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REQUEST FOR PROPOSALS(RFP)
NUMBER: 948-0114-21
FOR
COMPREHENSIVE CORRECTIONAL MEDICAL SERVICES

RELEASE DATE: JANUARY 14, 2021
RESPONSE DUE: FEBRUARY 22, 2021, 5:00 PM, PST

SUBMIT PROPOSAL TO:	RFP COORDINATOR
Solano County digitally via Bonfire E-Procurement Platform Solano County Portal website at https://solanocounty.bonfirehub.com	Farid Atmar, RFP Coordinator Phone: 707/784-6976 MFAtmar@solanocounty.com
Any proposer participating in this solicitation is required to have a vendor application on file with the County. This application may be downloaded from the Solano County website at www.solanocounty.com . Include the application with your proposal. The County will post any changes and information relating to this RFP digitally via Bonfire E-Procurement Platform. **Proposers are responsible for frequently checking the Bonfire Platform at** Https://Solanocounty.Bonfirehub.Com **for any changes or information relating to this RFP.**	
"Smoking is not permitted in County Buildings or around Solano County campuses. Thank you in advance for your compliance."	

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1. INTRODUCTION

The purpose of this Request for Proposals (RFP) is to define the County's minimum requirements, solicit proposals, and gain adequate information by which the County may evaluate the services offered by Proposers that fall within the scope of service as further described in section 3 of this RFP.

The County of Solano, Sheriff's Office, Custody Division, hereinafter referred to as the "County," intends to secure a contract with a qualified proposer to provide a Comprehensive Correctional Medical Services (medical, dental, mental health services and jail-based competency training) to inmates housed within its adult detention facilities listed below in section 2. The County requests that each Proposer provide a proposal for these services including program administration, pharmaceuticals, equipment, supplies and personnel management.

For the purposes of this RFP, the term "County" shall include the Sheriff's Office. The term "inmates" shall include inmates in the custody of the Sheriff's Office. The term "Facilities" shall include those facilities identified in section 2 of this RFP and again identified below in section A.1.

2. BACKGROUND

The County currently operates three adult detention facilities. The locations of these facilities are as follows:

A. Justice Center Detention Facility (JCDF)
   500 Union Avenue, Fairfield, CA
   Type II facility, rated capacity 712 inmates

B. Claybank Detention Facility (CDF)
   2500 Claybank Road, Fairfield, CA
   Type II facility, rated capacity of 358 inmates

C. Stanton Correctional Facility (SCF)
   2450 Claybank Road, Fairfield, CA
   Type II, rated capacity of 365 inmates

The County supervises inmates at an educational and vocational training center located adjacent to SCF and two court holding locations, one in the City of Vallejo, and one in the City of Fairfield. All arrestees are booked solely at the JCDF. The Average Daily Population (ADP) over the last calendar years, from January 1, 2018 to December 31, 2020, was 681 inmates. The average number of annual bookings over the prior 3 years is 12,326.

In accordance with the Board of State and Community Corrections, *Title 15 Minimum Standards for Local Detention* Facilities, the facility administrator shall have the responsibility to ensure the provision of emergency and basic health care services to all inmates to include medical, dental and mental health services.

In addition to medical, dental and mental health services, the County contracts with the State of California, Department of Health Care Services for a Jail Based Competency Treatment Program (JBCT) which serves up to 12 inmates deemed incompetent to stand trial. The proposer would also be required to administer and staff this program.

3. SCOPE OF SERVICE/ PROJECT

The Proposer will explain in its proposal how it shall have full responsibility for providing efficient, cost-effective and quality health care services to the inmate population housed in the adult detention facilities. Proposals with staffing plans and costs, meeting accreditation for both the American Correctional Association (ACA) and the National Commission on Correctional Health Care (NCCHC), are requested. This includes the following characteristics.

Based on the following minimum Scope of Services and deliverables, it is the Proposer's responsibility to propose a complete Scope of Work that explains in detail the Proposer's approach. This proposed Scope of Work will be used as the basis for negotiating the final Scope of Work for inclusion in Exhibit A of the Standard Contract. The Standard Contract also includes the terms and conditions required by the County.

The Standard Contract also includes Exhibit B, Budget and Payment Provisions, Exhibit C, Terms and Conditions required by the County and Exhibit D, Special Terms and Conditions.

A. Key Scope of Services: The following outlines key scope of services the selected Contractor shall provide:

1. All aspects of the proposed inmate health services (medical, dental, mental health and JBCT) to an anticipated inmate population of 650 inmates including 24-hour staffing of a medical intake office in the booking and receiving area of JCDF to complete intake evaluations and assessments of new arrestees. Proposers must conform to the applicable standards and guidelines prescribed and mandated including:

    a. California Code of Regulations, Title 15, Minimum Standards for Local Detention Facilities (CCR-Title 15);
    b. National Commission on Correctional Health Care (NCCHC) accreditation; and
    c. All other applicable laws, regulations codes, and guidelines relating to health care services and programs in adult detention facilities within the state of California.

    NOTE: Proposer should obtain accreditation from NCCHC within 12 months after the contract's start date.

2. Effective management of health care professionals engaged in the delivery of the required range of health care services to all inmates in the custody of the County regardless of the physical location.

3. A program designed for the continuing education of both the County and the Proposer's personnel who are each, directly and indirectly, involved in the care and maintenance of inmates.

4. Implementation of a written health care plan that contains clear objectives, policies, procedures and evaluates the effectiveness of the plan on, at a minimum, an annual basis.

5. Intake screening for all inmates, including transferees, by a licensed registered nurse at the time of booking. The booking shall be consistent with NCCHC standards.

6. Staffing, programming and supplies (medications, labs, forms) to the in-house JBCT Program for up to 12 offenders at a time, found incompetent to stand trial for felony charges under penal code

1370. JBCT program hours are Monday through Friday from 0800-1530. The staffing model to include, full-time equivalent, the following positions/classifications:

0.5 FTE Program Director
0.2 FTE Psychiatrist
0.6 FTE Psychologist
1.3 FTE Mental Health Clinician
1.3 FTE Competency Trainer
1.2 FTE Administrative Assistant
24/7 on-call provider

7. Coordinate and assist with facilitating the Medi-Cal County Inmate Program eligibility of inmates and Medi-Cal payment for Medi-Cal covered services.

8. Assist in treating inmates with Medication-Assisted Treatment (MAT) as needed in our jails including the use of FDA-approved medications, counseling and behavioral therapies for the treatment of substance use disorders.

9. Establish an open and collaborative working relationship with County.

10. Maintain complete and accurate records of inmate care and collect and analyze health care statistics on a monthly and annual basis.

11. Maintain records as required to support financial transactions and establish financial systems designed to fix accountability and conform to audit procedures.

B. Medical Services and Bed Space

JCDF contains a co-ed Outpatient Housing Module that includes eight cells comprised of four multiple bed cells; two single occupancy suicide watch cells; one safety cell and one single cell. Adjacent to the Outpatient Housing Module is the medical suite which includes an office, storage space, a nursing station, pharmacy room, lab, records room and a dental office. There is a medical/examination room on the second and fourth floors.

CDF contains a medical suite that includes an examination room, storage, office space and a pharmacy room.

SCF contains a medical suite with two examination rooms, a nursing station with a pharmacy, a dental suite, two safety cells, two negative pressure rooms, multiple offices and storage spaces. Each module will also have a multi purpose examination room. The JBCT program is housed at SCF.

C. Mental Health

There is no County medical or psychiatric hospital. County mental health and its contracted Crisis Stabilization Unit are the sole entities facilitating admittance into a psychiatric facility.

