



County of Solano Standard Contract

For County Use Only
CONTRACT NUMBER:
03471-26
(Dept., Division, FY, #)
H&SS/MH
BUDGET ACCOUNT:
7714, 7745
SUBOBJECT ACCOUNT:
3153

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

Fremont Hospital

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:

\$ 703,010.70

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

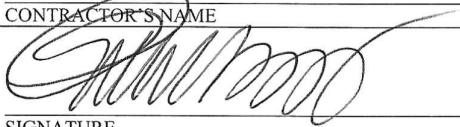
Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on May 21, 2025.

CONTRACTOR	COUNTY OF SOLANO
Fremont Hospital CONTRACTOR'S NAME  SIGNATURE	Bill Emlen 07/02/2025 01:40 PM EDT County Administrator TITLE 275 Beck Avenue, MS 5-200 ADDRESS
Patricia Williams, CEO PRINTED NAME AND TITLE	Fairfield CA 94533 CITY STATE ZIP CODE
39001 Sundale Drive ADDRESS	Approved as to Content: Emery Cowan 05/28/2025 03:52 PM EDT Emery Cowan, Director Health & Social Services Department
Fremont CA 94587 CITY STATE ZIP CODE	Approved as to Form: Kelly Welsh 05/29/2025 01:54 PM EDT COUNTY COUNSEL

Rev. 12/17/09

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

I. PROGRAM DESCRIPTION

Contractor will provide acute psychiatric inpatient treatment services for Solano County Medi-Cal beneficiaries or indigent clients who are referred by the County, with the express intent of increasing client independence and stability in their lives.

This Contract also authorizes Fremont Hospital to provide Welfare and Institutions Code (W&IC) sections 5150 evaluations and 5250 certifications when appropriate. As a part of this designation, Fremont Health Hospital will participate in a County provided 5150 training in which certification and proof of this training will be monitored by the County and evidenced by ID badges.

II. PROGRAM SPECIFIC ACTIVITIES

- A. Provide Inpatient Mental Health Services – Clinical and medical services that are generally recognized and accepted for the diagnosis and treatment of a behavioral disorder or psychological injury, as medically necessary including the following:
 1. Semi-private room accommodations including bed, board, and related services
 2. Twenty-four (24) hour nursing care
 3. Physical and mental examination for assessment and diagnosis
 4. Crisis intervention services
 5. Administration and supervision of the clinical use of psychotropic medications
 6. Individual and group psychotherapy
 7. Art, recreational and vocational therapy
 8. Psychological testing and consultation directly related to evaluation and diagnosis
 9. Clinical laboratory services
 10. Social services
 11. Services of psychiatrist and/or psychologist under contract by hospital
 12. Administer Tuberculosis test when requested by the County when needed for transition to another facility unless medical records show that a test was administered in the last year.
- B. Participate in the County's DHCS concurrent review processes and active discharge planning upon admission:
 1. Concurrent review process – MediCal BHP Clients:
 - a. The County, in partnership with CalMHSA, utilizes Acentra to facilitate concurrent review per the DHCS requirements.
 - b. The County requires the Contractor to submit all elements of the DHCS concurrent review process be uploaded into Acentra portal.
 - i. Contracted hospitals are to be trained by Atrezzo to utilize their concurrent review reporting, monitoring, and authorization portal. Training and support can be scheduled through Atrezzo at Phone: 866-449-2737; Fax: 833-551-2637; Email: CAReviews@acentra.com; or <https://calmhsa.acentra.com>
 - c. In addition to clinical concurrent review documents as outlined by DHCS, Contractor will upload all necessary documents required by County for reimbursement included but not limited to UB-04.
 2. Concurrent review process – Uninsured/Indigent Clients

The Contractor shall follow the concurrent review process outlined in Section 3.B.1 concurrent review process with the addition of the County's signed authorization for inpatient psychiatric hospitalization.

