



**County of Solano  
H&SS – Residential Treatment Services  
Master Agreement**

AGREEMENT NUMBER:

(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

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

**Vendor Name Here**

CONTRACTOR'S NAME

2. The Term of this Agreement is:

Month Date, 2017 – Month Date 2018 (up to a two-year period)

3. The maximum amount of this Agreement is:

Equal to aggregate dollar value of specific service Admission Agreements to be executed between County and Contractor and incorporated herein by reference.

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 Agreement:

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 \_\_\_\_\_, 2017.

CONTRACTOR	COUNTY OF SOLANO
CONTRACTOR'S NAME	Approved as to Content:
SIGNATURE	DEPARTMENT HEAD OR DESIGNEE
PRINTED NAME AND TITLE	Director
ADDRESS	TITLE
CITY	275 Beck Avenue, MS-220
STATE	ADDRESS
ZIP CODE	Fairfield CA 94533
	CITY STATE ZIP CODE

**AGREEMENT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

**EXHIBIT A**  
**SCOPE OF WORK**

**A. AGREEMENT DESCRIPTION**

Contractor will provide treatment in its 24-hour care facility which will include, as indicated in the corresponding check box:

- ☐ Acute Inpatient Services
- ☐ Residential Treatment Services
- ☐ Room and Board
- ☐ Board and Care
- ☐ Other:

Contractor will maintain any appropriate facility licensure as required by law for the specific services to be provided by Contractor. Contractor will maintain all applicable staff licenses and certifications and provide the County a copy of these documents upon request.

When Medi-Cal reimbursement is applicable, Contractor will maintain appropriate site certification and adhere to County requirements regarding maintenance of records and documentation.

**B. WORK ACTIVITIES**

Work activities will include the following services, as indicated by service type:

1. Room and Board: Meals and housing in a safe environment.
2. Board and Care: Room and Board and the following (each service indicated by check box):
  - ☐ Supportive care, transportation to community and medical appointments.
  - ☐ Assistance with daily living skills, peer interaction, and socialization.
  - ☐ Assistance with symptom management and adherence to the treatment plan set forth by clinical providers.
  - ☐ Collaboration with mental health providers, including alerting the designated staff of any changes in the condition of the client.
3. Residential Treatment: Room and Board and the following services (each service indicated by check box):
  - ☐ Provide overall care planning and management of mental health conditions, including psychiatric care and other mental health rehabilitative services.
  - ☐ Provide or arrange transportation to day programs, community events, recreational activities, and medical appointments.
  - ☐ Provide life skills and psychoeducational educational opportunities such as budgeting training, communication skills, nutrition/meal planning, and substance abuse awareness.
  - ☐ Develop a treatment plan in collaboration with the client, support system, and County providers. Encourage each client to take increasing responsibility for his/her own

treatment by supporting self-established goals and the use of support and treatment systems.

- ☐ Assist each client with socialization and group activities to enhance skills with problem solving, coping, and interpersonal relationships.
- ☐ Provide case management services to provide linkage to community resources, care coordination with primary medicine and mental health case managers, and monitoring of health conditions.
- ☐ Provide 1:1 staffing when a client's temporary increase in acuity warrants closer observation in order to maintain safety in the current placement. Authorization of payment for 1:1 staffing must be provided within 24 hours of its initiation, or the next business day.
- ☐ Assist each client in the development of personal hygiene, grooming, dressing, and household living skills.
- ☐ Provide close supervision of, and when necessary intensive interactions, for behavior management consistent with the client's treatment plan.
- ☐ Establish peer and family support to promote proactive roles within the facility as well as with family.
- ☐ Maintain clinical documentation consistent with professional standards, and when applicable, the standards for Medicare and/or Medi-Cal.
- ☐ Provide services that are culturally and linguistically competent.
- ☐ Other therapies, including individual, group, recreational, and vocational, as appropriate to the client's treatment plan.
- ☐ Other as specified:

4. Acute Inpatient Treatment:

- a. Clinical and medical services that are generally recognized and accepted for the diagnosis and treatment of a behavioral disorder or psychological injury, as clinically necessary including the following:
  - 1. Medication support by a medical doctor (Psychiatrist)
  - 2. Semi-private room accommodations including bed, board, and related services
  - 3. Twenty-four (24) hour basic nursing care
  - 4. Physical and mental examination for assessment and diagnosis
  - 5. Crisis intervention services
  - 6. Administration and supervision of the clinical use of psychotropic medications
  - 7. Individual and group psychotherapy
  - 8. Art, recreational and vocational therapy
  - 9. Psychological testing and consultation directly related to evaluation and diagnosis
  - 10. Clinical laboratory services

11. Social services

- b. 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.
- c. Obtain documentation from Public Guardian for those clients who are under LPS conservatorship.
- d. Maintain Medical Records for each client in accordance with State Medi-Cal documentation standards for client records.
- e. Participate in discharge planning and utilization review with the Solano County designee upon client admission.
- f. Provide clinical records when requested in support of invoice.
- g. Provide the County with a Discharge Summary after discharge.

**C. SERVICE AUTHORIZATION**

- 1. Services under this agreement are generally provided comprehensively under an all-inclusive day rate.
- 2. Procedures including required documentation for service authorization are provided to the Contractor by the County MHP.

**D. REFERRAL SOURCE**

- 1. All referrals must be approved by a designee of the Solano County Mental Health Plan.
- 2. Each program has an identified County liaison who facilitates referrals and collaborates with the service delivery provided under this agreement.
- 3. Payment is subject to retrospective review for medical necessity.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**Maximum compensation for residential treatment services shall not exceed aggregate dollar value of specific service Admission Agreements executed between County and Contractor for FY 2016/2017 and FY 2017/18.**

Compensation shall include payment for residential treatment services outlined in Exhibit A and rendered to County clients, at the rates established by the specific service Admission Agreements per client.

**Admission Agreement**

Upon placement of program participant with Contractor, County and Contractor shall execute an Admission Agreement authorizing the Contractor to perform services outlined in Exhibit A of the Master Agreement for the specified client.

**Method of Payment**

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for services rendered the prior month, up to the maximum amount provided for above. Contractor shall provide County with adequate documentation to support monthly invoice as directed below:

**ADMISSION AGREEMENT FOR RESIDENTIAL TREATMENT SERVICES  
COUNTY OF SOLANO DEPARTMENT OF HEALTH AND SOCIAL SERVICES**

THIS ADMISSION AGREEMENT is made on \_\_\_\_\_ (Admission Date), by and between Solano County's Health and Social Services Department ("County") and \_\_\_\_\_ ("Contractor"). This Admission Agreement is subject to the terms and conditions of the Master Agreement to be executed between the parties and will govern Contractor's services under this Admission Agreement.

- A. This Agreement will terminate on the date of the client's discharge.
- B. This Agreement specifically covers services for:

<u>Client Name</u>	<u>Client #</u>	<u>Admit Date</u>	<u>Discharge Date</u> <i>(60-90 days from admit date)</i>
_____	_____	_____	_____

- C. Compensation shall be as follows (check rate(s) that apply):

- ☐ Rate of \$ \_\_\_\_\_ per [hour] [week] [month] to a maximum amount of \$ \_\_\_\_\_ total.  
(Circle one)
- ☐ Applicable MediCal Rates as designated below:  
\_\_\_\_\_ \$ \_\_\_\_\_ per [hour] [day] [week] [month]  
\_\_\_\_\_ \$ \_\_\_\_\_ per [hour] [day] [week] [month]
- ☐ Other Applicable Rates \_\_\_\_\_ (See Attachment)

Upon submission of an invoice by Contractor, and approval by the County's authorized representative, County shall pay Contractor monthly in arrears for work performed the prior month. Each invoice must specify services rendered, to whom, date of service and the charges in accordance with the agreed-upon method.

