



County of Solano Standard Contract

For County Use Only
CONTRACT NUMBER:
03457-26
(Dept., Division, FY, #)
H&SS/PH
BUDGET ACCOUNT:
7565, 7568, 7821
SUBOBJECT ACCOUNT:
3153

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

Solano County Office of Education

CONTRACTOR'S NAME

2. The Term of this Contract is:

July 1, 2025 to June 30, 2026

3. The maximum amount of this Contract is:

\$ 292,240

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 Provisions

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on May 28, 2025.

CONTRACTOR	COUNTY OF SOLANO
Solano County Office of Education CONTRACTOR'S NAME	<i>Bill Emlen</i>  07/02/2025 11:58 AM EDT
Becky Lentz SIGNATURE Becky Lentz, Director of Internal Business Services PRINTED NAME AND TITLE	Bill Emlen County Administrator 275 Beck Avenue, MS 5-200 ADDRESS Fairfield CA 94533 CITY STATE ZIP CODE Approved as to Content:
5100 Business Center Drive ADDRESS	<i>Emery Cowan</i>  06/02/2025 12:41 PM EDT
Fairfield CA 94534 CITY STATE ZIP CODE	Emery Cowan Director, Health & Social Services Department Approved as to Form:
	<i>Megan Callaway</i>  06/03/2025 11:59 AM EDT
	COUNTY COUNSEL

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

**EXHIBIT A
SCOPE OF WORK**

Contractor will provide the following services in support of Solano County Public Health Division, Health Promotion and Community Wellness Bureau's (HPCWB), Alcohol, Tobacco, and Other Drugs (ATOD) prevention program. This scope of work outlines the activities to support an active Friday Night Live (FNL) program in Solano County. The expected outcome will be one (1) countywide youth coalition with representation from at least five (5) Solano County communities that will focus on a minimum of three (3) projects that engage young people in preventing ATOD use and improving mental health among Solano County youth.

Definitions: The funding source for each activity is delineated below. Substance Abuse Prevention and Treatment (SAPT) funds are the Substance Abuse Prevention and Treatment Block Grant, FNL set-aside, and are required activities from the funder, Department of Health Care Services (DHCS). CGF refers to County General Funds for activities that the County has determined increase the effectiveness of the required SAPT-funded activities. PPSDS refers to the DHCS reporting system, Primary Prevention Substance Use Disorder Data Service. The Google Drive is set up by the County for submitting progress not reported to DHCS.

A. WORK ACTIVITIES

Contractor will:

Prevention Service Category	Youth Engagement and Education
Strategy	Friday Night Live
Justification for Strategy selected using recent data	<p>Contractor will provide the following services in support of Solano County Public Health Division, Health Promotion and Community Wellness Bureau's (HPCWB), Alcohol, Tobacco, and Other Drugs (ATOD) prevention program. This scope of work outlines the activities to support an active Friday Night Live (FNL) program in Solano County. The expected outcome will be one (1) countywide youth coalition with representation from at least 5 Solano County communities that will focus on a minimum of three (3) projects that engage young people in preventing ATOD use and improving mental health among Solano County youth.</p> <p>Definitions: The funding source for each activity is delineated below. SAPT funds are the Substance Abuse Prevention and Treatment Block Grant, FNL set-aside, and are required activities from the funder, Department of Health Care Services (DHCS). CGF refers to County General Funds for activities that the County has determined increase the effectiveness of the required SAPT-funded activities. PPSDS refers to the DHCS reporting system, Primary Prevention Substance Use Disorder Data Service. The Google Drive is set up by the County for submitting progress not reported to DHCS.</p>

