



**County of Solano
Standard Contract**

For County Use Only
CONTRACT NUMBER:
03859-19
(Dept., Division, FY, #)
H&SS/MH
BUDGET ACCOUNT:
7751
SUBJECT ACCOUNT:
2245

1. This Contract is entered into between the County of Solano and the Contractor named below:
Regents of the University of California, University of California, Davis

CONTRACTOR'S NAME

2. The Term of this Contract is:
January 1, 2019 – December 31, 2023

3. The maximum amount of this Contract is:
\$122,812

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:

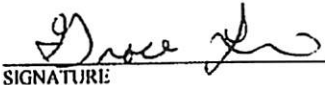
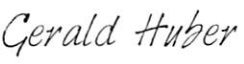
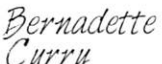
Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on January 15, 2019.

CONTRACTOR	COUNTY OF SOLANO
Regents of the University of California, University of California, Davis	
CONTRACTOR'S NAME	Birgitta E. Corsello County Administrator TITLE
 2/11/2019 SIGNATURE	275 Beck Avenue, MS 5-200 ADDRESS
Grace Liu, Associate Director, Sponsored Programs PRINTED NAME AND TITLE	Fairfield CA 94533 CITY STATE ZIP CODE
1850 Research Park Drive ADDRESS	Approved as to Content:  02/19/2019 10:06 AM EST Gerald R. Huber, Director Health & Social Services Department
Davis CA 95618 CITY STATE ZIP CODE	Approved as to Form:  02/19/2019 12:38 PM EST COUNTY COUNSEL

Rev. 12/17/09

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A

SCOPE OF WORK

I. PROGRAM DESCRIPTION:

Contractor shall develop the infrastructure for the sustainable learning health care network (LHCN) for Early Psychosis services across California and demonstrate the utility of the network via a collaborative statewide evaluation to clarify the effect of the network and these programs on the consumers and communities that they serve. The County of Solano, a political subdivision of the State of California (the “County”), has agreed to participate in the LHCN as a partner agency along with several other California counties and early psychosis treatment programs. This project is intended to support quality improvements, consumer engagement and provider use of measurement-based care in early psychosis (EP) programs. This LHCN will collect and visualize real-time data at the individual, clinic, county and state levels to inform consumer- and program-level decisions and develop learning opportunities for individuals, staff, programs and administrators, in order to improve consumer outcomes. In addition, this project will include training and technical assistance to EP program providers to help them fully utilize the data in routine clinical care.

II. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. PROGRAM SPECIFIC ACTIVITIES

- A. Compare program utilization, emergency department/crisis, and non-EP behavioral health care utilization and associated costs across EP and comparator programs (CG) service EP consumers (with similar age, diagnosis, services received) using de-identified county-level data.
- B. Collect detailed outcome (symptoms, functional, satisfaction, etc.) from all consumers receiving EP service care; assess EP program fidelity; assess consumer and provider skills, beliefs and attitudes around measurement-based care and use of LHCN in service delivery (pre and post-LHCN implementation).
- C. Conduct focus groups, stakeholder meetings & qualitative interviews with consumers, families, county staff and EP program staff to inform outcome selection, inform implementation of LHCN and the evaluation, present findings, and assess satisfaction.
- D. Increase the quality of mental health services, including measurable outcomes, and introduce a mental health practice or approach that is new to the overall mental health system.

2. GENERAL ACTIVITIES

- A. The evaluation team will participate in quarterly phone/videoconference meetings with all participating county leadership and available EP program staff in order to provide regular progress reports, updates, and receive feedback on the Learning Health Care Network and evaluation. The stakeholder Advisory Committee will also meet at least every 6 months for the same purpose.
- B. Participate in additional site visits as deemed necessary by the evaluation team to gather any needed information that is relevant to the process or outcome evaluation.

- C. Participate in County Mental Health Services Act (MHSA) planning activities as requested to include the MHSA Partner meeting, stakeholder planning meetings, etc.
- D. Include in all media related to the scope of work of program funded activities by this Contract and provided to the public, a reference to the Solano County Board of Supervisors, Health and Social Services and the Mental Health Services Act as the sponsors and funding source. When logos are used on your material please include a copy of the County Seal as well as the MHSA logo. These materials will be made available to you at your request.