3. Discharge planning:
 - a. Communicate with the designated Solano County Mental Health staff on a routine basis to determine an appropriate treatment/discharge plan.
 - b. Discharge for patients will be developed collaboratively. Discharge plans will include a timeline for the patient's discharge. The discharge plan shall include treatment recommendations and referrals required to support continued stabilization through outpatient services, case management and/or residential behavioral health programs in the community.
 - c. Provide County staff with a written copy of the treatment/discharge plan and any subsequent changes and/or revisions of that plan. This can be uploaded into Acentra's portal.
 - d. At the time of discharge, the Contractor will provide Solano County Mental Health staff with a Medication Reconciliation Form as per The Center for Medicare and Medicaid Services (CMS) discharge planning rule which supports interoperability and patient preferences (cms.gov Factsheet 09/26/2019). This can be uploaded into Acentra's portal.
4. Incorporate and document utilizing the principles of strength-based service delivery, provided in the lowest level of care appropriate, in the client's treatment plan and services.
5. Patient rights shall be observed by Contractor as provided in Welfare and Institutions Code section 5325 and Title 9 of the California Code of Regulations, HITECH, and any other applicable statutes and regulations. County's Patients' Rights advocate will be given access to clients, and facility personnel to monitor Contractor's compliance with said statutes and regulation.
 - a. Agencies which provide mental health services to beneficiaries under Contract with Solano County are required to participate as requested in the development and implementation of specific Solano County BHP Diversity and Equity Plan provisions. Accordingly, Contractor agrees at minimum:
 - i. Utilize the national Culturally and Linguistically Appropriate Services (CLAS) Standards in Health Care under the QA/QI agency functions and policy making. For information on the CLAS Standards please refer to the following link:
<https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvid=53>
6. Contractor will communicate the occurrence of serious incidents to the County by completing the Contractor's Serious Incident Report form and notifying the County within twenty-four (24) hours of the incident.
 - a. Contractor shall submit the "Behavioral Health eSIR [Serious Incident Report] electronically to County Quality Assurance within 24 hours of the incident or sooner via the County's Symplr Compliance website.
7. Obtain documentation from the Solano County Public Guardian's Office for those clients who are under LPS conservatorship.
8. Maintain Medical Records for each client in accordance with State Medi-Cal documentation standards for client records.
9. Contractor is required to notify the County of any Solano County resident admitted to the inpatient psychiatric hospital who has Medicare-MediCal. Acentra does not provide concurrent review for Medicare clients thus requiring direct notification to Solano County Behavioral Health. Notification should be sent to
inpatientreview@solanocounty.com

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10. Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records pursuant to 45 CFR Part 160 (HIPAA). County and Contractor shall maintain the confidentiality of any information regarding beneficiaries (or their families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the beneficiary's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.
11. Provide clinical records when requested in support of invoice.
12. Fraud, Waste and Abuse:
 - a. Contractor shall maintain policies and procedures designed to detect and prevent fraud, waste and abuse, and to promptly inform County Behavioral Health Administration and QA when detected.
 - b. Contractor must have a mechanism in place to report to the County when it has received an overpayment, to return the overpayment to the County within 45 calendar days after the date the overpayment was identified, and to notify the BHP in writing of the reason for the overpayment.
 - c. At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Contract. Additionally, Contractor will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding beneficiaries receiving services, and other data relating to all matters covered by this Contract.
13. Conflict of Interest – Expanded Behavioral Health Contract Requirements:
 1. Contractor will abide by the requirements outlined in County policy *ADM146 Disclosure of Ownership, Control and Relationship Information of Contracted Agencies*, including but not limited to the following:
 - i. Contractor will disclose the name of any person who holds an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by the Contractor to the County
 - ii. Contractor will ensure all service providers receive a background check as a condition of employment as stringent as the County background policy requirements.
 - iii. Contractor will require any providers or any other person within the agency with at least a 5% ownership interest to submit a set of fingerprints for a background check.
 - iv. Contractor will terminate involvement with any person with a 5% ownership interest in the Contractor who has been convicted of a crime related to Medicare, Medicaid, or CFR title XXI within the last 10 years.
 2. Contractor will ensure that all Contractor staff, including administrative, provider, and management staff, receive formal Compliance training encompassing Federal HIPAA and state regulations regarding data privacy and security on an annual basis through Contractors own means.