D. Local Hospital/Medical Resources

The following local hospital and medical resources are utilized:

1. North Bay Medical Center in Fairfield is a primary community hospital providing full services including medical, surgical, obstetrical and acute inpatient services. Reimbursement is based on Penal Code § 4011.10 for emergency room and emergency admission. Neither the County nor the current medical services provider has a contractual agreement with North Bay Medical Center.
2. Sutter Medical Center in Vallejo provides non–emergency care. Reimbursement is based on Penal Code § 4011.10. Neither the County nor the current medical services provider has a contractual agreement with Sutter Medical Center.
3. Kaiser Vacaville has been recently selected as the level II trauma center for the region which includes Solano County. Neither the County nor the current medical services provider has a contractual agreement with this facility.

E. Policies of the County

The Proposer will comply with all County policies related to the safety and security of the inmates and County staff. The Proposer will coordinate and work cooperatively with the County in the provision of all services.

4. CONTRACT DURATION AND FUNDING AVAILABILITY

Contingent upon approval of the County Board of Supervisors, the County intends to award one (1) three-year contract to the responsible proposer whose proposal is determined to be the most responsive to the requirements of this RFP. The term of the resulting contract will begin on or about July 1, 2021 and terminate on June 30, 2024. The County reserves the right to renew or extend the term of the contract for two (2) additional one-year periods representing a total contract term of no more than five (5) years at the sole discretion of the County, provided the County notifies the Contractor in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. An extension of the term of this contract will be affected through an amendment to the contract. If the extension of the contract necessitates additional funding beyond that which was included in the original contract, the increase in the County's maximum liability will also be affected through an amendment to the contract and shall be based upon rates provided for in the original contract and response.

5. SCHEDULE OF EVENTS

1/14/2021	RFP issued
1/20/2021	Intent to Propose submitted (optional)
1/21/2021	Questions concerning RFP and project emailed to MFAtmar@solanocounty.com or submit digitally via Bonfire E-Procurement platform Solano County Portal at https://solanocounty.bonfirehub.com no later than 5:00 PM PST
1/28/2021	Pre-proposal conference and Tour – Attendance is mandatory. Venue: Justice Center Detention Facility, 500 Union Avenue, Fairfield, CA (Tentative), Time: 2:00 PM PST.
1/29/2021	The County's response to questions posted electronically via Bonfire E-procurement platform https://solanocounty.bonfirehub.com
02/22/2021	An electronic submission of Proposals via Bonfire E-Procurement Platform Solano County Portal at https://solanocounty.bonfirehub.com are due no later than 5:00 p.m. Late submittals will not be accepted.
TBD	If required Interviews and Presentations

TBD	Notification of selected Contractor
TBD	Contracting Process
07/01/2021	Project Commences

The County reserves the right to adjust this schedule as it deems necessary. Notification of any adjustment to the schedule will be posted on the Bonfire E-Procurement Platform Solano County Portal at https://solanocounty.bonfirehub.com. Proposers shall frequently monitor the Bonfire E-Procurement Platform Solano County Portal website for any updates related to this RFP.

To subscribe to Bonfire and receive electronic notifications regarding this and other bidding opportunities of the County, visit the free Vendor Registration page at https://solanocounty.bonfirehub.com and follow the instructions provided.

6. INSTRUCTIONS TO PROPOSERS

Please prepare your proposal in accordance with the following requirements.

a. Proposal. The proposal (excluding the cover letter, resumes and a copy of the RFP) may not exceed a total of 25 single-sided, 8.5" x 11", numbered pages. Number each page consecutively. A copy of the RFP and resumes must be included in an appendix to the proposal.

b. Cover Letter. The proposal must be submitted with a cover letter describing the proposer's interest and commitment to the proposed project. The letter must state that the proposal is valid for a (90)-day period and include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the selection process. The person authorized by the proposer to negotiate a contract with the County must sign the cover letter.

   Address the cover letter as follows:

   Solano County General Services Department
   Purchasing Services
   675 Texas Street Suite 2500
   Fairfield, CA 94533
   Attention: Farid Atmar, RFP Coordinator

c. Approach and Management Plan. This section shall provide the proposer's proposed approach and management plan for providing the services. Include an organizational chart showing the proposed relationships among contractor staff, County staff and any other parties that may have a significant role in the delivery of this program.

d. Qualifications, Experience and References.

   i. This section shall provide the qualifications and experience of the key team member(s) that will work on the project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members. Key team members are expected to be committed for the duration of the project. Replacement of key team members will not be permitted without prior consultation with and approval of the County.

   ii. For each key team member, provide at least three references (names and current phone numbers) from recent work (previous three years). Include a brief description of each project associated with the reference, and the role of the respective team member. Use Attachment (7) Key Team Members Reference Sheet.

iii. The Offeror shall provide the (3) references of government agencies and or firms for whom they have provided similar services during the last three (3) years. Use Attachment (6) Agency Reference Sheet.

e. Staffing Plan. This section shall provide a staffing plan (by month) and an estimate of the **total hours** (detailed by position) required for preparation of the program tasks as outlined. Discuss the workload, both current and anticipated, for all key team members (if applicable), and their capacity to perform the requested services for the project, according to your proposed schedule. Discuss the approach for completing the requested services for this project within budget.

f. Work Plan and Schedule. This section shall include a description of how you will conduct each task of the project, identification of deliverables for each task and a schedule. The work plan should be in sufficient detail to demonstrate a clear understanding of the project. The schedule should show the expected sequence of tasks and include durations for the performance of each task, milestones, submittal dates and review periods for each submittal. Discuss the approach for completing the requested services for the project on schedule. The project is expected to commence no later than July 1, 2021 and all public meetings, draft and final documents fully completed by June 30, 2023.

g. Cost Control. This section shall provide information on how you will control project costs to ensure all work is completed within the negotiated budget for the project. Include the name and title of the individual responsible for cost control.

h. Additional Relevant Information. This section invites additional relevant information that may be helpful in the selection process (not to exceed the equivalent of 2 single-sided pages).

i. Budget. The budget should include: (a) the total dollar amount requested to complete the project, (b) any other resources, including in-kind, that will support the proposed project, (c) the number of anticipated hours and rate of the project manager and key team members per year. The estimated level of hours for other staff can be summarized in general categories. The budget should be displayed annually corresponding to the County's fiscal calendar of July 1 through June 30. Use Attachment 3, Budget Worksheet. A budget narrative utilizing a format similar to the sample provided in Attachment 4, describing costs and detailing cost allocation methods utilized to prepare the budget. A total of three forms should be provided one for each fiscal year of service.

NOTE: Annual costs for medical, dental and mental health services and annual costs for the JBCT program should be provided separately in the proposal in the event the JBCT program is discontinued or not renewed.

j. Detailed Documentation of Financial Resources*:* The Proposer must provide the following documentation of sufficient financial strength and resources to provide the scope of services as required.

k. The Proposer's most recent independent audited financial statements for a fiscal year ended within the last 36 months.

l. In lieu of audited financial statements, the County may accept, on a case by case basis, the following: a current written bank reference, in the form of a standard business letter, indicating that the Proposer's business relationship with the financial institution is in positive standing.

m. Documentation disclosing the amount of cash flows from operating activities for the Proposer's most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.

n. County Contract: Proposers must include a statement of acknowledgment that the proposer has reviewed the County of Solano Standard Contract (EXHIBIT I—Standard Contract, Exhibits C and D) and has accepted it with or without qualification. If the proposer makes qualifications, those qualifications must be identified and listed along with suggested modifications to the contract. [Note: Exhibits A and B (the scope of work and budget detail and payment provisions) for the contract, will be finalized during the contract negotiation process.] If the proposer makes no qualifications to the Standard Contract, including exhibits, then it shall be deemed that the proposer accepts these items without reservation or any qualifications.

