

**DEPARTMENT OF GENERAL SERVICES**

Central Services Division

MEGAN M. GREVE  
Director  
[MMGreve@SolanoCounty.com](mailto:MMGreve@SolanoCounty.com)  
(707) 784-7900

DUSTIN D. LENO  
Assistant Director  
[ddlno@solanocounty.com](mailto:ddlno@solanocounty.com)



LORRAINE TANG  
Support Services Manager  
[lctang@solanocounty.com](mailto:lctang@solanocounty.com)  
(707) 784-3426

675 Texas Street, Suite 2500  
Fairfield, CA 94533-6342  
Fax (707) 784-6320  
[www.solanocounty.com](http://www.solanocounty.com)

**REQUEST FOR QUALIFICATION (RFQ)  
NUMBER: 952-0216-23  
FOR  
INNOVATIVE MODELS OF CARE**

**RELEASE DATE: FEBRUARY 16, 2023  
RESPONSE DUE: APRIL 13, 2023 5:00 PM, PDT**

SUBMIT SOQ TO:	RFQ COORDINATOR
Solano County digitally via Bonfire E-Procurement Platform Solano County Portal website at <a href="https://solanocounty.bonfirehub.com">https://solanocounty.bonfirehub.com</a>	Nes Despabiladeras, Buyer Phone: 707-784-6322 <a href="mailto:nadespabiladeras@solanocounty.com">nadespabiladeras@solanocounty.com</a>

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](http://www.solanocounty.com) . Include the application with your proposal. The County will post any changes and information relating to this RFQ 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 RFQ.**

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## 1.0. INTRODUCTION

The purpose of this Request for Qualifications (RFQ) is to define the County's minimum requirements, solicit Statements of Qualification (SOQ), and gain adequate information by which the County may evaluate the services offered by responding agencies.

The County of Solano, Department of Health and Social Services hereinafter referred to as the County or H&SS, is seeking SOQs and intends to establish a list of qualified agencies that can provide innovative models of care to meet placement needs of youth in foster care. The County reserves the right to retain a "pool" of agencies on contract. Each agency in the pool is determined through this RFQ process.

Throughout this RFQ, the term "selected consultant" refers to the agency or agencies selected by the County to perform services under this solicitation. The term "proposer" refers to the individual or entity that submits a SOQ in response to this RFQ. The terms "response(s)", "submittal(s)", "proposal(s)" or "SOQ(s)" refers to the documents responding agencies submit in response to this solicitation for consideration by the County.

## 2.0. BACKGROUND

The County provides numerous services to the residents of Solano County. It has many divisions including Administration, Behavioral Health, Child Welfare Services (CWS), Employment and Eligibility Services, Public Health Services, and Medical Services.

In Child Welfare Services, the mission is to protect children from abuse and neglect by strengthening families or finding safe, permanent homes so that they can grow into healthy, productive adults. Child Welfare Services includes Hotline, Emergency Response 24/7 Services, Intensive Family Maintenance and Family Reunification Services, Permanent Placement Services, Supportive Transition Services, and Adoption Services.

Child Welfare Services is a state-supervised, County-administered program. The program's purpose is to prevent, identify, and respond to allegations of child abuse and neglect. Families in the child welfare system receive services so that children can remain safely in their homes, and children who are temporarily removed from their homes can reunify with their families. For cases in which children are unable to reunify with their families, efforts are made to find a permanent home through adoption or guardianship.

The County is interested in building our Continuum of Care to ensure that all youth have access to placements that meet their specific physical, social, behavioral, and emotional needs. As of October 26, 2022, there were approximately 19 youth placed in Short Term Residential Therapeutic Programs (STRTPs). While a majority of these youth are successful in these programs, there are youth whose needs are not adequately addressed under the current STRTP model. As such, said youth struggle with placement stability and ultimately the provision of supportive services to assist them in reaching permanency. The County is seeking an Innovative Model of Care (IMC) to successfully address the needs of these youth while in a stable, trauma-informed placement.