III. GENERAL ACTIVITIES

While providing the specific activities, Contractor agrees to:

- A. Provide mental health services that are strengths-based, person-centered, safe, effective, timely and equitable; supported by friends, family, and the community; with an emphasis on promoting whole health, wellness and recovery.
- B. Ensure that service frequency is individualized and based upon best practices related to the need of each beneficiary and in accordance with the Solano County Behavioral Health Plan (BHP) level of care system.
- C. Make coordination of service care an integral part of service delivery which includes providing education and support to beneficiaries/family members as well as consulting with community partners including but not limited to: other behavioral health service providers, physical care providers, schools (if appropriate), etc.
- D. Maintain documentation/charting according to industry standards and strengths-based best practices. Submit Utilization Review documentation as outlined in DHCS's current guidelines. For all beneficiaries entered into the Solano County BHP electronic health record, Contractor shall adhere to documentation standards set forth by the BHP in accordance with Solano Behavioral Health trainings, practices and documentation manuals.
- E. Ensure that direct clinical services are provided by licensed, registered or waivered clinicians or trained support counselors or peer specialists.
 1. Assessment activities and clinical treatment services (i.e., 1:1 therapy, family therapy, and group psychotherapy) can only be provided by licensed or registered clinicians.
 2. "Other Qualified Providers", such as mental health specialist level staff or peer specialists, are authorized to bill for Medi-Cal reimbursable mental health services, such as targeted case management, rehabilitative services, collateral, or plan development.
 3. If Contractor employs staff with less education than a BA in a mental health or social work field, and less experience than 2 years in a mental health related field, the Contractor will provide and document training around any service activity for which the staff will be providing.
- F. Supervise unlicensed staff in accordance with Medi-Cal and the applicable California State Board guidelines and regulations.
- G. Provide information (including brochures, postings in lobby, afterhours voicemail message, etc.) that communicates how mental health beneficiaries can access 24/7 services (e.g. crisis stabilization unit phone number, suicide prevention hotlines/text lines, and/or for full service partnership (FSP) program consumers the after-hours FSP warmline) when medically necessary.

IV. PATIENT RIGHTS

Patient rights shall be observed by Contractor as provided in Welfare and Institutions Code section 5325 and Title 9 of the California Code of Regulations, the Health Information Technology for Economic and Clinical Health (HITECH) Act, and any other applicable statutes and regulations. County's Patients' Rights advocate will be given access to clients, and facility personnel to monitor Contractor's compliance with said statutes and regulation.

V. CULTURAL & LINGUISTIC CONSIDERATIONS

Contractor shall ensure the delivery of culturally and linguistically appropriate services to beneficiaries by adhering to the following:

- A. Agencies which provide mental health services to beneficiaries under Contract with Solano County are required to utilize the national Culturally and Linguistically Appropriate Services (CLAS) Standards in Health Care under the QA/QI agency functions and policy making. For information on the CLAS Standards please refer to the following link:
<https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>
- B. Develop and assure compliance with administrative and human resource policy and procedural requirements to support the intentional outreach, hiring, and retention of a diverse workforce.
- C. Provide culturally sensitive service provision and staff support/supervision, including assurance of language access through availability of bilingual staff or interpreters and culturally appropriate evaluation, diagnosis, treatment and referral services.
- D. Provision of Services in Preferred Language:
 1. Contractor shall provide services in the preferred language of the beneficiary and/or family member with the intent to provide linguistically appropriate mental health services per ACA 1557 45 CFR 92, nondiscrimination in healthcare programs. This may include American Sign Language (ASL). This can be accomplished by a bilingual clinician or the assistance of an interpreter. The interpreter may not be a family member unless the beneficiary or family expressly refuses the interpreter provided.
 2. Contractor may identify and contract with an external interpreter service vendor or may avail themselves to using the vendor provided and funded through Solano County Health and Social Services.
 3. Contractor shall ensure that interpretation services utilized for communications or treatment purposes are provided by interpreters who receive regular cultural competence and linguistic appropriate training. Training specifically used in the mental health field is recommended.
 4. Contractor shall ensure that all staff members are trained on how to access interpreter services used by the agency.
 5. Contractor will provide informational materials, legal forms and clinical documents that the beneficiary or family member may review and/or sign shall be provided in the beneficiary/family member's preferred language whenever possible.