3. DELIVERABLES & REPORTING REQUIREMENTS

A. Fiscal Year 1: January 1, 2019 – June 30th, 2019 (6 months)

- 1. DELIVERABLE 1: The contractor will submit a progress report summarizing:
 - a) Submission of the IRB protocol covering all aspects of Learning Health Care Network and statewide evaluation data collection;
 - b) Identification of an external company to develop LHCN platform application;
 - c) Recruitment for external advisory committee and focus groups.

Draft Report due June 1st, 2019, Final Report due June 15th, 2019.

B. Fiscal Year 2: July 1, 2019 – June 30, 2020

- 1. DELIVERABLE 2: The contractor will submit a progress report summarizing:
 - a) Identification and prioritization of outcomes of interest based on stakeholder feedback;
 - b) Wireframe for application submission for review by contractor and stakeholders;
 - c) Identification of county-level available data and data transfer methods, and statistical analysis methods selected for integrated county-level data evaluation;
 - d) Selection of 2 counties for beta testing of LHCN app;
 - e) Complete Pre-LHCN implementation questionnaires.

Draft Report due December 1, 2019, Final Report due December 15, 2019.

- 2. DELIVERABLE 3: The contractor will submit a progress report detailing:
 - a) Final outcomes selection process including stakeholder, EP program staff, and county staff feedback
 - b) Feedback from beta testing of LHCN application for data collection
 - c) Preliminary feedback from focus groups for LHCN application and dashboard
 - d) Finalize methods for multi-county-integrated evaluation of costs and utilization data.

Draft Report due June 1, 2020, Final Report due June 15, 2020.

C. Fiscal Year 3: July 1, 2020 – June 30, 2021

- 1. DELIVERABLE 4: The contractor will submit a progress report summarizing:

- a) Initial site visits, detailing training of EP program staff in data collection;
- b) The data collection process for obtaining county-level utilization and cost data for prior 3-year timeframe for preliminary evaluation for both EP and comparator group (CG) programs;
- c) Continued feedback from focus groups on app;
- d) Schedule for EP Program Fidelity assessments.

Draft Report due December 1, 2020, Final Report due December 15, 2020.

- 2. DELIVERABLE 5: The contractor will submit a report summarizing:
 - a) Preliminary results on program-level and county-level data from 2 pilot EP programs, including interviews with EP programs to understand barriers and facilitators to app implementation;
 - b) Qualitative report on ongoing issues and suggestions on the app/dashboard from EP program staff and other stakeholders; including results of focus groups;
 - c) Outline plan for training EP program staff from non-pilot programs on app implementation and outcomes measurement;
Report on feasibility of obtaining cost and utilization data from preliminary multi-county integrated evaluation.

Draft Report due June 1, 2021, Final Report due June 15, 2021.

D. Fiscal Year 4: July 1, 2021 – June 2022

- 1. DELIVERABLE 6: The contractor will submit a report summarizing:
 - a) Training and implementation of outcomes measurement on app in non-pilot EP programs and progress of data collection in all EP programs;
 - b) Findings on cost and utilization data from preliminary multi-county integrated evaluation, identification of problems and solutions for county-level data analysis
 - c) Results from fidelity assessments of EP programs.

Draft Report due December 1, 2021, Final Report due December 15, 2021.

- 2. DELIVERABLE 7: The contractor will submit a progress report summarizing:
 - a) LHCN enrollment and follow up completion rates for LHCN app in all EP programs;
 - b) Plan and timeline for working with counties to support infrastructure to access final round of county-level cost and utilization data for EP and CG programs;
 - c) Feedback from interviews with EP stakeholders about experience in EP treatment programs.

Draft Report due June 1, 2022, Final Report due June 15, 2022.

E. Fiscal Year 5: July 1, 2022 – June 2023

- 1. DELIVERABLE 8: The contractor will submit a progress report that

summarizes:

- a) Enrollment and follow up completion rates for LHCN app in all EP programs;
- b) Post-LHCN implementation questionnaires administered to program and county staff;
- c) Final data analysis plan for all data.