Activity	Key Tasks	Start/End Date	Tracking/ Evaluation Measures	Responsible Party
1. Coordination and Management of FNL and FNL activities	<p>Provide leadership, youth development training, technical assistance, and advisor training to FNL Chapters located in Solano County.</p> <p>Organize, develop, and implement one (1) Solano County-wide FNL chapter to serve as the model for school-based chapters. Membership will be comprised of a minimum of one student representative from at least five (5) communities within Solano County, including representatives from school based FNL chapters.</p>	Jul 2025 – Jun 2026	Record of assistance provided	Program Manager and Designated Youth Activities Specialist
	Notify all FNL chapters of funding opportunities offered through CFNLP or other statewide or community partners as	Jan 2026 – Apr 2026	Progress report	Program Manager

	they become available. Provide assistance to FNL chapters interested in securing these funds.	Jul 2025 – Jun 2026	Meeting minutes	Program Manager and Project Coordinator
	Complete a minimum of ten (10) meetings either virtual or in-person with the county-wide chapter to provide project guidance, training, and oversee overall activities.	Jul 2025 – Jun 2026	Surveys completed	Program Manager and Designated Youth Activities Specialist
	Complete the FNL Youth Development Survey for the RoadMap chapter and encourage all FNL chapters to participate in the survey.	Jun 2026		
	Designate at least one (1) staff member to be responsible to perform data entry for services funded with Substance Abuse Prevention and Treatment funds. Staff person will participate in training to learn how to perform reporting according to expectations outlined by the Department of Health Care Services.	Jul 2025 – Jun 2026	Date entry complete	Program Manager
2. Mandatory Meetings and communication with Health & Social Services (H&SS)	Participate in all Alcohol Tobacco and Other Drugs (ATOD) Prevention Collaborative Tobacco Free Solano (TFS) and Contractor meetings as required by H&SS to provide FNL updates. Attend all monthly FNL Coordinator Conference calls for program updates and technical assistance.	Jul 2025 – Jun 2026	Meeting attendance reported	Program Manager &/or Project Coordinator
	Submit contract-related news and information regarding events and key successes to ATOD Coordinator when appropriate. Submitted content may be shared on the VibeSolano Facebook, Instagram, Twitter, and/or website. Submissions should include photos (with parent permissions when needed) and hashtags whenever possible and be succinct for minimal editing. Engage with these VibeSolano platforms in a reciprocal manner whenever feasible.	Jul 2025 – Jun 2026	Submitted successes	Program Manager &/or Project Coordinator
4. Trainings for Staff and FNL chapters	Attend the California Friday Night Live Partnership (CFNLP) Leadership Training Institute to learn best practices and strategies for successful chapter development and RoadMap projects. In partnership with the CFNLP, offer training to FNL school-based chapters and the county-wide chapter on youth development and best practices for FNL development and project completion.	Jul 2025 – Jun 2026 Jul 2025 – Nov 2025	Record of Training attendance Training completed and reported in Google Drive	Program Manager and Designated Youth Activities Specialist

Prevention Service Category	Youth Engagement and Education
Strategy	Friday Night Live – Youth Events and Community Engagement
Justification for Strategy selected using recent data	<p>This youth capacity-building proposal provides training and leadership development opportunities focused on drug prevention, youth advocacy, peer education, community action, and resiliency.</p> <p>The Solano Youth Resiliency Summit is held locally (last year at American Canyon High in Partnership with Napa FNL) and is open only to Solano and Napa students and completely coordinated and by SCOE. 50% of workshops are youth developed and led, and the other 50% are offered by community partners who are experts in their field. Typically held in December, the summit focuses on activities and education that build resiliency and educate young people on health and safety – Topics covered at summits are selected by youth and usually include ATOD education/prevention, Mental Health/Wellness, Violence Prevention and Healthy Relationships, leadership and Advocacy building skills, and Self-Care.</p> <p>The Art Showcase event is another county-wide event that invites all Solano County youth to participate in displaying their resiliency through art. Hundreds of submissions are collected and displayed in a full day event which pulls in thousands of community members to view the art submissions. The Showcase partners with local agencies that provide services to Solano County Families to provide a family resource fair during the showcase, connecting families to programs and services to strengthen family health and resiliency.</p> <p>TTT (Teens Tackle Tobacco and Other Drugs) Conference is coordinated by Alameda County Office of Education in partnership with Bay Area County Offices of Education (including Solano COE) and hosted at UC Berkeley, this conference offers workshops ATOD prevention and safety issues. It offers opportunities for youth to submit workshop applications to provide youth-led workshops, as well as adult led workshops from experts in the field. This is also an opportunity for youth from Solano County to highlight the work they do in their community, network with youth from across the bay area, and build leadership skills</p> <p>Each of these programs/events engage youth in meaningful ways; they gain critical skills to become effective advocates in their communities. Additional activities include Red Ribbon Week awareness campaigns, access to prevention materials, and an end-of-year Youth Advocacy Recognition and Celebration.</p> <p>GOAL: Engage and educate middle and high school youth, equipping them with the knowledge and confidence to take action on substance use prevention. By providing meaningful training and capacity-building opportunities, this initiative empowers young people to lead peer education efforts, engage in community change, and build resilience, ultimately fostering healthier schools and communities.</p>