o. Mandatory Pre-Proposal Conference. Potential proposers must attend a pre-proposal conference, scheduled at the time and date set forth in the Schedule of Events, and located at Justice Center Detention Facility, 500 Union Avenue in Fairfield. The purpose of the conference is to provide an opportunity for potential proposers tour the facilities, ask specific questions about the project and to request RFP clarification. Potential proposers should submit questions in writing before the conference. The County will entertain verbal questions asked at the conference, but responses may be deferred and provided at a later date. In the event a potential proposer is unable to attend the conference, an authorized representative may attend in its behalf. The representative may only sign-in for one (1) potential proposer. Subcontractors may not represent a potential proposer at the conference. The County will not accept any proposal from a proposer or its authorized representative that do not attend the conference.

p. Submittal of Proposal: An electronic submission of Proposals via Bonfire E-Procurement Platform Solano County Portal at https://solanocounty.bonfirehub.com are due **no later than the time and date set forth in the Schedule of Events**. Any hard copy submission, submission via email and late submission will be retained in the file unopened and will be considered disqualified from consideration in further bidding process. Please register with Bonfire E-Procurement Platform Solano County Portal as soon as possible for uninterrupted notification and access to County bid opportunities.

i. **How to Register with Bonfire E-Procurement Platform**: The County of Solano, Purchasing Services is now partnering with **Bonfire Interactive** to create an electronic procurement portal that will allow you to receive notifications of County business opportunities and submit bids and proposals to Solano County digitally. All Vendors who wish to compete for County work, must register with Bonfire Interactive.

To subscribe with Bonfire Interactive and receive electronic notifications regarding upcoming and/or current bidding opportunities with the County of Solano, visit the vendor registration page at https://solanocounty.bonfirehub.com/portal/?tab=login and follow the instructions provided.

When registration is completed, vendors will receive email notifications of bidding opportunities that match the commodity/services listed in the vendor profile. It is critical to list the National Institute of Purchasing (NIGP) codes related to the services and/or commodities offered by the vendors/contractors.

For further information, please contact Solano County Purchasing Services at Purchasing@solanocounty.com or (707) 784-6320.

7. EVALUATION OF PROPOSALS

a. Evaluation Committee: A County Evaluation Committee (CEC) will evaluate all proposals. The CEC will be composed of County staff and other parties that may have relevant expertise or experience. The CEC will score and recommend proposals in accordance with the evaluation criteria set forth in this RFP. Evaluation of the proposals shall be within the sole judgment and discretion of the CEC.

b. Categories: The evaluation criteria and their respective weights are as follows:

CATEGORIES	MAXIMUM POINTS POSSIBLE
General Qualifications and Experience	25
Quality and Comprehensiveness of Services	25
Professional Staffing / Support Capabilities	25
References	5
Budget	20
Total Possible Points	**100**

a. Interviews. Proposers may need to attend an interview. Only top-rated firms scoring highest on the first round of evaluations will be invited for an interview and further rated. The project manager and any key team members should attend the interview. The determination as the need for interviews, the location, order and schedule of the interviews is at the sole description of the County. The same evaluation criteria used for the proposal evaluation process will be used to rate the firms during the interviews. At the end of the interview process, the CEC will re-rank the firms to determine the best evaluated firm. The project manager and any key team members should attend the interview. The determination as to the need for interviews, the number of proposers to be interview, the location, order and schedule of the interviews is at the sole discretion of the County. The evaluation interview panel may include representatives from the County and other agencies, but the specific composition

of the panel will not be revealed prior to the interviews. The proposer must bear all costs incurred to attend.

c. Best Value: The County will select the proposal that presents the best value and is most advantageous to the County and the public. Accordingly, the County may not necessarily award the proposer with the lowest price proposal if doing so would not be in the overall best interest of the County. The County reserves the right to expand or reduce the proposed scope of work during the contract negotiations based on budget constraints and to award to a single or multiple proposer..

8. AWARD NOTICE AND ACCEPTANCE PERIOD

a. After the evaluation of proposals and final consideration of all pertinent information available, the County will either reject all proposals or issue a written notice of intent to award the contract to all proposers submitting a timely proposal. The notice shall identify the apparent best evaluated proposal. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated proposer.

b. The apparent best evaluated proposer should be prepared to enter into a contract with the County which shall be substantially the same as the *Standard Contract* included in Exhibit I to this RFP. Notwithstanding, the County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final contract negotiations.

c. If a proposer fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within 14 days of its delivery to the proposer, the County may cancel the award and award the contract to the next best evaluated proposer.

9. PROTEST AND APPEAL

Any actual proposer who wishes to protest the notice of intent to award a contract may submit a protest. The protest must be submitted in writing to the Director of General Services within 7 calendar days after such proposer knows or should have known of the facts giving rise to the protest, but in no event later than 7 calendar days after the date of the notice of intent to award the contract. All letters of protest shall clearly identity the reasons and basis for the protest. The protest must also state the law, rule, regulation, or policy upon which the protest is based. The Director of General Services will issue a written decision within 10 working days after receipt of the protest which shall include the reason for the action taken and the process for appealing the decision. Proposers shall frequently check Bonfire E-procurement platform at https://solanocounty.bonfirehub.com for any updates related to this RFP.

10. TERMS AND CONDITIONS

a. The County's Purchasing & Contracting Policy Manual, found at http://www.solanocounty.com/civicax/filebank/blobdload.aspx?blobid=21595, is fully incorporated into and made a part of this RFP by this reference and governs this RFP.

b. RFP Amendment, Cancellation and Right of Rejection.

   i. The County reserves the unilateral right to amend this RFP in writing at any time by posting the amendment on the County's website. Proposers are responsible to view the website periodically for any amendments to the RFP. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments. The County also reserves the right, in its sole discretion, to reject any and all proposals or to cancel or reissue the RFP.

ii. The County reserves the right, in its sole discretion, to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the applicant from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any proposal to strict compliance with the RFP.

c. Confidentiality. The County will retain a master copy of each response to this RFP, which responses will become a public record after the award of a contract unless the qualifications or specific parts of the qualifications can be shown to be exempt by law under Government Code section 6250 et seq. Proposers may clearly label part of a submittal as "**CONFIDENTIAL**" if the proposer agrees to indemnify and defend the County for honoring such a designation. The failure to have so labeled any information shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the County, the County will notify the proposer of the request and delay access to the material until 7 working days after notification to the proposer. Within that time delay, it will be the proposer's duty to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

11. ATTACHMENTS AND EXHIBITS

ATTACHMENT 1: INTENT TO PROPOSE FORM
ATTACHMENT 2: SIGNATURE PAGE
ATTACHMENT 3: BUDGET WORKSHEETS
ATTACHMENT 4: SAMPLE BUDGET NARRATIVE
ATTACHMENT 5: QUESTIONS AND ANSWERS FORM
ATTACHMENT 6 AGENCY REFERENCE FORM
ATTACHMENT 7: KEY TEAM MEMBERS REFERENCE FORM
ATTACHMENT 8: NON-COLLUSION DECLARATION
ATTACHMENT 9: CERTIFICATION OF COMPLIANCE
ATTACHMENT 10: COUNTY RESERVATIONS
ATTACHMENT 11: DRUG-FREE WORKPLACE CERTIFICATION
ATTACHMENT 12: DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS
ATTACHMENT 13: DEBARMENT CERTIFICATION
ATTACHMENT 14: CHECK LIST

EXHIBIT I: COUNTY STANDARD CONTRACT
EXHIBIT A: SCOPE OF WORK
EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS
EXHIBIT C: GENERAL TERMS AND CONDITIONS
EXHIBIT D: SPECIAL TERMS AND CONDITIONS

ATTACHMENT 1

COUNTY OF SOLANO
REQUEST FOR PROPOSALS (RFP) NO. 948-0114-21
COMPREHENSIVE CORRECTIONAL MEDICAL SERVICES

INTENT TO PROPOSE FORM

Date: _____

Email the following Intent to Propose form to Solicitation Coordinator as scheduled.