Draft Report due December 1, 2022, Final Report due December 15, 2022.

2. DELIVERABLE 9: The contractor will submit a draft report on findings from:

- a) Preliminary data on feasibility and acceptability of LHCN app in all EP programs
- b) Preliminary results from second round of analysis for county-level cost and utilization data from all EP/CG programs;
- c) Outline of experiences and feedback from all stakeholders.

Draft Report due June 1st, 2023, Final Report due June 15th, 2023.

F. Fiscal Year 6: July 1, 2023 – December 31, 2023 (6 months)

1. DELIVERABLE 10: The contractor will submit a final report detailing:

- a) All program-level, county-level outcomes/data collected;
- b) Summary of experiences and feedback from all stakeholders, that is responsive to stakeholder feedback on draft report;
- c) Collaboration with counties and programs to disseminate findings through multi-media work products.

Draft Report due December 1st, 2023. Final Report due December 15th, 2023.

G. Submit Solano County specific biannual and annual evaluation of program activities by January 15th and July 15th of each FY.

4. CONTRACT MONITORING MEETINGS

A. Contractor shall attend quarterly contract monitor meetings with the County Contract Manager or designee. Contractor shall ensure that staff providing program oversight and fiscal management attend quarterly meetings.

5. PATIENT RIGHTS

- A. 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, Health Information Technology for Economic and Clinical Health Act (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.
- B. Freedom of Choice: County shall inform individuals receiving mental health services, including patients or guardians of children/adolescents, verbally or in writing that:
 - i. Acceptance and participation in the mental health system is voluntary and shall not be considered a prerequisite for access to other community services.
 - ii. They retain the right to access other services including Medi-Cal or Short-Doyle/Medi-Cal reimbursable services if eligible for those services and have the right to request a change of provider, staff persons, therapist and/or case manager.

6. CULTURAL COMPETENCE

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

- A. Contractor shall provide services pursuant to this agreement in accordance with current State Statutory, regulatory and Policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 97-14, "Addendum for Implementation Plan for Phase II Consolidation of Medi-Cal Specialty Mental Health Services-Cultural Competence Plan Requirements," and the Solano County Mental Health Plan Cultural Competence Policy. Specific statutory, regulatory and policy provisions are referenced in Attachment A of DMH Information Notice No: 97-14, which is incorporated by this reference.
- B. Agencies which provide mental health services to Medi-Cal beneficiaries under Contract with Solano County are required to participate as requested in the development and implementation of specific Solano County Cultural Competence Plan provisions including, but not limited to:
 - i. Develop and assure compliance with administrative and human resource policy and procedural requirements to support the hiring and retention of a diverse workforce.
 - ii. Provide culturally sensitive service provision including assurance of language access through availability of bilingual staff or interpreters and culturally appropriate evaluation, diagnosis, treatment and referral services.
- C. Provision of Services in Preferred Language:
 - i. Contractor shall provide services in the preferred language of the consumer 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 consumer or family expressly refuses the interpreter provided.
 - ii. Contractor shall ensure that all staff members are trained on how to access interpreter services.
 - iii. All informational materials, legal forms and clinical documents that the consumer or family member may review and/or sign shall be provided in the consumer/family member's preferred language whenever possible.
 - iv. Contractor shall at a minimum provide translation of written informational materials in the County's threshold language of Spanish for Spanish-preferred consumers and/or family members.
- D. Cultural Competence Training:
 - i. Contractor shall ensure that all staff members including direct service providers, office support, and leadership complete at least one training in cultural competency per year.
 - a. Contractor will maintain evidence, which may include: sign-in sheets, training syllabi, certificates of completion and tracking sheets based on organization chart of Contractor staff receiving the mandatory annual Cultural Competency training. Contractor will submit evidence of staff training to Contract Manager annually with the final annual performance measures submitted for the FY.
 - ii. 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 in terms often used in the mental health field is recommended.

- E. Participate in County and agency sponsored training programs to improve the quality of services to the diverse population in Solano County.