REACH: Direct Services 200 youth, Campaigns/Supplies up to 3000 youth

Activity	Key Task	Date	Tracking/ Evaluation Measures	Responsible Party
Youth Resiliency Summit	<p>Survey FNL students on youth summit workshop topics, collect results, and coordinate with SCOE staff and partner agencies to find presenters for these topics of interest.</p> <p>Coordinate planning meetings with Solano Public Health and other key partners.</p>	July 2025 – Jan 2026	Survey results and draft agenda	Project Coordinator and Designated Youth Activities Specialist
	Develop promotional materials and distribute county-wide	July 2025 – Jan 2026	Results due with invoice	Project Coordinator and Designated Youth Activities Specialist
	Coordinate, plan, develop, and host the 25/26 youth resiliency summit focusing on youth leadership, youth resiliency, mental health, healthy relationships, substance use prevention, opioid/fentanyl prevention and topics of interest based on survey results	July 2025 – Jan 2026	<p>Copy of promotional materials</p> <p>Program agenda and participant list</p>	Project Coordinator and Designated Youth Activities Specialist
	Coordinate safe transportation to and from the youth summit for registered participants. Coordinate food and prizes for the event.	July 2025 – Jan 2026	Receipts for transportation, food, and prizes/giveaways	Project Coordinator and Designated Youth Activities Specialist
	Evaluate participants on change in knowledge and record provided feedback.	July 2025 – Jan 2026	Report summary on results on change in knowledge	Project Coordinator and Designated Youth Activities Specialist
	(TTT): Coordinate registration for up to 60 youth participants to attend the 25/26 Teens Tackle Tobacco Conference.	July 2025 – Dec 2025	Registration summary and invoice	Program Manager and Designated Staff
	Coordinate safe transportation for youth participants to attend TTT.	July 2025 – Dec 2025	Transportation summary and invoice	Program Manager and Designated Staff
	Collect Evaluation and attendance data.	Mar 2026 – Jun 2026	Summary report and attendance information	Program Manager and Designated Staff
Art Showcase	Coordinate planning and development meetings with Solano Public Health and other key partners.	Dec 2025 – Jun 2026	Results due with invoice	Project Coordinator and Designated Youth Activities Specialist

Tackle Tobacco (TTT)	Develop promotional materials and distribute county-wide.	Dec 2025 – Jun 2026	Copy of promotional materials	Project Coordinator and Designated Youth Activities Specialist
	Secure event space, equipment for performances, hardware for displaying art, prizes and ribbons for awardees, technical support contractors.	Dec 2025 – Jun 2026	Receipts and invoices	Project Coordinator
	Coordinate collection of participant submissions and also coordinate judge panel to select 1 st , 2 nd , and 3 rd place awardees in each age category.	Dec 2025 – Jun 2026	List of participants and winners of ribbons	Project Coordinator
	Coordinate, plan, and host the 25/26 youth art showcase event. Coordinate food trucks and partner resource tables for event day. Collect Evaluation and attendance data.	Dec 2025 – Jun 2026	Results due with invoice	Project Coordinator
	Coordinate registration for up to 60 youth participants to attend the 25/26 Teens Tackle Tobacco Conference.	Dec 2025 – Jun 2026	Evaluation report and summary	Project Coordinator and Designated Youth Activities Specialist
REACH: Direct Service 40 Justice Involved Youth - Media Campaign - 5,000 Solano County community members	Coordinate safe transportation for youth participants to attend TTT.	July 2025 – Dec 2025	Registration summary and invoice	Program Manager and Designated Staff
	Collect Evaluation and attendance data.	Mar 2026 – Jun 2026	Transportation summary and invoice	Program Manager and Designated Staff
Prevention Service Category	Youth Engagement and Education			Program Manager and Designated Staff
Strategy	Alternative Activities			
Justification for Strategy selected using recent data	The proposed project targets justice-involved youth in local Juvenile Detention Centers and Community/Alternative Schools, providing a comprehensive experience focused on resiliency, drug prevention, and media development. The program brings in experts in youth resiliency, public health, and media to equip participants with essential skills, new knowledge on substance use prevention, and opportunities to amplify their voices through a community-focused prevention campaign.			
	GOAL: Through interactive workshops and hands-on projects, youth will gain critical thinking and advocacy skills while actively contributing to a campaign that raises awareness about drug prevention in their communities. This initiative aims to empower justice-involved youth by fostering leadership, education, and meaningful community engagement.			
	REACH: Direct Service 40 Justice Involved Youth - Media Campaign - 5,000 Solano County community members			