To: County of Solano Purchasing Services
Attention: Farid Atmar
Title: RFP Coordinator
Email: MFAtmar@solamocounty.com

From:

Company/Firm Name					
Address				Zip:	
Contact Name					
Email			Phone		
Fax		Signature			

We intent to respond to this solicitation by the specified due date. By signing above, I certify that I am authorized by the Company named above to respond to this request.

ATTACHMENT 2

COUNTY OF SOLANO
REQUEST FOR PROPOSALS (RFP) NO. 948-0114-21
COMPREHENSIVE CORRECTIONAL MEDICAL SERVICES

SIGNATURE PAGE

Every submittal must contain a fully executed signature page, supplying all required information, signature, and type name and title of the individual legally authorized to commit the contractor to a binding contract to execute all specifications, provisions, terms and conditions contained herein.

I hereby certify that I have read, acknowledge, understand, and agree to the content(s) of the following notices:

CERTIFICATION – RESPOND TO THE FOLLOWING BY WRITING (**YES**), (**NO**) OR (**N/A**)

Customer Reference Statement (Complete form and return with proposal)	
Non-Collusion Declaration (Complete form and return with proposal)	
Certification of Compliance	
Reservations	
Documents to be returned	
Other (Please specify):_____	

SIGNATURE AND ACKNOWLEDGMENT:

Company/Firm Name					
Address				Zip:	
Contact Name					
Email			Phone		
Fax		Signature			

By signing the above, I certify that I am authorized by the company named above to respond to this form.

COUNTY OF SOLANO

REQUEST FOR PROPOSALS (RFP) NO. 948-0114-21

COMPREHENSIVE CORRECTIONAL MEDICAL SERVICES

BUDGET WORKSHEETS

The Budget Worksheet (ATTACHMENT 3) must be prepared according to the RFP Budget Instructions specified in section 6(i). The total cost on the Budget Worksheet must be equal or less than the amount of the annual budget listed in the RFP section 4, Contract Duration and Type.

PROPOSER NAME _____

BUDGET SUMMARY

COST CATEGORY	Dates: 7/1/2021-6/30/22	Dates: 7/1/22-6/30/23	Dates: 7/1/23 – 6/30/24
A. Medical			
B. Dental			
C. Mental Health			
D. Jail Based Competency Treatment Program (JBCT)			
TOTAL			
TOTAL PROPOSED COST (3 YEARS)			

YEAR 1: 7/01/2021-6/30/2022

(Budget will be prorated based on start date of contract)

Line Item	FTE	
Personnel Expenses *examples only – please list all expected personnel expenses in budget proposal*		
Staff Member 1		
Staff Member 2		
Staff Member 3		
Staff Member 4		
Benefits include percentage rate		
SUBTOTAL PERSONNEL		
Operating Expenses *examples only – please list all expected operating expenses in budget proposal*		
Rent & Utilities		
Office Supplies & Material		
Telephone & Communication		
Postage/Mailing		
Reproduction/Copying		
Travel		
Training/Conferences		
Client supports		
Other		
SUBTOTAL OPERATING EXPENSES		
Subcontractors (only as needed)		
Subcontractor 1		
Subcontractor 2		
SUBTOTAL SUBCONTRACTORS		
Indirect Costs		
Indirect Costs		
SUBTOTAL INDIRECT COSTS		
GRAND TOTAL EXPENSES		

YEAR 2: 7/1/2022-6/30/2023

Line Item	FTE	
Personnel Expenses *examples only – please list all expected personnel expenses in budget proposal*		
Staff Member 1		
Staff Member 2		
Staff Member 3		
Staff Member 4		
Benefits include percentage rate		
SUBTOTAL PERSONNEL		
Operating Expenses *examples only – please list all expected operating expenses in budget proposal*		
Rent & Utilities		
Office Supplies & Material		
Telephone & Communication		
Postage/Mailing		
Reproduction/Copying		
Travel		
Training/Conferences		
Client supports		
Other		
SUBTOTAL OPERATING EXPENSES		
Subcontractors (only as needed)		
Subcontractor 1		
Subcontractor 2		
SUBTOTAL SUBCONTRACTORS		
Indirect Costs		
Indirect Costs		
SUBTOTAL INDIRECT COSTS		
GRAND TOTAL EXPENSES		

YEAR 3: 7/1/2023-6/30/2024

Line Item	FTE	
Personnel Expenses *examples only – please list all expected personnel expenses in budget proposal*		
Staff Member 1		
Staff Member 2		
Staff Member 3		
Staff Member 4		
Benefits include percentage rate		
SUBTOTAL PERSONNEL		
Operating Expenses *examples only – please list all expected operating expenses in budget proposal*		
Rent & Utilities		
Office Supplies & Material		
Telephone & Communication		
Postage/Mailing		
Reproduction/Copying		
Travel		
Training/Conferences		
Client supports		
Other		
SUBTOTAL OPERATING EXPENSES		
Subcontractors (only as needed)		
Subcontractor 1		
Subcontractor 2		
SUBTOTAL SUBCONTRACTORS		
Indirect Costs		
Indirect Costs		
SUBTOTAL INDIRECT COSTS		
GRAND TOTAL EXPENSES		

ATTACHMENT 4

COUNTY OF SOLANO
REQUEST FOR PROPOSALS (RFP) NO. 948-0114-21
COMPREHENSIVE CORRECTIONAL MEDICAL SERVICES

SAMPLE- BUDGET NARRATIVE-SAMPLE

(Note: The Budget narrative is the justification of "how" and/or "why" a line item helps to meet the program deliverables. The categories will change based on the proposed budget)

1. Personnel
   A. Salary – **Total: $55,396.00**
   Program Director currently oversees the program and will spend 100% of their time hiring, supervising and training staff. This individual's annual salary is $26,596.00 and will be covered for the 12 months of the contract.

   Program Coordinator will spend 100% of their time providing direct service to the participants (describe services). This individual's annual salary is and will be covered for the 12 months of the contract totaling $22,000.00.

   Program Assistant is a part-time assistant which will provide (describe services). This individual's annual salary is $10.00 per hour for 20 hours a week for 34 weeks of the contract year totaling $6,800.00.

   B. Fringes Benefits – **Total: $18,629.00**
   FICA will be paid for all salaries: $55,396.00 x .0765 = $4237.79.
   Unemployment cost is $31,722.00 x 3 x .03 = $2,855.00.
   Retirement for full-time employees: $48,596.00 x .06 = $2,916.00.
   Health Insurance cost for full-time employees is the following:
   Director: $357 x 12 months = $4,284.00.
   Coordinator: $365 x 12 months = $4,380.00.

2. Operating Expenses
   A. Travel – **Total: $1,689.00**
   The staff is expected to travel around the county/State to visit sites, attend meetings and trainings/conferences, meet with county partners, visit families etc. The agency reimbursable rate is 0.445 and not the Federal rate of 0.585.

   Program Director 300 miles x 0.445 = $134; Daily Subsistence $91.75 x 5 days = $458.75; Total $593.00.
   Program Coordinator 200 miles x 0.445 = $89; Daily Subsistence $91.75 x 5 days = $458.75; Total $548.00.
   Program Assistant 200 miles x 0.445 = $89; Daily subsistence $91.75 x 5 days = $458.75; Total $548.00

   B. Equipment Purchases – **Total: $1,200.00**
   One computer package including printer, scanner, and Word Programs will be purchased. The computer will be based in the administrative office and will be used to develop and maintain client databases in addition to performing administrative work connected to this program.

ATTACHMENT 5

COUNTY OF SOLANO

REQUEST FOR PROPOSALS (RFP) NO. 948-0114-21

COMPREHENSIVE CORRECTIONAL MEDICAL SERVICES

QUESTIONS AND ANSWERS FORM

Any questions regarding this solicitation shall be submitted according to the process outlined below and as specified in the solicitation document. The county's response to questions will be as specified in the solicitation documents.