7. QUALITY IMPROVEMENT ACTIVITIES

A. Problem Resolution:

- i. Contractor shall adopt and implement the County Health and Social Services Department, Behavioral Health Division's Problem Resolution process including provisional forms in Spanish, Solano County's threshold language.
 - a) The County Problem Resolution process includes Grievance, Appeal, and Expedited Appeals, as stipulated in County policy *ADM141 Beneficiary Problem Resolution Process – Grievances*, *ADM136 Beneficiary Problem Resolution Process—Mental Health Services Act Issues*, *ADM142 Beneficiary Problem Resolution Process – Appeals*, *ADM143 Beneficiary Problem Resolution Process – Expedited Appeals*, *ADM132 Request to Change Service Provider*, and *AAA210 Beneficiary Right of a Second Opinion*.
 - 1. Contractor is not a direct service provider under the Mental Health Plan and therefore is not required to adhere to the Appeal, Expedited Appeal Process, Request to Change Service Provider or Beneficiary Right of a Second Opinion processes.
- ii. Contractor duties regarding Problem Resolution include, but are not limited to, the following:
 - a) Contractor shall post County notices and make available County forms and other materials informing consumers of their right to file a grievance and appeal. Required materials for this non-MHP program include the following brochures: "Compliment/Suggestion Form", "Grievance Form", and the "Mental Health Service Act Issues Form." Contractor shall aid consumers in filing a grievance when requested and shall not retaliate in any manner against anyone who files a grievance.
 - b) Contractor shall forward all Problem Resolution Process brochures written and completed by or on behalf of a consumer of the MHP to County Quality Improvement, promptly but no later than 24 hours from receipt, whether or not Contractor has resolved the problem.
 - c) Contractor shall provide "reasonable assistance" to individuals completing problem resolution forms, such as providing interpreting services and free access to TTY/TTD services.
 - d) Contractor shall communicate and collaborate directly with the County Quality Improvement Problem Resolution Coordinator to provide any additional information needed regarding any follow up actions to investigate/resolve the problem identified through the problem resolution process.

B. Serious Incident Reports (SIRs):

- i. Contractor will communicate the occurrence of serious incidents to the County by completing an official County Serious Incident Report form following the process outlined in County policy *ADM-1.10 Serious Incident Reporting*, including but not limited to the following:
 - a) Contractor will communicate the occurrence of serious incidents to the County by completing an official County Serious Incident Report form

following the process outlined in County policy ADM-1.10 Serious Incident Reporting, including but not limited to the following:

- 1) Contractor shall verbally notify County Quality Improvement promptly but no later than 4 hours after a serious incident.
 - 2) Contractor shall fax the written SIR to County Quality Improvement within 24 hours of the incident or sooner.
 - 3) Contractor shall communicate directly with the County Quality Improvement designee to provide any additional information needed regarding the reported incident.
 - 4) Contractor and County Behavioral Health Administration/Quality Improvement shall discuss and develop recommendations to achieve more desired outcomes in the future.
 - 5) Data breaches or security incidents are required to be reported to both County Quality Improvement and County H&SS Compliance Unit concurrently promptly upon discovery and no later than 24 hours.
- C. Contractor Quality Improvement Process:
- i. Contractor will establish and maintain an internal agency quality improvement and quality assurance process.
- D. Contractor will work with partner agency to ensure monitoring safety and effectiveness of medication practices. If Contractor provides medication services, Contractor will establish official policy for monitoring medication practices, including operating a Medication Prescriber peer review process. Contractor policy will specifically address procedures Contractor utilizes to monitor prescribing to children and youth.
- i. Given partner agency does provide medication services Contractor can consult with partner agency on building protocols given a component of the training provided by Contractor includes psychiatric medication management.
- E. Annual County review of Contractor service delivery site and chart audit:
- i. County, State or Federal Officials have the right to audit for 10 years from any previous audit, therefore Contractor will retain records for 10 years from the completion of any audit.
- F. Contractor will ensure that all Contractor staff, including administrative, provider, and management staff, receive formal Compliance training on an annual basis.
- i. Contractor will provide evidence, including sign in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving compliance training to County Contract Manager or designee annually by July 15th each Fiscal Year for the training the year prior.
- G. Compliance Investigations:
- i. 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 Agreement. 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 consumers receiving services, and other data relating to all matters covered by this Agreement.