Per [State of California Department of Social Services Executive Summary – All County Letter NO. 22-21](#) an IMC is an innovative county-designed AFDC-FC program or model of care and services, developed to address the complex needs of a unique population of children or Non-Minor Dependents (NMDs) or a specific child or NMD. County Welfare or Probation departments have flexibility to develop a proposal and implement an IMC that utilizes county homes, that partners with a Foster Family Agency (FFA) or Short-Term Residential Therapeutic Program (STRTP). An IMC may also be developed and implemented to serve specific children or NMDs placed with relatives, Non-Relative Extended Family Members

(NREFMs), foster family homes, resource families (RFs), including FFAs with intensive services foster care (ISFC), RFs, or STRTPs. Examples of IMCs detailed in this ACL include ISFC Plus IMC models and STRTP of One IMC. However, counties and partnering agencies are able to utilize creativity to create an innovative model that best serves the youth in that county. Refer to this ACL for further information.

### **3.0. SCOPE OF SERVICE/ PROJECT**

The purpose of this RFQ is to establish a list of qualified agencies that can provide IMC to youth in the Solano County foster system. These services will be retained by the County via a contract on an “as needed” basis. As needs arise, agencies in the pool be will contacted and asked to provide services. The County reserves the right to issue other solicitations for IMC during the term of any agreement resulting from this solicitation.

The following is a list of services the County seeks to be provided as a result of this RFQ. Proposers should submit information responsive to each of the following items.

1. The County is seeking an IMC that shall serve eligible children or non-minor dependents in a home-based setting with an integrated program of specialized and intensive care, services and treatment as well as supervision and support from a resource parent who is available to meet the youth’s needs 24/7. The program shall serve the highest and most complex and unique needs that require intensive, integrated therapeutic services and supports to stabilize and allow for transition to a more permanent living situation.
  - Describe your agency’s model, and how you would ensure the above is provided
2. The IMC shall provide a plan to include core services and supports to the clients served and their families, as appropriate or necessary, that are trauma informed, culturally responsive, and age and developmentally appropriate.
  - Provide detailed information as to how your agency will provide the above
3. The IMC shall ensure youth receive intensive services for a timeframe that allows the youth to receive the necessary services to stabilize and be successful in the next home-based placement.
  - Provide information regarding the timeframe of services within your IMC.
  - How will your agency ensure the timeframe is flexible to meet the individual needs of the youth in your care?
4. It is essential that caregivers are prepared for the youth that may come into their homes and receive specialty training and support in order to provide Trauma Informed Care.
  - Provide detailed information regarding your agency’s recruitment strategies as well as training and support the caregivers receive, to include training on diversity, equity, and inclusion
5. Provide a detailed budget for implementation of your program or services. Explain how your program will utilize the budget and how your program maximizes federal funding by including existing AFDC-FC programs such as ISFC, STRTPs, Specialized Care Increments (SCIs), Wraparound Services, Level of Care rate determinations, Therapeutic Foster Care (TFC), Title XIX Specialty Mental Health Services and/or Regional Center services for an eligible child/NMD.

**4.0. CONTRACT DURATION AND FUNDING AVAILABILITY**

Contracts and their duration that result from this RFQ will be on a project-by-project basis. Awarded contract(s) will have a total combined budget estimated to be \$200,000 and will be awarded to the responsible respondent(s) whose SOQ is/are determined to be the most responsive to the requirements of this RFQ and offering the best value to the County, with an option to renegotiate or renew depending on satisfactory performance. The County reserves the right to not enter any contracts based on this RFQ if it finds that doing so is in its best interest. **Contracts must be fully** executed before services can begin. In addition, services cannot begin prior to the contracted start date.

Any contracts resulting from this RFQ will be a cost reimbursable contract, unless another methodology is requested in the proposal and accepted by Solano County during contract negotiations. Funding will be negotiated and allocated based on the proposal submitted, and reimbursement for the program/services will be based on actual costs incurred. All costs such as ersonnel, subcontractors, operating expenses and indirect costs must be reflected in the proposed budget.

The funding or portions of this funding for contract(s) resulting from this RFQ may be contingent upon the State budget; receipt of funds from and/or obligation of funds by the federal government to the State and from the State to the County; and inclusion of sufficient funding for the services hereunder in the budget approved by the County’s Board of Supervisors for each fiscal year covered by said contract(s). If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, the contract may be immediately terminated, reduced or modified without penalty.