1. Submit questions or concerns on the form provided.
2. State your question(s) in the table and reference the section of the solicitation (if applicable).
3. Submit the form (**Microsoft word only**) via email to RFP coordinator by email at MFAtmar@solanocounty.com or submit via Bonfire Hub.
4. Please contact the coordinator with any questions regarding this process, preferably via email.

QUESTIONS AND ANSWER

NO.	REFERENCE SECTION OF SOLICITATION	QUESTIONS / COMMENTS	COUNTY RESPONSE (FOR COUNTY USE ONLY)

Company/Firm Name					
Address				Zip:	
Contact Name					
Email			Phone		
Fax		Signature			

ATTACHMENT 6

COUNTY OF SOLANO
REQUEST FOR PROPOSALS (RFP) NO. 948-0114-21
COMPREHENSIVE CORRECTIONAL MEDICAL SERVICES

AGENCY REFERENCE FORM

Supply Three (3) References of Government Agencies and/or Firms for whom Bidder has provided similar Services during the last three (3) years:

LIST OF REFERENCES

1. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service:	
Dates(S) When Service Provided	
2. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service	
Dates(S) When Service Provided	
3. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Description Of Service	
Dates(S) When Service Provided	

Signature and acknowledgment by signing below, I certify that I am authorized by the company named above to respond to this request**.**

Company/Firm Name					
Address				Zip:	
Contact Name					
Email			Phone		
Fax		Signature			

ATTACHMENT 7

COUNTY OF SOLANO
REQUEST FOR PROPOSALS (RFP) NO. 948-0114-21
COMPREHENSIVE CORRECTIONAL MEDICAL SERVICES

KEY TEAM MEMBERS REFERENCE FORM

Please provide below information for each key team member proposed in your proposal:

Key Team Member Name:	
1. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service:	
Dates(S) When Service Provided	
2. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service	
Dates(S) When Service Provided	
3. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Description of Service	
Dates(S) When Service Provided	

Signature and acknowledgment by signing below, I certify that I am authorized by the company named above to respond to this request**.**

Company/Firm Name					
Address				Zip:	
Contact Name					
Email			Phone		
Fax		Signature			

COUNTY OF SOLANO
REQUEST FOR PROPOSALS (RFP) NO. 948-0114-21
COMPREHENSIVE CORRECTIONAL MEDICAL SERVICES

NON-COLLUSION DECLARATION PURSUANT TO PUBLIC CONTRACT CODE SEC. 7106

The undersigned declares: I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed by:

SIGNATURE AND ACKNOWLEDGMENT

Company/Firm Name					
Address				Zip:	
Contact Name					
Email			Phone		
Fax		Signature			

ATTACHMENT 9

COUNTY OF SOLANO
REQUEST FOR PROPOSALS (RFP) NO. 948-0114-21
COMPREHENSIVE CORRECTIONAL MEDICAL SERVICES

CERTIFICATION OF COMPLIANCE

CERTIFICATION:
The bidder does hereby make certification and assurance of the Proposer's compliance with:

a) The laws of the County of Solano:
http://www.codepublishing.com/CA/SolanoCounty/

b) Title VI of the federal Civil Rights Act of 1964:
https://www.justice.gov/crt/fcs/TitleVI-Overview

c) Title IX of the federal Education Amendments Act of 1972:
https://www.justice.gov/crt/title-ix-education-amendments-1972

d) The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government:
https://www.justice.gov/jmd/hr-order-doj12001-part-4-equal-employment-opportunity

e) The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government:
https://www.ada.gov/pubs/adastatute08.htm

f) All contract employees performing services and/or work as a result of this solicitation must have documented legal authority to work in the United States of America,
g) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
h) the condition that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this SOLICITATION.

READ AND ACKNOWLEDGE ON THE ATTACHMENT 2, SIGNATURE PAGE.

COUNTY OF SOLANO
REQUEST FOR PROPOSALS (RFP) NO. 948-0114-21
COMPREHENSIVE CORRECTIONAL MEDICAL SERVICES

SOLANO COUNTY RESERVATIONS

COUNTY OF SOLANO HEREBY RESERVES THE FOLLOWING RIGHTS:

The County of Solano reserves the right to make an award in whole or in part or any varying combination of the following requirements that will be in the best interest of the County, and not necessarily to the lowest Contractor. The intended bid award will be determined to be the most professionally and technically able to render services and perform associated work in support of the department to fulfill all contract requirements.

Right of Rejection

1. The County reserves the right to reject any and all bids, or to cancel this SOLICITATION in part or in its entirety.

2. The County reserves the right to waive any variances in proposals provided such action is in the best interest of the County.

3. The County reserves the right to amend this SOLICITATION at any time. The County also reserves the right to cancel or reissue the SOLICITATION at its sole discretion.

4. Any bid received which does not meet the requirements of this SOLICITATION, may be considered to be non-responsive, and may be rejected. The County may reject any bid that does not comply with all of the terms, conditions, and performance requirements of this SOLICITATION.

5. To cancel any award and re-solicit bids for services herein specified due to the increased or added costs, if in its opinion increased prices are greater than those of the general market.

6. To cancel any award and re-solicit bids in the event services cannot commence with ten (10) days after the specified date for start of work.

7. To reject any and all proposals considered not to be in the best interest of the County.

8. To waive any and all minor irregularities in bids.

9. To reduce or increase any specification, in whole or in part due to changes in budget allocations.

READ AND ACKNOWLEDGE ON THE ATTACHMENT 2, SIGNATURE PAGE.

COUNTY OF SOLANO
REQUEST FOR PROPOSALS (RFP) NO. 948-0114-21
COMPREHENSIVE CORRECTIONAL MEDICAL SERVICES

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

COMPANY / ORGANIZATION NAME	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named 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, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

FEDERAL TAX I.D. NUMBER	

SIGNATURE AND ACKNOWLEDGMENT

Company/Firm Name					
Address				Zip:	
Contact Name					
Email			Phone		
Fax		Signature			

ATTACHMENT 12

COUNTY OF SOLANO
REQUEST FOR PROPOSALS (RFP) NO. 948-0114-21
COMPREHENSIVE CORRECTIONAL MEDICAL SERVICES

PROPOSING FIRM'S DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

Describe all ongoing and past civil and criminal proceedings within the last 10 years. Indicate the status of current proceeding and the outcome of closed or completed actions. Also, describe, if any, how the outcome of actions impacted company business operations.

Note: if no civil and criminal proceedings within the last 10 years, indicate here and return this attachment with your proposal.

SIGNATURE AND ACKNOWLEDGMENT

Company/Firm Name					
Address				Zip:	
Contact Name					
Email			Phone		
Fax		Signature			

COUNTY OF SOLANO
REQUEST FOR PROPOSALS (RFP) NO. 948-0114-21
COMPREHENSIVE CORRECTIONAL MEDICAL SERVICES

DEBARMENT CERTIFICATION FORM

I, _____, by submitting a bid/offer/proposal/quote to the County of Solano, under penalty of perjury, hereby certify that the Prospective Contractor and/or its officers, directors, and employees:

(i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program;
(ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and
(iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in contractor being excluded from participation in federally funded programs.

This representation shall be an ongoing representation during the term of any contract awarded to the Prospective Contractor. If awarded a contract, Prospective Contractor hereby commits to immediately notify the County of any change in the status of the representations set forth in this Form.

Prospective Contractor authorizes the County to independently verify its suspension and debarment status.

Prospective Contractors are cautioned that making a false certification may subject the certifier to criminal prosecution or administrative sanctions.