8. CONFIDENTIALITY OF MENTAL HEALTH RECORDS

- A. Contractor certifies 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 consumers (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 consumer'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 consumer data from the County's electronic health record for consumers for which they have open episodes of care and for which individual staff have a specific business purpose for accessing. All attempts to access consumer 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 the Contractor's sole expense to be proportionate to the Contractor's liability.

III. COUNTY RESPONSIBILITIES:

- A. County will continue to fund a local community-based organization to provide the direct early psychosis treatment program in Solano County.
- B. County will support the direct service provider to engage in all the activities required to participate in the LHCN including the inclusion of activities in annual contract and the provision of technical assistance as needed.
- C. **During Fiscal Year 1: January 1, 2019 – June 30, 2019 (6 months)** County will:
 - i. Participate in outcome of interest prioritization process.
 - ii. Support access to other relevant community- or state-level stakeholders for feedback.
 - iii. Submit report that identifies key staff for data collection and transfer.
- D. **During Fiscal Year 2: July 1, 2019 – June 30, 2020** County will:
 - i. Participate in outcome domains and measures selection process. Data transfer and program staff participate in methods development for multi-county integration of cost and utilization data.
 - ii. Participate in final program-level outcomes prioritization process. Data transfer and program staff participate in methods finalization for multi-county integration of cost and utilization data.
- E. **During Fiscal Year 3: July 1, 2020 – June 30, 2021** County will:
 - i. Submit data from prior 3-year timeframe for EP and CG programs to evaluation team for analysis. Provide feedback during qualitative interviews.
 - ii. Problem-solve with evaluation team regarding county-level cost and utilization data transfer and analyses.
- F. **During Fiscal Year 4: July 1, 2021 – June 30, 2022** County will:
 - i. Assist evaluation/LHCN team in report that identifies problems with county-level cost and utilization data analysis and identifies solutions.

- ii. Work with evaluation team to prepare for next round of county-level data, including resolving previous issues faced with first data pull.

G. During Fiscal Year 5: July 1, 2022 – June 30, 2023 County will:

- i. Collaborate with evaluation team on final data transfer and analysis plan. Support access to other relevant community- or state-level stakeholders for feedback.
- ii. Send second round of county-level cost and utilization data from all EP and CG programs to evaluation team and problem-solve any issues that arise. Provide feedback during interviews and for draft report. Support access to other relevant community- or state-level stakeholders for feedback.

H. During Fiscal Year 6: July 1, 2023 – December 31, 2023 (6 months) County will:

- i. Provide feedback on draft report. Support access to other relevant community- or state-level stakeholders for feedback.
- ii. Collaborate on dissemination of study results through multi-media work products.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT:

A. Upon submission of a Solano County vendor claim form and an invoice by Contractor, and upon approval by County, County shall, in accordance with the Contractor Budget attached to this Contract as Exhibit B-1 and incorporated into this Contract by this reference, pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount set forth in Section 3 of page one of this Contract. Payment shall be by warrant and made payable to **Regents of the University of California** and mailed to the address specified on the invoice. Claims submitted by Contractor must:

- (1) Meet all criteria set forth in this Contract;
- (2) Specify services rendered, to whom, date of service and the accrued charges; and
- (3) Be documented by:
 - a. Submission of a completed Monthly Expenditure/Reimbursement Form, the form of which will be provided by the County; and
 - b. An agency spreadsheet with Contractor's total agency budget.

B. As set forth in Exhibit B-1, there are three budget categories in this Contract: (i) personnel, (ii) operating expenses, and (iii) indirect costs.

C. Contractor may request transfers between the budget line items within a budget category, as set forth in Exhibit B-1, by submitting to County a completed Budget Modification Request Form, which will be provided by the County. Transfers between budget line items may be made only upon prior written approval of County, which approval will not be unreasonably withheld.