**5.0. SCHEDULE OF EVENTS**

2/16/23	RFQ issued
3/16/23	Optional pre-proposal conference (via Microsoft Teams) 4:00-5:00pm PDT – Attendance, though not mandatory is highly recommended. <a href="#">Click here to join the meeting</a> Meeting ID: 297 335 402 234 Passcode: UUDYfK  For more details, email <a href="mailto:nadespabiladeras@solanocounty.com">nadespabiladeras@solanocounty.com</a>
3/17/23	Intent to Propose submitted
3/22/23	Questions concerning RFQ and project emailed to <a href="mailto:nadespabiladeras@solanocounty.com">nadespabiladeras@solanocounty.com</a> or submit digitally via Bonfire E-Procurement platform Solano County Portal at <a href="https://solanocounty.bonfirehub.com">https://solanocounty.bonfirehub.com</a> no later than 5:00 PM PST..
3/27/23	The County’s response to questions posted Bonfire E-procurement platform <a href="https://solanocounty.bonfirehub.com">https://solanocounty.bonfirehub.com</a>

4/13/23	An electronic submission of Proposals via Bonfire E-Procurement Platform Solano County Portal at <a href="https://solanocounty.bonfirehub.com">https://solanocounty.bonfirehub.com</a> are due no later than 5:00 p.m. Late submittals will not be accepted.
Week of 5/1/23	If required Interviews and Presentations
5/12/23	Notification of selected contractor
5/19/23	Contracting process
6/1/23	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 check the Bonfire E-Procurement Platform Solano County Portal website at <https://solanocounty.bonfirehub.com> for any updates related to this RFQ.

To subscribe with 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

## 6.0. INSTRUCTIONS TO RESPONDENTS

Please prepare your proposal in accordance with the following requirements.

- a. Statement of Qualification(s). The Statement of Qualification(s) (excluding the cover letter, resumes and a copy of the RFQ) may not exceed a total of 25 single-sided, 8.5" x 11", numbered pages. Number each page consecutively. A copy of the RFQ and resumes must be included in an appendix to the Statement of Qualification(s).
- b. Cover Letter. The Statement of Qualification(s) 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 (120)-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: Nes Despabiladeras, RFQ Coordinator

- c. Approach and Management Plan. This section shall provide the proposer's proposed approach and management plan for providing the services, addressing each item in Section 3. 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. Proposers also are to describe the organization's intended approach to collaboration and coordination with other organizations providing similar services in the County. This should include, but not necessarily be limited to, steps that would be taken to explore the potential for sharing resources and avoiding duplication of services.
- 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 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 May 1, 2023 and last for the duration of the agreed upon contract.
- 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.

- j. Budget. The budget should include the following:
- a. Personnel Costs must include positions, salary, and “FTE” (actual percentage of time devoted to the project) for each position. Salary and fringe benefits must be pro-rated for non-full-time employees if agency provides fringe benefits to part time employees. Salaries are fixed compensation for services performed by staff that are directly employed by the Proposer and are paid for on a regular basis. Employee benefits and employer payroll taxes include employer's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses. These expenses are allowable when they are included in the contract and are in accordance with the agency's approved written policies.
  - b. Salaries and Benefits of personnel involved in more than one program must be charged to each program based on the actual percentage of time spent on each program. The annualized actual percentage charged for a particular position (e.g., Project Director) cannot exceed the annual percentage approved in the award. Similarly, the dollar amount charged for a particular position also must not exceed the dollar amount in the approved award. Functional timesheets or an allocation plan must be maintained which support the time charged.
  - c. Operating Expenses are defined as necessary expenditures exclusive of personnel salaries, benefits and equipment. Such expenses include specific items directly charged to the project. The expenses must be program-related (i.e., to further the program objectives) and be incurred during the grant period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
  - d. Indirect costs are shared costs that cannot be directly assigned to a particular activity but are necessary to the operation of the Agency and the performance of the program. The costs of operating and maintaining facilities, accounting services and administrative salaries are examples of indirect costs. For this program, indirect costs cannot exceed 10% of the total of Salaries and Benefits, and



- k. 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.
- l. The Proposer's most recent independent audited financial statements for a fiscal year ended within the last 36 months.
- m. 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.
- n. 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.
- o. 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 and will not later be negotiable.
- p. Optional Pre-Response Conference: A pre-response conference is scheduled at the time and date set forth in the Schedule of Events and will be held virtually. The purpose of the conference is to provide an opportunity for potential responders to ask specific questions about the project and to request RFQ clarification. The County will entertain verbal questions asked at the conference; however, the potential responders will be required to submit all questions in writing after the conference for an official County response. The County response will be provided as an Amendment on the date and time listed in the schedule of events. Only written questions will be addressed with written responses, by way of amendment to this RFQ.
- q. 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 will be retained in the file unopened and will be considered disqualified. Please register with Bonfire as soon as possible for uninterrupted notification and access to County bid opportunities.