SIGNATURE AND ACKNOWLEDGMENT

Company/Firm Name					
Address				Zip:	
Contact Name					
Email			Phone		
Fax		Signature			

COUNTY OF SOLANO
REQUEST FOR PROPOSALS (RFP) NO. 948-0114-21
COMPREHENSIVE CORRECTIONAL MEDICAL SERVICES

CHECK LIST

This Checklist is not comprehensive. it is the proposer's responsibility to ensure compliance with all requirements of this solicitation.	**indicate by initialing**
Cover letter submitted in letterhead, contain signature, address and validity period	
Table of contents not exceed 1 page	
Organization overview not to exceed 2 pages	
Proposal formatted as per solicitation requirement	
Proposal number of page does not exceed the limit	
All attachments required by this Solicitation, are included	
All exhibits required by this Solicitation, are included	
A complete package of technical proposal as required is provided	
A complete cost proposal, pricing list and budget (as required) included	
Contains budget, budget line time and budget narrative	
Amendment documents if exist, is/are included	
Any other documents if attached (specify)	
If any, were objections to the County contract submitted on Exhibit I during the period for questions and comments, as detailed in the Solicitation Schedule of Events. The County reserves the right to reject any qualifications or objections to the contract if included in proposer's submittal, if not identified and submitted to the county on Exhibit I. the county responded to Exhibit I inquiries via an amendment to this solicitation document	

SIGNATURE AND ACKNOWLEDGMENT

Company/Firm Name					
Address				Zip:	
Contact Name					
Email			Phone		
Fax		Signature			

EXHIBIT I

COUNTY STANDARD CONTRACT

The *Standard* contract (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

[County Standard Contract on Next Page]

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

CONTRACTOR'S NAME | BUSINESS FORM

The Term of this Contract is:

The maximum amount of this Contract is:

$

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 _____, 2018.

CONTRACTOR	**COUNTY OF SOLANO**
CONTRACTOR'S NAME:	AUTHORIZED SIGNATURE _____
SIGNATURE:	TITLE _____
_____ PRINTED NAME AND TITLE	ADDRESS _____ CITY STATE ZIP CODE
_____ ADDRESS _____ CITY STATE ZIP CODE	Approved as to Content: _____ DEPARTMENT HEAD OR DESIGNEE Approved as to Form: _____ COUNTY COUNSEL

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

Rev. 01/22/18

EXHIBIT A

SCOPE OF WORK

[Actual scope of work to be negotiated upon contract award.]

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

[Actual Budget and Payment Plan to be negotiated upon contract award.]

1. **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 fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

The County offers direct deposit for invoice payment. To enroll in the program, copy and paste the following hyper-link into your internet browser.

http://www.solanocounty.com/depts/auditor/electronic_payment_to_vendor_(ach).asp

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 any 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 for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

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

3. TIME OF PERFORMANCE

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

4. TERMINATION

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

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

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

5. SIGNATURE AUTHORITY

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

6. REPRESENTATIONS

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

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

7. INSURANCE

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

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance
Contractor must maintain limits no less than:

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

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

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

(2) Professional Liability: **$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

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

F. Deductibles and Self-Insured Retentions

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

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

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

G. Other Insurance Provisions

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

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

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

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

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

8. BEST EFFORTS

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

9. DEFAULT

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

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

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

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

10. INDEMNIFICATION

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

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for

damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

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

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

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

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

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

13. COMPLIANCE WITH LAW

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

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

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

14. CONFIDENTIALITY

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

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

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

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

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

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

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

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

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

19. INSPECTION

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

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

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

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

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

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

(1) Cancel this Contract; or,

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

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

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

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

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

33. PRICING

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

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

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

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

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

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

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

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

36. EXECUTION IN COUNTERPARTS

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

37. LOCAL EMPLOYMENT POLICY

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

38. ENTIRE CONTRACT

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. 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 (contract amount)

2. TERMINATION

A. Notwithstanding Section 4 in Exhibit C, this Contract may be terminated by County or Contractor, at any time, with good cause, upon **30** days written notice from one to the other.

3. ADDITIONAL INSURANCE

(1) Errors and Omissions insurance against loss due to negligent acts, errors and/or omissions, in an amount no less than one million dollars ($1,000,000) combined single limit per claim and in the aggregate. The policy shall be written on an occurrence form or shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.

(2) Professional malpractice insurance of all activities of Contractor (and its subcontractors) arising out of or in connection with this Contract in an amount no less than one million dollars ($1,000,000) combined single limit for each occurrence. The policy shall be written on an occurrence form or shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.

4. SPECIAL RESPONSIBILITIES OF CONTRACTOR

(1) Submit verification of non-profit status, if a requirement for the award of this Contract:

(2) ***Provide an audit report, including a management letter, to County annually;***

(3) Conduct an audit, at Contractor's expense, according to the requirements of OMB Circular A-133, which identifies all funds granted, received, disbursed and expended, and provide the audit to County within 30 days of completion;

(4) Provide an unaudited statement of revenue and expenditures to County within thirty (30) days of completion of the project if funds awarded to Contractor are $100,000 or less;

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

5. DRUG FREE WORKPLACE

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

6. CHILD/ADULT ABUSE

Contractor shall execute the form attached as Exhibit " D-2 and D-3 ".

7. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

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.

8. CHANGES AND AMENDMENTS

Amendments that are not State approved vendor agreement amendments shall be submitted to the State for prior approval at least 30 days before the effective date of any proposed changes governing compensation, services or term.

9. 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 Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.

10. EARLIER DEFAULT

Services provided under this Contract are of a time-sensitive nature. Accordingly, notwithstanding the requirements of Section 10 in Exhibit D, the time period for notifying Contractor of default shall be ____ days. If Contractor fails to cure a default within ___ days after notification, or if the default requires more than __ days to cure and Contractor fails to commence to cure the default within __ days after notification, then Contractor's failure shall terminate this Contract.

11. INDEMNIFICATION FOR PHYSICIANS

Pursuant to Government Code section 800 et seq., County shall indemnify Contractor against all claims, losses and damages arising out of Contractor's performance to the extent that Contractor would be entitled to indemnification if Contractor were a County employee. County may indemnify either by self-insuring or by purchasing insurance for such purpose.

12. CONFIDENTIAL RECORDS

Contractor acknowledges that any information generated, received or disseminated pursuant to its performance under this Contract is confidential and shall not be disclosed in any manner unless authorized by law. Furthermore, Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code sections applicable to the subject of this Contract, particularly, sections 10850 and 11478.1 and will abide by its requirements.

13. FEDERAL/STATE HEALTH CARE PROGRAMS

Contractor shall execute Exhibit " " for services which may be reimbursed by Federal or State Health Care Programs (including, but not limited to, Medicare, MediCal and Grants), when such services are either provided on Solano County premises or for which County may seek reimbursement from Federal or State Health Care Programs or grants.

EXHIBIT D-1

SOLANO COUNTY
DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

COMPANY/ORGANIZATION NAME

The contractor or grant recipient named above certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. The above-named 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, the official named below, swear that I am duly authorized legally to bind the contractor or grant recipient 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.

Contractor or Grant Recipient Signature

Date

Official's Name (type or print)

Title

Federal Tax I.D. Number

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.

Thereof, 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.

Name:_____

Title:_____

Date:_____

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

"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.

Name: _____ Signature: _____

Title: _____ Date: _____

Supervisor's Name: _____ Signature: _____

SOLANO COUNTY

HIPAA CONTRACTOR AGREEMENT

(Contractor Name)

This Exhibit shall constitute the Business Associate Agreement (the "Agreement") between the County of Solano (the "County") and the Contractor or grant recipient (the "Contractor") and applies to the functions Contractor will perform on behalf of the County (collectively, "Services"), that is identified in Exhibit A, Scope of Work.

A County wishes to disclose certain information to Contractor pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).

B County and its Contractor acknowledge that Contractor is subject to the Privacy and Security Rules (45 CFR parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act), in certain aspects of its operations performed on behalf of the County.

C As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require County to enter into an Agreement containing specific requirements with Contractor prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

I. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR parts 160 and 164.

1. **Breach** means the same as defined under the HITECH Act [42 U.S.C. section 17921].

2. **Contractor** means the same as defined under the Privacy Rule, the Security rule, and the HITECH Act, including, but not limited to, 42 U.S.C. section 17938 and 45 C.F.R. § 160.103.