Activity	Key Task	Dates	Tracking/ Evaluation Measures	Responsible Party
Alternative Education	Connect with local Juvenile Detention Centers and Community/Alternative Schools and coordinate with each facility in planning a comprehensive program focused on resiliency and drug use prevention, particularly opioid misuse and abuse prevention. Utilize Drug Safe Solano for collaboration and support.	Jul 2025 – Sep 2025	Email and/or meeting attendance notes/records	Program Manager and Designated Youth Activities Specialist
	In collaboration with Solano Public Health and partner staff at Juvenile Detention Centers develop program and selection criteria for youth participants for each program.	July 2025 – Dec 2025	Submitted program proposal/outline	Program Manager and Designated Youth Activities Specialist
	Coordinate selection of youth participants for each program.	Aug 2025 – Dec 2025	Estimated headcount and youth demographics	Program Manager and Designated Youth Activities Specialist
	Implement the program, take attendance for each lesson, and administer evaluation.	Jan 2026 – Jun 2026	Attendance (headcount) and lesson summary	Program Manager and Designated Youth Activities Specialist
	Oversee and provide assistance with youth in campaign material development.	Oct 2025 – April 2026	Attendance (headcount) and lesson summary	Program Manager and Designated Youth Activities Specialist
	Submit youth developed prevention campaign materials to Solano Public Health. Submit analytical report on reach.	June 2026	Youth projects submitted to Solano Public Health	Program Manager
	Submit report on evaluation and overall attendance/retention within the program.	June 2026	Evaluation and Report submitted to Solano Public Health	Program Manager
Prevention Service Category	Youth Engagement and Education			
Strategy	Alternative Activities			
Justification for Strategy selected using recent data	The goal of this program is to involve youth in substance use primary prevention messaging and campaigning. Every middle and high school in Solano County receives a flyer with other promotional material and details for the mini-grant program. Interested student groups (along with a teacher advocate) send in applications for the substance they would like to research and their plan on doing prevention education and promotion for their peers/community. Each submitted application is graded and judged by an expert panel and each school youth group that is chosen is awarded a mini-grant to complete their project. Each group must undergo training on the substance of focus for each project. A			

	Timeline is provided and at the end of the timeline, the students submit the work that they have done and the reach of their substance use promotional activities.
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Activity	Key Task	Dates	Tracking/ Evaluation Measures	Responsible Party
Mini-grants	Coordinate planning and development meetings with assigned Solano Public Health staff for mini-grant criteria and application, along with middle school and high school outreach and student recruitment. Develop outreach and promotional materials to publicize mini-grant opportunities to high school and middle school students.	Jul 2025 – Jun 2026	Meeting attendance record	Program Manager and Designated Youth Activities Specialist
	Collect applications from interested youth programs and determine which applications to grant funds based on pre-established criteria. Distribute funds to selected applicants, meet with new applicants, and provide any pre-established onboarding instructions.	Jul 2025 – Jun 2026	Copy of outreach materials	Program Manager and Designated Youth Activities Specialist
	Monitor student participants, coordinate video production projects, and provide technical assistance to associated parties.	Jul 2025 – Jun 2026	Mini-Grant Application Results	Program Manager and Designated Youth Activities Specialist
	Evaluate student feedback and performance. Compile copies of all student projects. Submit summary report of projects to Public Health staff.	Jul 2025 – Jun 2026	Mini-Grant Tracking Log	Program Manager and Designated Youth Activities Specialist

Prevention Service Category	Strategy	Justification for Strategy selected using recent data	Alternative Activities
Youth Engagement and Education		Evidence-Informed Curriculum for Middle and High Schools: SCOE staff will be trained in age-appropriate, evidence informed curricula approved by California Department of Education and aligned with California Health and Science Education Standards to provide effective drug prevention education to students grades 6-12. Curricula selected provides drug prevention sessions including opioid/Fentanyl prevention, and was chosen for its accessibility, cultural relevance, and alignment with the needs of local school districts.	