D. The following criteria apply to Contractor Budget Requests submitted by Contractor under this Contract:

- (1) Requests for payment of personnel costs must include positions, salary, and actual percentage of time for each position. If Contractor provides fringe benefits to part time employees, salary and fringe benefits must be pro-rated for non-full-time employees. Salaries are fixed compensation for services performed by staffs who are directly employed by Contractor and who are paid on a regular basis. Employee benefits and employer payroll taxes include Contractor's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses that are approved by County. These expenses are allowable when they are included in the project budget and are in accordance with Contractor's approved written policies.
- (2) Salaries and benefits of personnel involved in more than one program must be charged to each program based on the actual percentage of time spent on each program. The annualized actual percentage charged for a particular position (e.g., Project Director) cannot exceed the annual percentage approved in this Contract. Similarly, the dollar amount charged for a particular position also may not exceed the dollar amount in the attached Budget. Functional timesheets or an allocation plan must be maintained that support the time charged to this Contract.

- (3) Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment or payments to subcontractors. Such expenses include specific items directly charged to the project. The expenses must be program-related and be incurred (realized) during the Contract period.
- (4) Indirect costs are shared costs that cannot be directly assigned to a particular activity, but are necessary to the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services and administrative salaries are examples of indirect costs.

2. ACCOUNTING. CONTRACTOR SHALL:

A. Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for not-for-profit organizations/governmental entities. Additionally, Contractor must submit claims for payment under this Contract using either a cost allocation method or a direct billing method, as set forth below.

- (1) Contractor will use a cost allocation method for personnel and indirect costs. 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 (Code of Federal Regulation) Part 230, "Cost Principles for Non-profit Organization. Contractor will be reimbursed at the indirect overhead rate not to exceed 28% to be applied against Salaries and Direct Operating costs.
- (2) Contractor will use a direct billing method for all budget category items other than personnel and indirect costs. Charges submitted by Contractor based on a direct billing method must be supported by appropriate invoices that sufficiently document the expenditure.
- (3) Contractor will work with County to determine services that can be billable to Short Doyle Medi-Cal and will bill for Medi-Cal services when appropriate. County will provide direction to Contractor on documentation needed for billing.

B. 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. SUBMISSION OF COST REPORT:

A. County will schedule a cost report briefing each fiscal year. Contractor will submit its cost report by the deadline set by the County. Contractor's cost report must be complete, accurate and formatted within the guidelines provided by the Solano County Health and Social Services Department.

B. If Contractor is currently out of compliance with the cost report's submission requirement, Contractor agrees that funds to be disbursed under the terms of this Contract will be withheld until such time as Contractor submits an acceptable cost report, which shall not be unreasonably

withheld. County will not be liable for any interest that may accrue as a result of delay in payment caused by Contractor's failure to submit an appropriate cost report.

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 Mental Health Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County.

D. If Contractor provides services to multiple counties, it must use the Net Cost Method, reporting only the costs (activities) directly attributable to County.

4. FINANCIAL STATEMENT AND AUDITS:

A. Contractor's expenditures of federal funds are audited annually in accordance with Office of Management and Budget Circular A-133. As with the financial statement audits, Contractor's A-133 audits are conducted on a consolidated basis and reports all Contractor's campus locations. Contractor's fiscal year ends June 30, and the A-133 audit report is issued by the end of March in the following year. Copies of Contractor's A-133 audit report are submitted to the Federal Audit Clearinghouse Bureau of the Census. Information from current and prior A-133 audits is accessible by County online through the University of California website (<http://www.ucop.edu/financial-accounting/financial-reports/a-133-audit-reports.html>) and the Federal Audit Clearinghouse website (<https://harvester.census.gov/facweb/Default.aspx>). The organization name in the Federal Audit Clearinghouse is "UNIVERSITY OF CALIFORNIA".

5. PERSONAL PROPERTY:

A. Purchase of personal property using funds from this Contract must have prior written approval from the County, as follows:

- 1) Purchases of computer, software, and printers regardless of cost
- 2) Purchases of other personal property over \$1,500

B. Contractor shall develop and maintain a system to track such tangible personal property and submit an annual accounting of all property purchased with County funds. 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 return such assets to the County upon Contract termination; unless the depreciated value of the asset is \$0, based on a straight-line method of depreciation (refer to 2 CFR Part 225).