3. **Breach of the Security of the Information System** means the unauthorized acquisition, including, but not limited to, access to, use, disclosure, modification or destruction, of unencrypted computerized data that materially compromises the security, confidentiality, or integrity of personal information maintained by or on behalf of the County. Good faith acquisition of personal information by an employee or agent of the information holder for the purposes of the information holder is not a breach of the security of the system; provided, that the personal information is not used or subject to further unauthorized disclosure.

4. **Commercial Use** means obtaining protected health information with the intent to sell, transfer or use it for commercial, or personal gain, or malicious harm; sale to third party for consumption, resale, or processing for resale; application or conversion of data to make a profit or obtain a benefit contrary to the intent of this Agreement.

5. **Covered Entity means the same as defined** under the Privacy Rule and the Security rule, including, but not limited to, 45 C.F.R. § 160.103.

6. **Designated Record Set means the same as defined** in 45 C.F.R. § 164.501.

7. **Electronic Protected Health Information (ePHI) means the same as defined** in 45 C.F.R. § 160.103.

8. **Electronic Health Record means the same as defined** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. § 17921.

9. **Encryption** means the process using publicly known algorithms to convert plain text and other data into a form intended to protect the data from being able to be converted back to the original plain text by known technological means.

10. **Health Care Operations means the same as defined** in 45 C.F.R. § 164.501.

11. **Individual means the same as defined** in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

12. **Marketing means the same as defined** under 45 CFR § 164.501 and the act or process of promoting, selling, leasing or licensing any patient information or data for profit without the express written permission of County.

13. **Privacy Officer means the same as defined** in 45 C.F.R. § 164.530(a)(1). The Privacy Officer is the official designated by a County or Contractor to be responsible for compliance with HIPAA/HITECH regulations.

14. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and t 164, subparts A and E.

15. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. §§ 160.103 and 164.501].

16. **Required By Law means the same as defined** in 45 CFR § 164.103.

17. **Security Rule** means the HIPAA Regulation that is codified at 45 C.F.R. parts 160 and 164, subparts A and C.

18. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

19. **Security Event** means an immediately reportable subset of security incidents which incident would include:

    a. a suspected penetration of Contractor's information system of which the Contractor becomes aware of but for which it is not able to verify immediately upon becoming aware of the suspected incident that PHI was not accessed, stolen, used, disclosed, modified, or destroyed;

    b. any indication, evidence, or other security documentation that the Contractor's network resources, including, but not limited to, software, network routers, firewalls, database and application servers, intrusion detection systems or other security appliances, may have been damaged, modified, taken over by proxy, or otherwise compromised, for which Contractor cannot refute the indication of the time the Contractor became aware of such indication;

    c. a breach of the security of the Contractor's information system(s) by unauthorized acquisition, including, but not limited to, access to or use, disclosure, modification or destruction, of unencrypted computerized data and which incident materially compromises the security, confidentiality, or integrity of the PHI; and or,

d. the unauthorized acquisition, including but not limited to access to or use, disclosure, modification or destruction, of unencrypted PHI or other confidential information of the County by an employee or authorized user of Contractor's system(s) which materially compromises the security, confidentiality, or integrity of PHI or other confidential information of the County.

If data acquired (including but not limited to access to or use, disclosure, modification or destruction of such data) is in encrypted format but the decryption key which would allow the decoding of the data is also taken, the parties shall treat the acquisition as a breach for purposes of determining appropriate response.

20. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160 and 164, subparts A and C.

21. **Unsecured PHI** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. section 17932(h).

II. OBLIGATIONS OF CONTRACTOR

1. Compliance with the Privacy Rule: Contractor agrees to fully comply with the requirements under the Privacy Rule applicable to "Business Associates" as defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this agreement or as required by law.

2. Compliance with the Security Rule: Contractor agrees to fully comply with the requirements under the Security Rule applicable to "Business Associates" as defined in the Security Rule.

3. Compliance with the HITECH Act: Contractor hereby acknowledges and agrees it will comply with the HITECH provisions as proscribed in the HITECH Act.

III. USES AND DISCLOSURES

Contractor shall not use Protected Health Information except for the purpose of performing Contractor's obligations under the Contract and as permitted by the Contract and this Agreement. Further, Contractor shall not use Protected Health Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by County.

1. Contractor may use Protected Health Information:

   a. For functions, activities, and services for or on the Covered Entities' behalf for purposes specified in the Contract and this Agreement.

   b. As authorized for Contractor's management, administrative or legal responsibilities as a Contractor of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;

   c. As required by law.

   d. To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).

   e. To report violations of law to appropriate Federal and State authorities, consistent with CFR § 164.502(j)(1).

2. Any use of Protected Health Information by Contractor, its agents, or subcontractors, other than those purposes of the Agreement, shall require the express written authorization by the County and a Business Associate Agreement or amendment as necessary.

3. Contractor shall not disclose Protect Health Information to a health plan for payment or health care operations if the patient has requested this restriction and has paid out of pocket in full for the health care item or service to which the Protected Health information relates.

4. Contractor shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by the County to Contractor for services provided pursuant to the Contract.

5. Contractor shall not use or disclosed Protected Health Information for prohibited activities including, but not limited to, marketing or fundraising purposes.

6. Contractor agrees to adequately and properly maintain all Protected Health Information received from, or created, on behalf of County.

7. If Contractor discloses Protected Health Information to a third party, Contractor must obtain, prior to making any such disclosure, i) reasonable written assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify Contractor of any breaches of confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach [42 U.S.C. section 17932; 45 C.F.R. §§ 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

IV. MINIMUM NECESSARY

Contractor (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Health necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. section 17935(b); 45 C.F.R. § 164.514(d)(3)]. Contractor understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

V. APPROPRIATE SAFEGUARDS

1. Contractor shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Health Information otherwise than as permitted by this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Health Information in accordance with 45 C.F.R. §§ 164.308, 164.310, and 164.312. [45 C.F.R. § 164.504(e)(2)(ii)(B); 45 C.F.R. § 164.308(b)]. Contractor shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. § 164.316. [42 U.S.C. section 17931].
2. Contractor agrees to comply with Subpart 45 CFR part 164 with respect to Electronic Protected Health Information (ePHI). Contractor must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with the National Institute of Standards Technology (NIST) Standards and Federal Information Processing Standards (FIPS) as applicable.

3. Contractor agrees that destruction of Protected Health Information on paper, film, or other hard copy media must involve either cross cut shredding or otherwise destroying the Protected Health Information so that it cannot be read or reconstructed.

4. Should any employee or subcontractor of Contractor have direct, authorized access to computer systems of the County that contain Protected Health Information, Contractor shall immediately notify County of any change of such personnel (e.g. employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for County to disable previously authorized access.

VI. AGENT AND SUBCONTRACTOR'S OF CONTRACTOR

1. Contractor shall ensure that any agents and subcontractors to whom it provides Protected Health Information, agree in writing to the same restrictions and conditions that apply to Contractor with respect to such PHI and implement the safeguards required with respect to Electronic PHI [45 C.F.R. § 164.504(e)(2)(ii)(D) and 45 C.F.R. § 164.308(b)].
2. Contractor shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. §§ 164.530(f) and 164.530(e)(l)).

VII. ACCESS TO PROTECTED HEALTH INFORMATION

1. If Contractor receives Protected Health Information from the County in a Designated Record Set, Contractor agrees to provide access to Protected Health Information in a Designated Record Set to the County in order to meet its requirements under 45 C.F.R. § 164.524.
2. Contractor shall make Protected Health Information maintained by Contractor or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within five (5) days of a request by County to enable County to fulfill its obligations under state law, [Health and Safety Code section 123110] the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524 [45 C.F.R. § 164.504(e)(2)(ii)(E)]. If Contractor maintains an Electronic Health Record, Contractor shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. section 17935(e).