	<p>GOAL: This project will target 10 middle school sites and 5 high school sites to: train two facilitators per site to implement pre/post student surveys, facilitate curriculum to students, complete site reports, and final curriculum evaluation.</p> <p>REACH: Direct Service 900 - 1200 youth complete a minimum of 3 sessions of approved curriculum.</p>
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Activity	Key Task	Dates	Tracking/ Evaluation Measures	Responsible Staff
Curriculum	Coordinate selection of curricula that is youth-focused (grades 6-12), culturally relevant, evidence-informed, and includes: substance use prevention topics, particularly opioid misuse and abuse prevention, resilience skills, mental health, and emotional modulation. Utilize Drug Safe Solano for collaboration and support.	Jul 2025 – Sep 2025	Summary of curricula	Program Manager and Designated Youth Activities Specialist
	Select approximately 10 middle school and 5 high school sites for curriculum administration.	Jul 2025 – Oct 2025	List of schools	Program Manager and Designated Youth Activities Specialist
	Train two facilitators per site to implement the curriculum.	Jul 2025 – Oct 2025	List of staff trained	Program Manager and Designated Youth Activities Specialist
	Administer a pre-survey before the curriculum is administered and a post-survey after administration of curriculum is complete. Analyze the results and submit a report to Solano County staff.	Jul 2025 – Jun 2026	Analytics of pre / post results in report	Program Manager and Designated Youth Activities Specialist
	Submit site reports detailed program summary for each site	Jun 2026	Site summary report	Program Manager

B. REPORTING REQUIREMENTS:

1. Weekly, and no later than one week after the end of each month, input service data in the FNL/CL module of the PPSDS system or other system required by the Department of Health Care Services. Notify H&SS via email when each month's data entry is complete. In addition, respond in a timely manner to all requests by County staff for quarterly and/or year-end data review and clean-up for quarterly and/or year-end reports to meet Department of Health Care Services reporting deadlines.
2. Submit invoices at least quarterly in the required format to **HSSContracts-VC@solanocounty.com**, with an electronic copy to the Contract Manager.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

- A. Upon submission of an invoice and Solano County vendor claim by Contractor, and upon approval by County, County shall, in accordance with the "Contract Budget" attached to this Contract as Exhibit "B-1" and incorporated into this Contract by this reference, pay Contractor monthly in arrears for fees and expenses actually incurred the prior month, up to the maximum amount set forth in Section 3 of the Standard Contract. Monthly claims for payment should be submitted to County by the 15th day of the subsequent month.
- B. Claims submitted by Contractor must meet the criteria set forth in section I. E and be documented by a fiscal monitoring report (Exhibit B-2). Each invoice must specify actual charges incurred.
- C. Contractor must request prior written approval, which approval may be withheld at the sole and absolute discretion of County, for transfers between budget categories or the addition of line items within the operating expenses category, which are set forth in Exhibit B-1, when the cumulative amount of such transfers or additions exceed the lesser of \$20,000 or 10% of the total contract budget for the fiscal year. County may authorize the proposed transfers between budget categories or the addition of line items within a budget category under this section, except for personnel, subcontractors, indirect costs and capital expenditures (equipment or real property), provided that such transfers or additions do not substantially change the scope of services to be provided under this Contract and do not increase the contract amount. Requests for transfers between budget categories or addition of budget line items within a budget category over the aforementioned threshold must be presented to the County on the County's "Budget Modification Request Form". Budget modifications below the threshold must be presented on Exhibit B-2 Fiscal Monitoring Report and submitted with the monthly vendor claim and invoice. Contractor is limited to 3 budget modifications per fiscal year and must be submitted by June 30th.
- D. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor agrees that funds to be disbursed under the terms of this contract will be withheld if repayment is not received by the County within thirty days of receipt of notice from County. Contractor may submit a written appeal to a disallowance to the County Health and Social Services Health Services Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County. The decision of the County regarding the appeal will be final.
- E. The following criteria applies to the Contract Budget submitted by Contractor under this Contract:
 - (1) Requests for payment of personnel costs must include positions, salary, and actual percentage of time for each position. If Contractor provides fringe benefits to part time employees, salary and fringe benefits must be pro-rated for non-full-time employees. Salaries are fixed compensation for services performed by staff who are directly employed by Contractor and who are paid on a regular basis. Employee benefits and employer payroll taxes include Contractor's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and