EXHIBIT B-1
January 1, 2019 – December 31, 2023
DIRECT COSTS
For Service Delivery of Contracted Services

	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	TOTAL
Personnel Costs							
Personnel (salaries and benefits)	\$1,598	\$5,100	\$5,748	\$5,685	\$5,834	\$3,187	\$27,152
Operational Costs	\$15,501	\$19,103	\$15,468	\$15,146	\$14,320	\$7,099	\$86,637
Equipment (tablets and computers)	496	12	26	27	26	13	600
Software	16	32	32	32	32	16	160
Meeting Expenses	15	24	24	24	24	15	126
Mobile hotspot/conference line subscriptions	17	68	102	102	102	51	442
Subject and Staff payments	0	32	0	32	0	0	64
Translation Services	0	127	63	0	0	0	190
Project Supplies	19	38	29	19	19	10	134
Consultants	8,742	6,669	2,439	2,005	803	390	21,048
Subawards	6,164	11,866	12,461	12,632	13,130	6,407	62,660
Travel	32	235	292	273	184	197	1,213
Indirect Costs (15% TC)	\$1,930	\$2,177	\$1,545	\$1,447	\$1,240	\$684	\$9,023
Total	\$19,029	\$26,380	\$22,761	\$22,278	\$21,394	\$10,970	\$122,812

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

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

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

2. TIME

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

3. TIME OF PERFORMANCE

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

4. TERMINATION

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

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

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

5. SIGNATURE AUTHORITY

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

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state

and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance or equivalent form of self-insurance program 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. Upon request, each party shall supply to the other a certificate of insurance evidencing coverages in Exhibit C.

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

D. Additional Insurance Coverage

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

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

- (2) Professional Liability: **\$1,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.

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

8. BEST EFFORTS

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

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract on the 31st day.

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

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

D. If this Contract is terminated because of Contractor's default, County shall be entitled to seek appropriate relief to the extent allowable by law.

10. INDEMNIFICATION

A. Contractor shall defend, indemnify and hold County, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury arising out of the performance of this Contract, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees. County shall defend, indemnify and hold Contractor, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury arising out of the performance of this Contract, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, agents or employees.

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

11. INDEPENDENT CONTRACTOR

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

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical,

dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

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

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations, but only in proportion to and to the extent such liability is directly caused by the negligent or intentional acts or omissions of Contractor, its officers, agents or employees.

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

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

13. COMPLIANCE WITH LAW

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

wages, hours and conditions of employment.

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

14. CONFIDENTIALITY

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

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

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

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

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

15. CONFLICT OF INTEREST

A. Contractor certifies that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, excluding Contractor's program-specific services of the Early Diagnosis and Preventive Treatment of Psychotic Illness program, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

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

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor 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

During normal business hours at mutually agreeable times, authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business where the service is being conducted under this Contract and/or records pertaining to the services conducted under this Contract.

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

All work products developed for County by Contractor hereunder shall be the exclusive property of County and may be used for any purpose without further obligation or liability to Contractor. Contractor shall have the right to publish, disclose, disseminate and use in whole or in part, for research, teaching and public service purposes, any data and information received, collected, or developed under this Contract, except as indicated in the confidentiality provisions of this Contract. Contractor agrees to submit a copy of intended publication materials to County for review and comment at least thirty (30) days prior to submission for publication. County will have no editorial rights over publication materials but may request changes and Contractor will consider making changes.

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 up to the date Contractor receives notification of termination of the Contract; 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, in law or equity that may be brought in

connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The parties shall comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the terms of the Contract (including any and all attachments to it) and the terms of this Exhibit C, the parties agree that the terms of this Exhibit C shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

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

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

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

33. PRICING

Should Contractor to its best knowledge, 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 promptly to County for all future services.