- r. **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 proposers 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, proposers 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](mailto:Purchasing@solanocounty.com) or (707) 784-6320.

**7.0. 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 RFQ. 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:

<b>CATEGORIES</b>	<b>MAXIMUM POINTS POSSIBLE</b>
General Qualifications and Experience	30
Scope of Work/Program Description <ul style="list-style-type: none"> <li>• Evaluation of the timeframe of services within your Innovative Model of Care.</li> <li>• Evaluation of agency’s plan to ensure the timeframe is flexible to meet the individual needs of the youth in its care</li> </ul>	30
Interview/Presentation/Demonstration	20
Budget <ul style="list-style-type: none"> <li>• Evaluation of Bidder utilization of budget</li> <li>• Evaluation of Bidder plan to control cost</li> </ul>	20
Total Possible Points	100

- 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.

## **8.0. 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 RFQ. 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 RFQ 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.

## **9.0. PROTEST AND APPEAL**

Any actual responding firm 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 responding firm 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 identify 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.

## **10.0. 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 RFQ by this reference and governs this RFQ.
- b. RFQ Amendment, Cancellation and Right of Rejection.
  - i. The County reserves the unilateral right to amend this RFQ 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 RFQ. Proposers shall respond to the final written RFQ 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 RFQ.
  - 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 RFQ requirements or excuse the applicant from

full compliance with the RFQ. Notwithstanding any minor variance, the County may hold any proposal to strict compliance with the RFQ.

- c. Confidentiality. The County will retain a master copy of each response to this RFQ, 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.

**11.0. ATTACHMENTS AND EXHIBITS**

- Attachment 1: Intent to Propose Form
  - Attachment 2: Sample- Budget Narrative
  - Attachment 3: Budget Worksheet
  - Attachment 4: Signature Page
  - Attachment 5: Question and Answer Form
  - Attachment 6: Agency Reference Form
  - Attachment 7: Key Team Member Reference Form
  - Attachment 8: Non-Collusion Declaration Form
  - Attachment 9: Certification of Compliance
  - Attachment 10: Solano County Reservation
  - Attachment 11: Drug-Free Workplace Certification
  - Attachment 12: Disclosure of Criminal and Civil Proceedings
  - Attachment 13: Debarment Certification
  - Attachment 14: Solicitation Checklist
- 
- Exhibits 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

SOLANO COUNTY  
REQUEST FOR QUALIFICATION (RFQ) NO.: 952-02XX-23  
INNOVATIVE MODELS OF CARE

INTENT TO PROPOSE FORM

Date: \_\_\_\_\_

Email the following Intent to Respond form to Solicitation Coordinator as of February XX 2023 until April XX, 2023 5:00 P.M.

To: County of Solano Purchasing Services  
Attention: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

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.

**SOLANO COUNTY**  
**REQUEST FOR QUALIFICATION (RFQ) NO.: 952-02XX-23**  
**INNOVATIVE MODELS OF CARE**

**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:  $\$55,396.00 \times .0765 = \$4,237.79$ .

Unemployment cost is  $\$31,722.00 \times 3 \times .03 = \$2,855.00$ .

Retirement for full-time employees:  $\$48,596.00 \times .06 = \$2,916.00$ .

Health Insurance cost for full-time employees is the following:

Director:  $\$357 \times 12 \text{ months} = \$4,284.00$ .

Coordinator:  $\$365 \times 12 \text{ months} = \$4,380.00$ .

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  $\times 0.445 = \$134$ ; Daily Subsistence  $\$91.75 \times 5 \text{ days} = \$458.75$ ; Total \$593.00.

Program Coordinator 200 miles  $\times 0.445 = \$89$ ; Daily Subsistence  $\$91.75 \times 5 \text{ days} = \$458.75$ ; Total \$548.00.

Program Assistant 200 miles  $\times 0.445 = \$89$ ; Daily subsistence  $\$91.75 \times 5 \text{ days} = \$458.75$ ; 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.

**Transportation –Recipient**

**Total \$5,280.00**

Due to the lack of transportation services in the county, transportation is provided for families and children to participate in activities.