Contractor shall at a minimum provide translation of written informing materials and treatment plans in the County's threshold language of Spanish as needed for beneficiaries and/or family members.
- E. Cultural Competence Training:
 1. Contractor shall ensure that all staff members including direct service providers, medical staff, administrative/office support, reception staff, and leadership complete at least one training in cultural competency per year.
- F. Contractor will participate in their agency sponsored and/or licensing authority's training programs to improve the quality of services to the diverse population in Solano County.

VI. QUALITY ASSURANCE ACTIVITIES

- A. Agencies which provide mental health services to beneficiaries under Contract with Solano County are required to utilize the national Culturally and Linguistically Appropriate Services (CLAS) Standards in Health Care under the QA/QI agency functions and policy making. For

information on the CLAS Standards please refer to the following link:

<https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>

- B. Develop and assure compliance with administrative and human resource policy and procedural requirements to support the intentional outreach, hiring, and retention of a diverse workforce.
- C. Provide culturally sensitive service provision and staff support/supervision, including assurance of language access through availability of bilingual staff or interpreters and culturally appropriate evaluation, diagnosis, treatment and referral services.
- D. Provision of Services in Preferred Language:
 - 1. Contractor shall provide services in the preferred language of the beneficiary and/or family member with the intent to provide linguistically appropriate mental health services per ACA 1557 45 CFR 92, nondiscrimination in healthcare programs. This may include American Sign Language (ASL). This can be accomplished by a bilingual clinician or the assistance of an interpreter. The interpreter may not be a family member unless the beneficiary or family expressly refuses the interpreter provided.
 - 2. Contractor may identify and contract with an external interpreter service vendor or may avail themselves to using the vendor provided and funded through Solano County Health and Social Services.
 - 3. Contractor shall ensure that interpretation services utilized for communications or treatment purposes are provided by interpreters who receive regular cultural competence and linguistic appropriate training. Training specifically used in the mental health field is recommended.
 - 4. Contractor shall ensure that all staff members are trained on how to access interpreter services used by the agency.
 - 5. Contractor will provide informational materials, legal forms and clinical documents that the beneficiary or family member may review and/or sign shall be provided in the beneficiary/family member's preferred language whenever possible.
 - i. Contractor shall at a minimum provide translation of written informing materials and treatment plans in the County's threshold language of Spanish as needed for beneficiaries and/or family members.
- E. Cultural Competence Training:
 - 1. Contractor shall ensure that all staff members including direct service providers, medical staff, administrative/office support, reception staff, and leadership complete at least one training in cultural competency per year.
- F. Contractor will participate in their agency sponsored and/or licensing authority's training programs to improve the quality of services to the diverse population in Solano County.

VII. CONCURRENT REVIEW

- A. Participate in the County's DHCS concurrent review processes and active discharge planning upon admission:
 - 1. Concurrent review process – MediCal BHP Clients:
 - a. The County, in partnership with CalMHSAs, utilizes Acentra to facilitate concurrent review per the DHCS requirements.
 - b. The County requires the Contractor to submit all elements of the DHCS concurrent review process be uploaded into Acentra Health Acentra's portal.
 - i. Contracted hospitals are to be trained by Acentra to utilize their concurrent review reporting, monitoring, and authorization portal. Training and support can be scheduled through Acentra at Phone: 866-449-2737; Fax: 833-551-2637; Email:CARewards@Acentra.com; or <https://calmhsa.acentra.com>