- D. This Agreement may be void and unenforceable if all or parts of federal or state funds applicable to this Agreement are not available to County. If applicable funding is reduced, County may require the renegotiation of compensation terms with Contractor to conform to reduced funding levels.
- E. Contractor certifies that all Certificates of Insurance, Contractor's Signing Authority Form, Business and Professional Licenses/ Certificates, federal IRS ID number, or other applicable required licenses/certificates are filed with the Contract Administrator.
- F. This Agreement is for the duration of client's admittance and terminates upon discharge.
- G. Following termination, Contractor shall be reimbursed for all expenditures made in good faith that are unpaid at the time of termination.
- H. The facility accepts all liability and responsibility for placement and treatment of client during admittance to said facility.

COUNTY

By \_\_\_\_\_

Date \_\_\_\_\_

CONTRACTOR

By \_\_\_\_\_

Federal I.D. # \_\_\_\_\_

Date \_\_\_\_\_

**Control #: AA-**

<h1 style="color: blue; margin: 0;">Company Logo</h1>				<h2 style="margin: 0;">INVOICE</h2>	
Contracted [INSERT SERVICE TYPE] services rendered for (month/year)					
<b>BILL TO:</b> Solano County Health & Social Services ATTN: Claims 275 Beck Avenue Fairfield, CA 94533			<b>REMIT PAYMENT TO:</b> Company Name Attn: Accounts Receivable or Employee Name Address City, CA Zip Code		
Agreement No.	Invoice Date	Invoice No.	Terms	Due Date	
			<b>Net 30</b>		
Description	Quantity	Rate	Total	Collected	Total
Mental Health Services – group/individual therapy, group/individual rehabilitation, assessment, plan development, collateral, family therapy					
Case Management					
Day Treatment – intensive					
Day Treatment - rehabilitation					
Medication Support				\$	
				\$	
Comments:					
Attachments:		<b>BALANCE DUE</b>		<b>\$</b>	

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. CLOSING OUT**

County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Agreement. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Agreement.

**2. TIME**

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

**3. TIME OF PERFORMANCE**

Work will not begin, nor claims paid for services under this Agreement 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 Agreement Manager.

**4. TERMINATION**

A. This Agreement 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 Agreement 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 Agreement unless Contractor is in default of this Agreement.

**5. SIGNATURE AUTHORITY**

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

**6. REPRESENTATIONS**

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Agreement. 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 Agreement.

## 7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Agreement 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 Agreement 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:                                     | <b>\$1,000,000</b>                      | 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. |
| (Including operations, products and completed operations.) |   |   |
| (2) Automobile Liability:                                  | <b>\$1,000,000</b>                      | per accident for bodily injury and property damage.   |
| (3) Workers' Compensation:                                 | As required by the State of California. |   |
| (4) Employer's Liability:                                  | <b>\$1,000,000</b>                      | per accident for bodily injury or disease.  |

D. Additional Insurance Coverage  
To the extent coverage is applicable to Contractor's services under this Agreement, Contractor must maintain the following insurance coverage:

- |                             |                    |   |
|-----------------------------|--------------------|---|
| (1) Cyber Liability:        | <b>\$1,000,000</b> | per incident with the aggregate limit twice the occurrence required limit.                    |
| (2) Professional Liability: | <b>\$1,000,000</b> | Per occurrence with the aggregate limit twice the required occurrence limit. The policy shall |

remain in full force and effect for no less than 3 years following the completion of work under this Agreement.

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

F. Deductibles and Self-Insured Retentions

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

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

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

G. Other Insurance Provisions

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

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insured 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 insured shall be at least as broad as that afforded to the first named insured.

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

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

## **8. BEST EFFORTS**

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

## **9. DEFAULT**

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

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

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

D. If this Agreement 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 Agreement does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages arising out of by Contractor's operations regardless if any insurance is applicable or not.