Gas: \$100.00 a month x 12 months = \$1200.00

Insurance: Automobile Liability per year for \$1380.00

Repair and Maintenance: Routine Maintenance for Van (oil change, tires, etc.) as needed \$300.00

Van Rental for use of County Transportation Vans (\$200.00 a month x 12 months) = \$2,400.00.

**C. Medical Supplies and Expense –**

**Total \$100.00**

4 First-aid kits will be purchased in case of a medical emergency. 4 x \$25.00 = \$100.00

**D. Facility Expenses –**

**Total \$7,133.00**

Monthly rent and utilities cost is necessary for the site location to provide the services and activities. The cost is pro-rated at 50% for Rent and Utilities because the Department of Education contract covers the other 50% of the cost.

**Rent:** \$600.00 a month (pro-rated 50% of usage) \$300.00 x 12 months = \$3600.00.

**Utilities:** \$300.00 a month (pro-rated 50% of usage) \$150.00 x 12 months = \$1800.00.

**Repair/Maintenance:** \$50 a month x 12 months = \$600.00.

**Janitorial Supplies:** \$30 a month x 12 months = \$360.00.

**Liability/Property Insurance:** \$1546.00 per year (pro-rated 50%) = \$773.00.

**E. Other –**

**Total \$11,151.00**

**Meeting Supplies:** to provide supplies for administrative meetings, workshops, etc. \$75.00 x 12 months = \$900.00.

**Employee Training:** to provide supplies for professional development and orientation for staff. \$41.67 x 12 months = \$500.00.

**Dues and Subscriptions:** to maintain memberships to organizations \$10.00 x 12 months = \$1200.00.

**Flex Funds:** to provide financial support to participants, pay bills, and provide clothing, etc. \$91.66 per month x 12 months = \$1100.00.

**Office Supplies:** including binders, file folders, printer paper, toner, staples, etc. \$100.00 per month x 12 months = \$1200.00

**Phone and Internet Service:** This service is needed to stay connected to funding sources, parents, community collaborators and staff \$125.00 per month x 12 months = \$1500.00

**Postage:** Includes mailing, postage of flyers, program announcements, fiscal reports, etc. \$100.00 x 12 months = \$1200.00.

**Printing:** to include flyers, registration forms, handouts, workshop information, binding etc. \$41.67 x 12 months = \$500.00.

**Advertising:** to include hiring notices, meetings, special events \$50.00 x 12 months = \$600.00.

**Sub-Contracting for Lawn and Parking lot:** to maintain the appearance and safety of the outside area of the organization \$83.33 x 12 = \$1,000.00.

**Curricula Cost:** (Name Curricula and population it will serve): \$1200.00.

Snacks: provided for meetings, participants, etc. \$70.92 x 12 months = \$851.00.

**F. Indirect Costs –**

**Total \$0**

Please provide a percentage based on the agency’s cost allocation plan unless the agency is using the Direct Allocation Method.

**Total: \$100,000**

**SOLANO COUNTY  
REQUEST FOR PROPOSALS (RFQ) NO.: 952-02XX-23  
INNOVATIVE MODELS OF CARE**

**BUDGET WORKSHEETS- SUMMARY**

The Budget Worksheet (ATTACHMENT 3) must be prepared according to the Budget Worksheet Instructions found on pages 7-8. The total cost on the Budget Worksheet must equal or be less than the amount of the annual budget listed in the RFQ as described on page 7.

NOTE: A separate budget must be completed for start-up and each term for which funding is requested.

PROPOSER NAME \_\_\_\_\_

**BUDGET SUMMARY**

COST CATEGORY	Start Up Budget Year 1 Only	Dates: <u>XX/XX/2023-</u> <u>XX/XX/24</u>	Dates: <u>XX/XX/2024-</u> <u>XX/XX/25</u>	Dates: <u>XX/XX/2025-</u> <u>XX/XX/26</u>
A. Personnel				
B. Operating Expenses				
C. Subcontractor				
D. Indirect Costs				
<b>TOTAL</b>				



SOLANO COUNTY  
 REQUEST FOR QUALIFICATION (RFQ) NO.: 952-02XX-23  
 INNOVATIVE MODELS OF CARE

BUDGET WORKSHEET

YEAR 1: 08/03/2020-6/30/2021

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

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

BUDGET WORKSHEET

YEAR 2: 07/01/2021-6/30/2022

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

**BUDGET WORKSHEET**  
**YEAR 3: 7/1/2022-6/30/2023**

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

**SOLANO COUNTY  
REQUEST FOR QUALIFICATION (RFQ) NO.: 952-02XX-23  
INNOVATIVE MODELS OF CARE**

**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)**

Non-Collusion Declaration (Complete form and return with proposal)	
Certification of Compliance	
Reservations	
Disclosure of Criminal and Civil Proceedings	
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.