other similar expenses that are approved by County. These expenses are allowable only when included in accordance with Contractor's approved written policies and allocation plan.

- (2) Salaries and benefits of personnel involved in more than one Contract, grant, or project must be charged to each grant based on the actual percentage of time spent on each grant or project. Timesheets for each employee whose time is charged to this Contract must be maintained by Contractor and available upon request by the County.
- (3) Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment or payments to subcontractors. The expenses must be to further the program objectives as defined in Exhibit A of this Contract and be incurred during the invoiced period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
- (4) Indirect costs are shared costs that cannot be directly assigned to a particular activity but are necessary to the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services and administrative salaries are examples of indirect costs. Contractor must use a negotiated indirect cost rate with a federal agency. A Contractor who does not have a negotiated indirect cost rate agreement may claim an indirect cost rate of up to 9.7% of modified total direct costs.
- (5) Regardless of whether Contractor claims indirect costs through a negotiated indirect cost rate or up to the approved state indirect cost rate for Solano County, Contractor must provide the County with a cost allocation plan that clearly differentiates between direct and indirect costs. Contractor ensures that the same costs that have been treated as indirect costs have not been claimed or budgeted as direct costs, and that similar types of costs in like circumstances have been accounted for consistently. Contractor will provide this plan to County upon request. In the event that Contractor is unable to provide County with an acceptable cost allocation plan, County may disallow any indirect cost billed amounts

2. ACCOUNTING STANDARDS

- A. Contractor shall establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for organizations/governmental entities as described in Exhibit C – section 13C. Additionally, Contractor must submit claims for payment under this Contract using either a cost allocation method or a direct allocation method.
- B. Contractor's cost allocation method must be supported by a cost allocation plan with a quantifiable methodology validating the basis for paying such expenditures.
- C. Contractor shall document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices, time studies, and other official documentation that sufficiently support all charges under this Contract.

3. PERSONAL PROPERTY

Contractor shall develop and maintain a system to track the acquisition of tangible personal property purchased with County funds having a cost of at least \$1,500 and submit, upon County's request an annual accounting of all such property purchased that includes information on cost and acquisition date. Contractor shall ensure adequate safeguards are in place to protect such assets and shall exercise reasonable care over such assets to protect against theft, damage or unauthorized use. Contractor shall, upon County's request, return such assets to the County upon Contract termination; unless the

depreciated value of the asset is \$0, based on a straight-line method of depreciation (refer to 2 CFR Part 200.436).

4. FINANCIAL STATEMENTS AND AUDITS

A. Contractor agrees to furnish annual audited financial statements to the County, which must be submitted within 30 days of its publication. If contractor is not required by federal and/or state regulations to have an independent audit of its annual financial statements, Contractor agrees to furnish unaudited annual financial statements by September 1.

B. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, State or Federal Government conducts an audit.

C. County may request cost information from contractors if cost reporting is required by state or federal law, or if the County determines that cost information is beneficial to advance the goals of the California Advancing and Innovating Medi-Cal (CalAIM) Act. If requested, Contractor will submit the financial report and any requested supporting documentation by a deadline set by the County. The financial report must be complete, accurate and formatted within the guidelines provided by the Solano County Health and Social Services Department.