- c. In addition to clinical concurrent review documents as outlined by DHCS, Contractor will upload all necessary documents required by County for reimbursement included but not limited to UB-04.
2. Concurrent review process – Uninsured/Indigent Clients
The Contractor shall follow the concurrent review process outlined in Section 3.B.1 concurrent review process with the addition of the County's signed authorization for inpatient psychiatric hospitalization.
3. Discharge planning:
 - a. Communicate with the designated Solano County Mental Health staff on a routine basis to determine an appropriate treatment/discharge plan.
 - b. Discharge for patients will be developed collaboratively. Discharge plans will include a timeline for the patient's discharge. The discharge plan shall include treatment recommendations and referrals required to support continued stabilization through outpatient services, case management and/or residential behavioral health programs in the community.
 - c. Provide County staff with a written copy of the treatment/discharge plan and any subsequent changes and/or revisions of that plan. This can be uploaded into Acentra's portal.
 - d. At the time of discharge, the Contractor will provide Solano County Mental Health staff with a Medication Reconciliation Form as per The Center for Medicare and Medicaid Services (CMS) discharge planning rule which supports interoperability and patient preferences. (cms.gov Factsheet 09/26/2019). This can be uploaded into Acentra's portal.

B. Contractor shall maintain medical records in such a manner that all required documentation to independently establish the medical necessity of all services provided by the Contractor, as outlined in California Code of Regulations, Title 9, are present, which includes, at a minimum, the following documents:

1. The elements of Medical Necessity for the admission day are:
 - a. The diagnosis is from the included list in Title 9.
 - b. There is documentation/evidence of a covered impairment.
 - c. Documentation/evidence establishes that the patient cannot be safely treated at a lower level of care.
 - d. The plan of care is consistent with the covered diagnosis and covered impairment.
2. The elements of Medical Necessity for each continuing stay day are:
 - a. The diagnosis is from the included list in Title 9.
 - b. There is documentation of the continued presence--or insufficient remission--of the covered impairment which led to admission OR a new covered impairment.
 - c. Documentation/evidence establishes that the patient cannot be safely treated at a lower level of care.
 - d. There is documentation/evidence that the treatment provided to the patient is consistent with the covered diagnosis and covered impairment.
 - e. Documentation reflects the patient's gradual progress toward meeting treatment plan goals and readiness criteria for discharge.

VIII. CONFIDENTIALITY OF MENTAL HEALTH RECORDS

A. Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records pursuant to 45 CFR Part 160 (HIPAA). County and Contractor shall maintain the confidentiality of any information regarding beneficiaries (or their

families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the beneficiary's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.

- B. Contractor and staff will be responsible for only accessing beneficiary data from the County's electronic health record or the Contractor's health records for health plan members for which they have open episodes of care and for which individual staff have a specific business purpose for accessing. All attempts to access beneficiary data that do not meet those requirements will be considered data breaches and Contractor is responsible for reporting such breaches to County Quality Improvement and HSS Department Compliance unit immediately or within 4 hours of discovery.
- C. In the event of a breach or security incident by Contractor or Contractor's staff, any damages or expenses incurred shall be at Contractor's sole expense.

IX. COUNTY RESPONSIBILITIES

County will:

- A. Provide technical assistance and support the client's continuum of care during hospitalization and discharge planning in the form of phone consultations, site visits and meetings to provide clinical guidance and address challenges in the clinical program, implementation and/or performance of the scope of work.
- B. Provide feedback on performance measures objectives and fiscal expenditures in a timely manner to seek a proactive solution.
- C. Make available electronically all policies and procedures referenced herein and inform the Contractor as policies are reviewed and updated so that the Contractor is aware of changes.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

In consideration of Contractor's satisfactory performance in providing the medically necessary Medi-Cal services described in Exhibit A, the maximum amount County agrees to compensate Contractor shall not exceed the maximum amount provided for in Section 3 of the Standard Contract, payable in accordance with the most current Department of Health Care Services (DHCS) Specialty Mental Health Services Medi-Cal Billing Manual and the following:

1. COMPENSATION

- A. County shall compensate Contractor based on:
 - (1) the actual clients authorized by the County and served by Contractor,
 - (2) the actual number of service units Contractor provides each client, and
 - (3) the rate(s) and services set forth in Exhibit B-1 attached to this Contract and incorporated by this reference. Contractor shall use Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes identified in Exhibit B-1 and in accordance with the DHCS' Specialty Mental Health Services Medi-Cal Billing Manual.