## **11. INDEPENDENT CONTRACTOR**

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

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

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

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

E. As an independent Contractor, Contractor is not subject to the direction and control of County except as to the final agreed upon services under this Agreement. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Agreement.

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

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

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

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

## **12. RESPONSIBILITIES OF CONTRACTOR**

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Agreement 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 Agreement 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 Agreement.

C. To fully comply with the terms and conditions of this Agreement, 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 Agreement, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Agreement;

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

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

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

## **13. COMPLIANCE WITH LAW**

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

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

#### **14. CONFIDENTIALITY**

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

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

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

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

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

#### **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 Agreements, and shall not acquire any interest, direct or indirect, including separate Agreements for the work to be performed hereunder, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

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

#### **16. DRUG FREE WORKPLACE**

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

#### **17. HEALTH AND SAFETY STANDARDS**

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

#### **18. CHILD/ADULT ABUSE**

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

## **19. INSPECTION**

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

## **20. NONDISCRIMINATION**

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

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

## **21. SUBCONTRACTOR AND ASSIGNMENT**

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

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

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

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

## **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 Agreement by County or upon completion of the work pursuant to this Agreement.

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 Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Agreement.

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 Agreement following expiration or termination of this Agreement. 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 Agreement is subject to the availability of authorized funds. The County may terminate the Agreement, or any part of the Agreement 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 Agreement, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Agreement in whole or in part.

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

- i. The County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
- ii. The Contractor shall be released from any obligation to provide further services pursuant to this Agreement that are affected by the termination.

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

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

- (1) Cancel this Agreement; or,
- (2) Offer an Agreement 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 Agreement.

B. The party desiring the revision shall request amendments to the terms and conditions of this Agreement in writing. Any adjustment to this Agreement 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 Agreement or requested amendment shall affect or modify any of the terms or conditions of this Agreement unless reduced to writing according to the applicable provisions of this Agreement.

## **28. CHOICE OF LAW**

The parties have executed and delivered this Agreement in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of

this Agreement. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement.

## **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 Agreement and shall abide by and implement its statutory requirements.

## **30. WAIVER**

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

## **31. CONFLICTS IN THE AGREEMENT DOCUMENTS**

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

## **32. FAITH BASED ORGANIZATIONS**

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

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

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

## **33. PRICING**

Should Contractor, at any time during the term of this Agreement, 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 Agreement, then the parties agree to amend this Agreement so that such lower prices shall be extended immediately to County for all future services.

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

Contractor and County agree that the terms of this Agreement 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 Agreement to Agreement for equipment and services comparable to that described in this Agreement shall be responsible for entering into its own Agreement 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 Agreement or its implementation. Any public agency that uses provisions, terms, or pricing of this Agreement 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 Agreement. County makes no guarantee of usage by other users of this Agreement nor shall the County incur any financial responsibility in connection with any Agreements entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

#### **35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

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

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

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

#### **36. EXECUTION IN COUNTERPARTS**

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

#### **37. LOCAL EMPLOYMENT POLICY**

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

**38. ENTIRE AGREEMENT**

This Agreement, 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. SUBMISSION OF INVOICE**

Contractor shall submit monthly invoices on or by the tenth (10<sup>th</sup>) of each month to ensure timely payment and that County expenditures are recorded in the proper period.

**2. CONFIDENTIALITY OF MENTAL HEALTH RECORDS**

Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records. County and Contractor shall maintain the confidentiality of any information regarding clients (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 client'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 Agreement, and then only to those persons having responsibilities under this Agreement, including those furnishing services under Contractor through subcontractors.

**3. MASTER AGREEMENT EXECUTION DATE**

Unless otherwise noted, the effective date of this Master Agreement is the same date of the first Admission Agreement executed with Contractor for client services pursuant to this Master Agreement.