROVISIONS

1. TOTAL COMPENSATION

- A. Maximum compensation under this Contract **shall not exceed \$312,937**. Compensation shall include payment for staff time, materials, and community member stipends (if necessary) required to complete all activities and deliverables listed in Exhibit A.
- B. The payment rate above shall constitute the entire compensation due the Contractor for services rendered and all of Contractor's obligations in performance of this Contract regardless of the difficulty, materials, or equipment required. The payment rate includes, but is not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C. The Contractor is not guaranteed to be paid the maximum compensation during the term of this Contract, including any extension periods, as the County makes no specific guarantee of a minimum or maximum number of days that shall be required.

2. METHOD OF PAYMENT

- A. Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall, in accordance with the "Budget" attached to this Contract as Attachment B-1 and incorporated by this reference, pay Contractor in arrears for services rendered per each deliverable, up to the maximum amount provided for above.

County of Solano

Attachment B-1 Budget

Budget

Deliverables by Activity	Resources Committed	Due Date	Lead	Payment Due Upon Deliverable
0.0. Develop and conduct a planning process, including a fully executed grant and partnership agreement, finalized scope of work, budget, and work plans for all phases of the grant based on the review of materials from Solano County Probation (SCP) and other existing justice reform efforts in the county	Third Sector, SCP	By the end of Month 2	Third Sector	\$22,937
1.2 Establish Solano Planning Council (PC) to meet on a recurring basis. PC will comprise youth, families, and practitioners from community-based organizations, SCP and other departments (e.g., school districts, courts, law enforcement agencies, Parks and Recreation, Library, or Solano County Behavioral Health), who will participate in the emergent project design process to establish or improve norms, relationships, objectives, and work plan to launch and sustain the revention and Intervention Resource Center (the "Center").	Third Sector, SCP	By the end of Month 3	Third Sector	\$40,000
1.3 Form two (2) recurring "solutions workgroups" within the PC to meet bimonthly to identify what is most effective and challenging among existing diversion and reentry programs. Discussions may include the absence, underutilization, or creation of programs; identification of evidence-based and promising prevention and intervention programs; opportunities to synchronize resources across neighborhoods; strategies to coordinate accepted referrals; and identification of data entry/sharing analysis and collection for community-based organizations and county departments.	Third Sector, SCP	By the end of Month 6	Third Sector	\$40,000
1.8 Landscape Assessment of SCP community-based resources by identifying evidence-based and promising prevention and intervention programs, opportunities to synchronize those resources across neighborhoods, and strategies to coordinate accepted referrals from school districts, law enforcement agencies, SCP, and other juvenile legal system stakeholders.	Third Sector, SCP	By the end of Month 9	Third Sector	\$50,000
1.8 Gap Analysis to assess barriers to expanding and sustaining the Center	Third Sector, SCP	By the end of Month 9	Third Sector	\$50,000
2.3 Cost Savings analysis of redundant funding or underutilized county, state, and/or federal funds	Third Sector, SCP	By the end of Month 9	Third Sector	\$50,000
3.1 Develop a comprehensive community plan for the Center, detailing parameters for departments to develop action plans to address specific gaps and support and expand community-based prevention and intervention programs and best practices for youth and families; definition for measurable targets and performance indicators to track progress against baseline current state outcomes; proposed coordinated policies and protocols between system partners responding to youth at risk of entering mandated systems; and strategies to formalize partnerships with other collaboratives and community-based organizations through MOUs or contracts, among other strategies. TS and SCP agree on a transition plan and transition timeline.	Third Sector, SCP	By the end of Month 12	Third Sector	\$50,000
<p>Community Stakeholder Stipends & Compensation - Third Sector will disburse stipends and compensation to community member participants in PC meetings and workgroups for their time and expertise to support the design of the program and inform the development of all deliverables. SCP and Third Sector will consult the expertise and experiences of young adults, caregivers, and community members with current and prior juvenile legal system involvement in Solano County. Third Sector expects to facilitate 4 PC meetings and 8-12 workshops, interview, and/or focus groups with 3 to 10 participants in each two-hour meeting who identify as community members and are not compensated by government or community-based organizations engaged in the process. The stipend amount for each community member participating in each meeting will be one-time compensation at an analyzed rate of \$44.63 per hour, which is based on the local wage rate that a full-time worker requires to cover the costs of their family's basic needs specifically in Solano County, California</p> <p>This "living wage" analysis is conducted by the Massachusetts Institute of Technology's Living Wage Calculator (https://livingwage.mit.edu/counties/06095) for individuals, governments, communities, employers, and others to estimate a more accurate cost of living expense per household. On average, Third Sector anticipates engaging a community member who is part of a two adult household where one adult is working and the household has one child dependent.</p>	Third Sector, SCP	As determined by SCP and Third Sector	Third Sector	Up to \$10,000
TOTAL BUDGET				\$312,937

County of Solano**Attachment B-1
Budget**

Third Sector's budget includes estimates for travel in accord with federal General Service Administration guidelines for Solano County, CA. Any travel commitments will be planned with and approved by the Department in advance and will comply with state and federal policies. Third Sector complies with federal Part 200 Uniform Requirements and has the systems and financial controls to:

- Provide appropriate progress reports and financial reports to County;
- Be accountable to Solano County for how it uses the federal or County funds
- Follow applicable federal rules regarding financial management, internal controls, cost principles, and audit requirements.
- Collect and provide performance data for the County to include in its standard reporting to the state or federal government

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for. 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

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**Exhibit C
General Terms Conditions**

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:

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

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

F. Deductibles and Self-Insured Retentions

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

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

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

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

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

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as

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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.

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General Terms Conditions**

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.

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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

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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 29 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.

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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

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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.

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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

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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.

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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. CLOSING OUT

Notwithstanding Exhibit C, Section 1.C., the Contractor must 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. INDEMNIFICATION

Notwithstanding Exhibit C, Section 10 A. and Section 10 B., the parties agree to mutually indemnify the other as follows:

- A. Each party (each an "Indemnitor") will indemnify, hold harmless and assume the defense of the other party (the "Indemnitee"), 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 the Indemnitor's actions or from any persons directly or indirectly employed by, or acting as agent for the Indemnitor, excepting the sole negligence or willful misconduct of the Indemnitee. 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 either party from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Indemnitor's operations regardless if any insurance is applicable or not.

3. SUBCONTRACTOR AND ASSIGNMENT

Notwithstanding Exhibit C, Section 21 B., the County's Contract Manager's approval shall not be unreasonably withheld.

4. OWNERSHIP OF DOCUMENTS

Notwithstanding Exhibit C, Section 24 A., the parties shall jointly own 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.