If County determines that an increase or decrease in the rates set forth in Exhibit B-1 is warranted, County shall inform Contractor in writing of the proposed rate change and the method used to determine the amount of the change and such change will be reflected in a modified Exhibit B-1 to this Contract. The rate(s) shall not be increased/decreased unless both parties execute a written amendment to the Contract pursuant to the requirements set forth in Section 27 of Exhibit C.

- B. Contractor understands and agrees that the County will only make payments to the Contractor for Medi-Cal units of service as set forth in Exhibit B-1.
- C. Contractor shall have the obligation and responsibility to determine revenue sources available to offset County reimbursement for the cost of treatment services rendered pursuant to this Contract. Such revenues shall include, but are not limited to, patient fees, patient insurance, Medicare, and other third-party payers. Determination of patient eligibility for Medicare and other third-party payers is the responsibility of the Contractor. County does not assume responsibility for such certification procedures.
- D. Contractor will determine Medi-Cal eligibility at initial intake and each month afterward. Contractor will collect other health coverage information for insurance other than Medi-Cal. Contractor will provide County with Medi-Cal, Medicare, and other health coverage information on a Payer Financial Information (PFI) form including a copy of the Medi-Cal Eligibility Response page and copies of any other health coverage insurance cards. Contractor will provide County with a new PFI each time a client has any change in insurance, name, social security number, Client Identification Number (CIN), Medi-Cal eligibility or address.
- E. In no event is County obligated to pay Contractor for any services provided that cannot be billed to Medi-Cal, Medicare, or other health coverage due to the fault of the Contractor, for reasons including but not limited to, missing or late treatment plans (if required) as

identified on the Avatar 169A report, missing diagnoses as identified on the Avatar 169B reports, or Contractor failing to provide current insurance information to County by means of a PFI form including any client information necessary for billing. Contractor must reimburse County for all costs that County cannot bill due to the fault of the Contractor, within 30 days of notification of the Contractor by the County.

- F. In no event is County obligated to pay Contractor for any services provided to Medi-Cal clients which have been denied, disallowed or refused as payment for services by State or Federal authorities. Contractor must reimburse County for all disallowed costs that may have been paid to the Contractor, within 30 days of notification of the Contractor by the County.
- G. In conformity with Federal and State rules and regulations applicable to the reporting of revenues, Contractor shall deduct from the gross cost of reimbursable services the amount of payments received from or on behalf of the patients for which services were rendered by Contractor pursuant to this Contract. Amounts of claims or bills against other revenue sources which remain unpaid because the third-party payer finds such claims or bills to have been submitted by Contractor in an untimely, improper, or incomplete manner shall be deducted from gross cost in determining the amount to be claimed for reimbursement from County, if County concurs with the decision affected by such third-party payer.

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.
- B. Contractor's cost allocation method must be supported by a cost allocation plan with a quantifiable methodology validating the basis for paying such expenditures. The cost allocation plan should be prepared within the guidelines set forth under 2 CFR Part 200, subpart E, Cost Principles and Appendix IV to Part 200, Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations.
- C. Contractor 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 CFR Part 200.436).

4. SUBMISSION OF INVOICES

- A. Contractor will submit a Solano County vendor claim and invoices with adequate supporting documentation as to services provided no later than sixty (60) days after the last day of the month in which those services were provided.
- B. Payment of invoices is subject to County's approval. Before approving invoices, County will reconcile the supporting documentation with services entered into Avatar. Documentation not accurately reconciled to the services in Avatar will be adjusted by County or returned to Contractor for correction and resubmission. County will provide Contractor access to Solano County Avatar at Contractor's own cost.
- C. 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 may submit a written appeal to a disallowance to the County Health and Social Services Behavioral Health Chief 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 while 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.