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

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to

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

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor certifies, to the extent of the actual knowledge of the undersigned without search as of the execution date, that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) are not presently convicted of a criminal offense related to the provision of federally funded items or services nor previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, presently under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This certification shall be an ongoing during the term of this Contract and Contractor must promptly 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 certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

36. EXECUTION IN COUNTERPARTS

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

37. LOCAL EMPLOYMENT POLICY

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

38. ENTIRE CONTRACT

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding 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 \$5,485.

2. DRUG FREE WORKPLACE

Contractor shall execute the form attached as Exhibit D-1.

3. CHILD/ADULT ABUSE

Contractor shall execute the forms attached as Exhibits D-2 and D-3.

4. 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.

County of Solano
Standard Contract

EXHIBIT D-1

SOLANO COUNTY

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

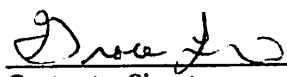
Regents of the University of California, University of California, Davis

Contractor certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organization's policy of maintaining a drug-free workplace;
 - (c) Any available counseling, rehabilitation and employee assistance programs; and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement; and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I certify that I am duly authorized legally to bind the Contractor to the above-described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

 2/11/2019
Contractor Signature

County of Solano
Standard Contract

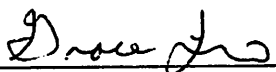
EXHIBIT D-2

CHILD ABUSE REPORTING REQUIREMENTS

Section 11166 of the Penal Code requires any child care custodian, medical practitioner, nonmedical practitioner, or employee of a child protective agency who has knowledge of, or observes a child in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects, has been the victim of a child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone, and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

I, the undersigned, have read and understand the requirements of Penal Code section 11166 and will comply with its provisions.

I agree to report to my immediate supervisor any suspected child abuse situations of which I am aware and will report directly to the Child Protective Services as necessary.

 2/11/2019

Contractor Signature

County of Solano
Standard Contract

EXHIBIT D-3

ADULT ABUSE REPORTING REQUIREMENTS

Welfare and Institutions Code section 15630 and following:

The undersigned, having read the statement below, signifies knowledge and understanding of its provisions:

Section 15630 of the Welfare and Institutions Code requires any care custodian, health practitioner, or employee of an adult protective services agency or a local law enforcement agency who has knowledge of, or observes a dependent adult, in his or her professional capacity or within the scope of his or her employment who he or she knows has been the victim of physical abuse, or who has injuries under circumstances which are consistent with abuse where the dependent adult's statements indicate, or in the case of a person with developmental disabilities, where his or her statements or other corroborating evidence indicates that abuse has occurred, to report the known or suspected instance of physical abuse to an adult protective services or a local law enforcement agency immediately or as soon as practically possible by telephone and to prepare and send a written report, thereof, within 36 hours of receiving the information concerning the incident.

"Care Custodian" means an administrator or an employee of any of the following public or private facilities:

- | | |
|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Health facility | 12. Licensing worker or evaluator |
| 2. Clinic | 13. Public assistance worker |
| 3. Home health agency | 14. Adult protective services agency |
| 4. Educational institution | 15. Patient's rights advocate |
| 5. Sheltered workshop | 16. Nursing home ombudsman |
| 6. Camp | 17. Legal guardian or conservator |
| 7. Respite care facility | 18. Skilled nursing facility |
| 8. Residential care institution
including foster homes and
group homes | 19. Intermediate care facility |
| 9. Community care facility | 20. Local Law enforcement agency |
| 10. Adult day care facility,
including adult day health
care facilities | 21. Any other person who provides
goods or services necessary to
avoid physical harm or mental
suffering and who performs duties |
| 11. Regional center for persons
with developmental disabilities | |

"Health Practitioner" means a physician, surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, marriage, family and child counselor or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code, any emergency medical technician I or II, paramedic, a person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code, or psychological assistant registered pursuant to Section 2913 of the Business and Professions Code, a marriage, family and child counselor trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code, a state or county public health employee who treats a dependent adult for any condition, a coroner, or a religious practitioner who diagnoses, examines, or treats dependent adults.

I certify that a full copy of Welfare and Institutions Code section 15630 and following has been provided to me, and I have read and understand the above statement and will comply with its provisions.

 2/11/2019
Contractor Signature