**RETURN WITH YOUR PROPOSAL**

**SOLANO COUNTY**  
**REQUEST FOR QUALIFICATION (RFQ) NO.: 952-02XX-23**  
**INNOVATIVE MODELS OF CARE**

**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 solicitation coordinator by email at [nadespabiladeras@solanocounty.com](mailto:nadespabiladeras@solanocounty.com) or submit digitally via Bonfire E-procurement platform Solano County Portal. Please contact the coordinator with any questions regarding this process, preferably via email.
4. Please use page 2 of 2 for more questions:

**QUESTIONS AND ANSWER**

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

Company/Firm Name			
Address			Zip: <input style="width: 50px;" type="text"/>
Contact Name			
Email		Phone	<input style="width: 100px;" type="text"/>
Fax		Signature	<input style="width: 150px;" type="text"/>

**SOLANO COUNTY  
REQUEST FOR QUALIFICATION (RFQ) NO.: 952-02XX-23  
INNOVATIVE MODELS OF CARE**

**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**

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

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

**RETURN WITH YOUR PROPOSAL**

**SOLANO COUNTY  
REQUEST FOR QUALIFICATION (RFQ) NO.: 952-02XX-23  
INNOVATIVE MODELS OF CARE**

**KEY TEAM MEMBERS REFERENCE FORM**

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

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

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

**RETURN WITH YOUR PROPOSAL**

**SOLANO COUNTY  
REQUEST FOR QUALIFICATION (RFQ) NO.: 952-02XX-23  
INNOVATIVE MODELS OF CARE**

**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:

**READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 4.**



**SOLANO COUNTY**  
**REQUEST FOR QUALIFICATION (RFQ) NO.: 952-02XX-23**  
**INNOVATIVE MODELS OF CARE**

**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 SIGNATURE PAGE, ATTACHMENT 4.**

**SOLANO COUNTY**  
**REQUEST FOR QUALIFICATION (RFQ) NO.: 952-02XX-23**  
**INNOVATIVE MODELS OF CARE**

**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 priced proposal. The intended award(s) 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 proposals, 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 proposal 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 proposal that does not comply with all of the terms, conditions, and performance requirements of this SOLICITATION.
5. To cancel any award and re-solicit proposals 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 proposals in the event services cannot commence with ten 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 proposals.
9. To reduce or increase any specification, in whole or in part due to changes in budget allocations.

**READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 4.**

**SOLANO COUNTY  
REQUEST FOR QUALIFICATION (RFQ) NO.: 952-02XX-23  
INNOVATIVE MODELS OF CARE**

**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	

SOLANO COUNTY  
REQUEST FOR QUALIFICATION (RFQ) NO.: 952-02XX-23  
INNOVATIVE MODELS OF CARE

**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.

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**READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 4.**

COUNTY OF SOLANO  
 INVITATION FOR BIDS(IFB) NO.: **952-02XX-23**  
**INNOVATIVE MODELS OF CARE**

**DEBARMENT CERTIFICATION**

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.

I certify that I am authorized by the company named above to respond to this request.

**SIGNATURE AND ACKNOWLEDGMENT:**

COMPANY / FIRM NAME		
ADDRESS (INCLUDING ZIP)		
CONTACT PERSON:		
EMAIL AND WEBSITE		
PHONE		SIGNATURE:

**COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT**

**SOLANO COUNTY  
REQUEST FOR QUALIFICATION (RFQ) NO.: 952-02XX-23  
INNOVATIVE MODELS OF CARE  
CHECK LIST**

<b>This Checklist is not comprehensive. it is the proposer’s responsibility to ensure compliance with all requirements of this solicitation.</b>	<b>indicate by initialing</b>
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 contains budget and budget narrative ( as required)	
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	

**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.]

**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](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: **\$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.

**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. ADDITIONAL INSURANCE**

(1) 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.

**3. 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;

**4. DRUG FREE WORKPLACE**

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

**5. CHILD/ADULT ABUSE**

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

**6. 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.

**7. 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.

**8. 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.**

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: \_\_\_\_\_