5. SUB RECIPIENT MONITORING AND MANAGEMENT

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

- 1) Provide a fiscal monitoring report which compares the Contract budget per line item in relation to the monthly invoice, cumulative total invoice, and the total Contract balance. The County will provide the required format.
- 2) If applicable, conduct an annual single audit, at Contractor's expense, according to the requirement of 2 CFR part 200, subpart F Audit Requirements, which identifies all funds granted, received, disbursed and expended.
- 3) In adherence with 2 CFR part 200, subpart D, this Contract (subaward) must include the following information at the time of Contract (subaward) execution. Significant changes to these data elements may require a modification form.
 - a. Subrecipient Name (which must match the name associated with its DUNS number): **[Solano County Superintendent of Schools]**
 - b. Subrecipient DUNS number:**079080008**
 - c. Federal Award Identification Number (FAIN): **[Not applicable]**
 - d. Federal Award Date (date when the federal award was signed by authorized official of awarding agency): **[Not applicable]**
 - e. Subaward Period of Performance Start and End Date: **[Not applicable]**
 - f. Amount of Federal Funds obligated by this action: **[Not applicable]**
 - g. Total Amount of Federal Funds obligated to the subrecipient: **[Not applicable]**
 - h. Total amount of Federal Award: **[Not applicable]**

- i. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): **[Not applicable]**
- j. Name of Federal awarding agency, pass-through entity and contact information for awarding official: **[When applicable, County will claim Federal Financial Participation through the California State Department of Health Care Services for Medi-Cal Services (DHCS). DHCS claims services to the Department of Health and Human Services -Centers for Medicare and Medicaid Services (CMS). Additionally, when applicable, County will use Federal Substance Abuse Prevention and Treatment (SABG) Block Grant monies to fund this agreement. Funding for SABG is through the Department of Health and Human Services – Substance Abuse and Mental Health Services Administration]**
- k. CFDA Number and name: **[93.778 - Medical Assistance Program; 93.959 Block Grants for Prevention and Treatment of Substance Abuse]**
- l. Identification of whether the award is for research and development. **[Not applicable]**
- m. Indirect cost rate for the Federal award (including if the de minimus rate is charged per 2 CFR 200.414 Indirect (F&A) costs): **[Not applicable]**

EXHIBIT B-1
BUDGET DETAIL

Budget Item	Cost	FNL SBG FTE	SUBG FNL	Opioid Settlement FTE	Opioid Settlement FTE	SUBG PREV FTE	SUBG Prevention FTE	YDWN FTE	YDWN	Total
		45,000		\$131,759		\$93,481			\$22,000	292,240
Personnel / Staff Estimated S&B										
Director	\$256,423	0	-	0.03	\$7,693	0.03	\$7,692			15,385
Secretary Program Analyst	\$116,945	0.03	3,508	0.03	\$3,508	0.03	\$3,508	0.03	\$3,508	14,032
Program Manager	\$189,605	0.11	20,857	0.08	\$15,168	0.085	\$16,116			52,141
Project Coordinator	\$168,821	0.03	5,065	0.055	\$9,285	0.03	\$5,065	0.025	\$4,221	23,636
YAS 1 (JWE)	\$89,548	0.03	2,686	0.07	\$6,268		0			8,954
YAS 2 (JH)	\$72,457		-	0.17	\$12,318	0.085	\$6,159	0.035	\$2,536	21,013
Youth Stipends @ \$250 per youth x	\$250	6	1,500	4	\$1,000					2,500
TOTAL			33,616		\$55,240		\$38,540		\$10,265	137,661
		Amount	Cost	Amount	Cost	Amount	Cost	Amount	Cost	TOTAL
Travel/Conference				1,540		2,969		364		\$0
Consultants / Contracts				3,594		\$52,730		39453		\$7,500
Materials / Supplies										\$103,277
General office supplies @ \$250 per program	\$250			259		\$750		\$500		\$250
Nimco - Materials/Supplies (supplements for curriculum)	\$300		-	10		\$3,000		\$1,029		\$4,029
										-