5. FINANCIAL STATEMENTS, AUDITS, AND FISCAL REPORTING:

- 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.

EXHIBIT B-1
CONTRACT RATES AND DETAIL

A. Rates will be adjusted every fiscal year to match Host County negotiated rates. Compensation shall be as follows:

- (1) Per diem acute psychiatric day rate will be adjusted every fiscal year to match Host County negotiated rates for each unit of service for Medi-Cal eligible adults, ages 21-64, provided at a private, contracted, free standing hospital, which includes professional fees.
- (2) Administrative day rate applies when patients no longer meet medical necessity criteria for acute psychiatric day rate. Administrative day services will follow State of California Department of Health Care Services established rate of reimbursement.

All claims are subject to a comprehensive series of edits by a Claim Representative.

B. Rates effective for services certified by County mental health as administrative day rate when patients no longer meet medical necessity criteria for acute psychiatric day rate. Medical necessity is determined through County utilization review. Contractor shall maintain medical records in such a manner that all required documentation to independently establish the medical necessity of all services provided by the Contractor, as outlined in California Code of Regulations, Title 9, are present, which includes, at a minimum, the following documents:

- (1) The elements of Medical Necessity for the admission day are:
 - a. The diagnosis is from the included list in Title 9
 - b. There is documentation/evidence of a covered impairment
 - c. Documentation/evidence establishes that the patient cannot be safely treated at a lower level of care
 - d. The plan of care is consistent with the covered diagnosis and covered impairment
- (2) The elements of Medical Necessity for each continuing stay day are:
 - a. The diagnosis is from the included list in Title 9
 - b. There is documentation of the continued presence--or insufficient remission--of the covered impairment which led to admission OR a new covered impairment
 - c. Documentation/evidence establishes that the patient cannot be safely treated at a lower level of care
 - d. There is documentation/evidence that the treatment provided to the patient is consistent with the covered diagnosis and covered impairment
 - e. Documentation reflects the patient's gradual progress toward meeting treatment plan goals and readiness criteria for discharge

C. County is responsible for transportation of patients to and from the Contractor's location.

D. The parties agree to meet and confer if, in the opinion of Contractor, the proposed patient admission will require utilization of Contractor's resources, or those purchased by Contractor specifically to provide services to patient, to the extent that Contractor's daily charges for the patient will exceed the All Inclusive Per Diem rate recited above (not to include Electroconvulsive Therapy (E.C.T.) by 220%. In this circumstance, Contractor agrees to contact County immediately. County may determine not to approve the expenditures and to remove patient, or make separate arrangements for ancillary services, in which case no additional payment by County shall be required. If County determines to approve or

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Contract Rates and Detail

continue the placement of the specific patient with Contractor, County and Contractor agree that County shall compensate Contractor at the rate of seventy percent (70%) of the actual per diem charges incurred. In the event of continuation of Contractor services, County shall inform Contractor of the proper procedure for submission of claims for the charges.

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. CONTRACT EXTENSION

Notwithstanding Sections 2 and 3 of the Standard Contract, and unless terminated by either party prior to contract termination date, at County's sole election, this Contract may be extended for up to 90 days beyond the contract termination date to allow for continuation of services and sufficient time to complete a novation or renewal contract. In the event that this Contract is extended, compensation for the extension period shall not exceed \$175,752.68

2. HIPAA COMPLIANCE COVERED ENTITY TO COVERED ENTITY

COUNTY and CONTRACTOR each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act and agree to use and disclose protected health information as required by law. COUNTY and CONTRACTOR acknowledge that the exchange of protected health information between them is only for treatment, payment, and health care operations.

3. NATIONAL VOTER REGISTRATION ACT

Contractor represents that Contractor is knowledgeable of the National Voter Registration Act (NVRA) of 1993 in matters relating to providing voter registration services to any and all consumers who utilize public assistance and/or disability services in the County of Solano. Contractor and shall abide by its requirements.