3. If Contractor receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Contractor, Contractor will provide the requested copies to the individual in a timely manner. If Contractor receives a request for Protected Health Information not in its possession and in the possession of the County, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Contractor shall promptly forward the request to the County. Contractor shall then assist County as necessary in responding to the request in a timely manner. If a Contractor provides copies of Protected Health Information to the individual, it may charge a reasonable fee for the copies as the regulations shall permit.

4. Contractor shall provide copies of HIPAA Privacy and Security Training records and HIPAA policies and procedures within five (5) calendar days upon request from the County.

VIII. AMENDMENT OF PROTECTED HEALTH INFORMATION

Upon receipt of notice from County, promptly amend or permit the County access to amend any portion of Protected Health Information in the designated record set which Contractor created for or received from the County so that the county may meet its amendment obligations under 45 CFR § 164.526. If any individual requests an amendment of Protected Information directly from Contractor or its agents or subcontractors, Contractor must notify the County in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Contractor or its agents or subcontractors shall be the responsibility of the County [45 C.F.R. § 164.504(e)(2)(ii)(F)].

IX. ACCOUNTING OF DISCLOSURES

1. At the request of the County, and in the time and manner designed by the County, Contractor and its agents or subcontractors shall make available to the County, the information required to provide an accounting of disclosures to enable the County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and the HITECH Act, including but not limited to 42 U.S.C. § 17935. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by the Contractor and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained

for only three (3) years prior to the request, and only to the extent that Contractor maintains an electronic health record and is subject to this requirement.

2. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
3. In the event that the request for an accounting is delivered directly to Contractor or its agents or subcontractors, Contractor shall forward within five (5) calendar days a written copy of the request to the County. It shall be the County's responsibility to prepare and deliver any such accounting requested. Contractor shall not disclose any Protected Information except as set forth in this Agreement [45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this paragraph shall survive the termination of this Agreement.

X. GOVERNMENTAL ACCESS TO RECORDS

Contractor shall make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the Secretary of the U.S. Department of Health and Human for purposes of determining Contractors compliance with the Privacy rule [45 C.F.R. § 164.504(e)(2)(ii)(H)]. Contractor shall provide to the County a copy of any Protected Health Information that Contractor provides to the Secretary concurrently with providing such Protected Information to the Secretary.

XI. CERTIFICATION

To the extent that the County determines that such examination is necessary to comply with the Contractor's legal obligations pursuant to HIPAA relating to certification of its security practices, County, or its authorized agents or contractors may, at the County's expense, examine Contractor's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to County the extent to which Contractor's security safeguards comply with HIPAA Regulations, the HITECH Act, or this Agreement.

XII. BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

1. In the case of a breach of unsecured Protected Health Information, Contractor shall comply with the applicable provisions of 42 U.S.C. § 17932 and 45 C.F.R. part 164, subpart D, including but not limited to 45 C.F.R. § 164.410.

2. Contractor agrees to notify County of any access, use or disclosure of Protected Health Information not permitted or provided for by this Agreement of which it becomes aware, including any breach as required in 45 45 C.F.R. § 164.410. or security incident immediately upon discovery by telephone at 707-784-2962 and Riskdepartment@solanocounty.com or 707-784-3199 and will include, to the extent possible, the identification of each Individual whose unsecured Protect Health Information has been, or is reasonably believed by the Contractor to have been accessed, acquired, used, or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of the occurrence, and a description of any remedial action taken or proposed to be taken by Contractor. Contractor will also provide to County any other available information that the Covered entity requests.

3. A breach or unauthorized access, use or disclosure shall be treated as discovered by the Contractor on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably

have been known, to the Contractor or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Contractor.

4. Contractor shall mitigate, to the extent practicable, any harmful effect that results from a breach, security incident, or unauthorized access, use or disclosure of unsecured Protected Health Information by Contractor or its employees, officers, subcontractors, agents or representatives.

5. Following a breach, security incident, or any unauthorized access, use or disclosure of unsecured Protected Health Information, Contractor agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make all documentation available to the County.

6. Except as provided by law, Contractor agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Projected Health Information without obtaining the County's prior written consent. County hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice. When applicable law requires the breach to be reported to a federal or state agency or that notice be given to media outlets, Contractor shall cooperate with and coordinate with County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.

7. Contractor acknowledges that it is required to comply with the referenced rules and regulations and that Contractor (including its subcontractors) may be held liable and subject to penalties for failure to comply.

8. In meeting its obligations under this Agreement, it is understood that Contractor is not acting as the County's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Contractor is at all times acting an independent contractor in providing services pursuant to this Agreement and Exhibit A, Scope of Work.

XIII. TERMINATION OF AGREEMENT

1. Upon termination of this Agreement for any reason, Contractor shall return or destroy, at County's sole discretion, all other Protected Health Information received from the County, or created or received by Contractor on behalf of the County.

2. Contractor will retain no copies of Protected Health Information P in possession of subcontractors or agents of Contractor.

3. `Contractor shall provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the Protected Health Information is not feasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further use and disclosures of such Protected Health Information for so long as the Contractor or any of its agents or subcontractor maintains such information.

4. Contractor agrees to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of Protected Health Information.

5. Contractor agrees to retain records, minus any Protected Health Information required to be returned by the above section, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

CERTIFICATION

I, the official named below, certify that I am duly authorized legally to bind the Contractor or grant recipient to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of the State of California.

Contractor or Grant Recipient Signature Date

Official's Name (type or print)

Title Federal Tax ID Number

EXHIBIT D-5

AFFIRMATION OF UNDERSTANDING

Solano County Sheriff's Office, employees, volunteers and contract workers SHALL:
Respect the dignity of each person and refrain from profane, callous, or degrading remarks.
Maintain an ethical demeanor with all inmates in custody and perform assigned duties in a mature and professional manner.
Be firm, impartial, and resolute in requiring compliance with all departmental rules and regulations.
Notify the Facility Commander by Memo as soon as you become aware that a close friend, significant other, or family members is incarcerated in the Solano County Jail.
Keep all inmates and prisoners safe and treat them humanely.

Solano County Sheriff's Office, employees, volunteers and contract workers SHALL NOT:
Prejudge the guilt or innocence of any inmate or prisoner.
Conduct yourself in any manner that promotes the development or continuation of an emotional relationship with any inmate, their lives, or conditions of the arrest, except as required in the course of official employment or duties.
Deliver any message or article to, from, or for any inmate unless in the performance of official established duties or as directed by a supervisor.
Discuss job performance or confidential departmental business directly with an inmate or prisoner, or where either can overhear such conversations.
Criticize the Sheriff's Office, or the actions of any member of the office, in the presence of any inmate, or prisoner or where such conversation can be overheard.
Discuss personal business about yourself or the personal business of other employees with any inmate or prisoner.
Purchase article from any inmate.
Sell any personal article to any inmate.
Borrow money or articles from any inmate.
Loan money or personal articles to any inmate.
Accept any gift from any inmate.
Offer any gift to any inmate.
Place money on the books of any relative or significant other inmate without the prior knowledge and documented approval of the Facility Commander. This is required for each incident of deposit.

Solano County Sheriff's Office, employees, volunteers and contract workers SHALL immediately report to a supervisor any attempts by inmates to purchase, sell, loan, borrow, or give any money or articles to them or any other staff member.

Solano County Sheriff's Office, employees, volunteers and contract workers of Solano County SHALL immediately report to a supervisor any complaints by an inmate about a member or volunteer.

Nothing in this statement shall be construed to prohibit the normal course of business in the operation of the Solano County Sheriff's Office nor prohibit conversations with inmates or prisoners in any official capacity.

I have read and discussed the above statement with the witnessing official and agree to abide by the rules and conditions of conduct as set forth on this document.

Signature_____Date_____

Print Name_____