**County of Solano
Standard Contract**

Event supplies for Youth Resiliency Summit, Art Showcase, Youth Recognition Dinner event, and Red Ribbon week - \$125 per event	\$125	-	4	\$500	4	\$500	-	\$1,000
Subscription Fees for project coordination, development, communications, and staff PD (\$2010)	\$2,010	0.05	101	0.15	\$202	0.15	\$302	0.1
Food for Youth Recognition Dinner @ \$17 PP x 100 attendees share	\$17	\$ -		\$ -		\$ 100	\$1,700	\$ -
Food - Youth Planning Meeting for Youth Resiliency Summit @ \$15 pp x 6 x 4 meetings = 360	\$90					6	\$540	
Food for youth Trainings and meeting held after school / on weekends for media development or educational sessions - \$75 per meeting to feed up to 15 @ \$5 PP	\$75	4	300	5	\$375	\$ -	10	\$750
Equipment								
Equipment replacement for / Staff / Event estimated @ \$3500	\$3,500	0.2	700	0.435	\$1,523	0.26	\$910	0.09
Dues	\$2,453	0.14	343	0.165	\$405	0.145	\$356	0.025
Interprogram Services								

**County of Solano
Standard Contract**

In-house print shop for program needs including business cards, letterhead and posters for school-site promotions to recruit students and materials to promote ATOD Prevention Projects and Events	\$500	1	252	1.5	\$815	2	\$484	1	\$379	\$1,930
MiFi / Data (annual fee *FTE)	\$1,200	0.2	240	0.435	\$522	0.26	\$312	0.09	\$108	\$1,182
Copier rental & maintenance - \$2,250/annually for department	\$2,250	0.2	76	0.435	\$978	0.26	\$225	0.09	\$225	\$1,504
Indirect 9.70%			3,979		\$11,650		\$8,266	0	\$1,945	\$25,840
TOTAL			45,000		131,759		93,481		22,000	292,240

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

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

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

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

2. TIME

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

3. TIME OF PERFORMANCE

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

4. TERMINATION

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

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

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

5. SIGNATURE AUTHORITY

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

6. REPRESENTATIONS

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

B. Contractor further represents that Contractor possesses current valid appropriate licensure,

including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

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

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

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

D. Additional Insurance Coverage

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

(1) Cyber Liability:	\$1,000,000	per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.
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(2) Professional Liability: **\$2,000,000**

combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

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

F. Deductibles and Self-Insured Retentions

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

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

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

G. Other Insurance Provisions

(1) The General Liability and Automobile Liability policies must contain, or be endorsed to contain, the following provisions:

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

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

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

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

8. BEST EFFORTS

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

9. DEFAULT

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

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

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

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

10. INDEMNIFICATION

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

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

11. INDEPENDENT CONTRACTOR

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

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

absence.

C. Contractor, and not County, is solely obligated to pay all taxes, deductions and other employer-related obligations with respect to Contractor's employees including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

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

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

(3) Submit monthly reimbursement claims for expenditures that directly relate to this Contract;

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

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

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

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

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

13. COMPLIANCE WITH LAW

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

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Anti-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

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

14. CONFIDENTIALITY

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

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

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

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

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

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor agrees to file a Statement of Economic Interest if specified in the applicable County department's Conflict of Interest policy or if required by Cal. Code Regs., tit. 2 §§ 18219, 18700.3, 18704, or 18734.

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

16. DRUG FREE WORKPLACE CERTIFICATION

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

drug-free workplace.

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

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

19. INSPECTION

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

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager or assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors (i) maintain insurance meeting all the requirements stated in Section 7 above; (ii) are not currently excluded, debarred, or otherwise ineligible to participate in a federally or state funded program; and (iii) satisfy all of Contractor's requirements under this Contract.

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to

termination of this Contract by County or upon completion of the work pursuant to this Contract.

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

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

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

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

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

(1) Cancel this Contract; or,

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

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding that is not subject to the jurisdiction of a federal court, in law or equity that may be brought in connection with this Contract. The United States District Court for the Eastern District of California shall be the venue for any action or proceeding that is subject to the jurisdiction of a federal court.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

30. BACKGROUND SCREENING

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

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

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

31. WAIVER

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

32. CONFLICTS IN THE CONTRACT DOCUMENTS

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

33. FAITH BASED ORGANIZATIONS

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

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on

the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

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

34. PRICING

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

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

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

36. DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

37. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic

transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

38. LOCAL EMPLOYMENT POLICY

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

39. ENTIRE CONTRACT

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. WAIVER OF SUBROGATION

County and Contractor agree the County excludes the Waiver of Subrogation requirement in Exhibit C.