



County of Solano
Standard Contract

For County Use Only
CONTRACT NUMBER:
03353-11
(Dept., Division, FY. #)
H&SS, HSS/PH
(Dept., Division, FY. #)
BUDGET ACCOUNT:
7617
SUBJECT ACCOUNT:
2245

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

LFA Group

CONTRACTOR'S NAME

2. The Term of this Contract is:

December 1, 2010 to September 30, 2011

3. The maximum amount of this Contract is:

\$248,700

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

Exhibit A - Scope of Work

Exhibit B - Budget Detail and Payment Provision

Exhibit C - General Terms and Conditions

Exhibit D - Special Terms and Conditions

This Contract is made on _____, 2010.

Table with 2 columns: CONTRACTOR and COUNTY OF SOLANO. Contractor info includes LFA Group, Steven R. LaFrance, 170 Capp Street, Suite C Third Floor, San Francisco, CA 94110. County info includes John M. Vasquez, Chair, Board of Supervisors, 275 Beck Ave., Fairfield, CA 94533. Includes signatures and titles for Department Head and County Counsel.

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

Rev. 1/09/08

Attachment A

EXHIBIT A
SCOPE OF WORK

A. Contract Description

Contractor will conduct evaluation of the Nurse Family Partnership program and facilitate meetings of the Nurse Family Partnership (NFP) Advisory Board. The evaluation, facilitation and all associated tasks are collectively referred to as the “Project”.

B. Key Definitions

Institutional Review Board (IRB): The IRB, also known as an independent ethics committee (IEC) or ethical review board (ERB), is a committee that has been formally designated to approve, monitor, and review biomedical and behavioral research involving humans with the aim to protect the rights and welfare of the research subjects. IRBs approve, require modifications in planned research prior to approval, or disapprove research. The IRB performs critical oversight functions for research conducted on human subjects to ensure the research is scientific and ethical.

Key Informant: The key informant method is based on obtaining information, over time, from a community resident who is in a position to know the community well. The person or persons selected to be key informants must therefore have a broad knowledge of the community, its services, and its people. This is part of the approved NFP evaluation plan submitted and approved for the grant. The qualitative evaluation calls for key informant interviews about the process of implementing the NFP program. Key informants would include community members, advisory board members, and key County staff.

C. Contract Tasks

Contractor will:

- (1) Plan and manage all aspects of the Project, including maintaining regular communications with County;
- (2) Prepare agendas and appropriate background information for all NFP Advisory Board meetings related to the Project, facilitate meetings, and document the results of each meeting;
- (3) Coordinate with County staff and federal evaluators as needed regarding Project activities;
- (4) Prepare all documents and materials described in this Scope of Work and present them to County for review and approval.

D. Deliverables

At County’s direction and to County’s satisfaction, Contractor is responsible for the deliverables set forth below, including all tasks related to each deliverable:

Solano County Nurse-Family Partnership Evaluation Scope of Work		
DELIVERABLE	TASK	
<p>Deliverable A: Evaluation Planning Due: February 28, 2011</p>	1. Evaluation meetings with community partners to develop agreed-upon process for referring clients to NFP once capacity has been reached (referral (waitlist) coordination)	
	2. Update stakeholder key informant interview protocols as needed, given what was learned during year 2	
<p>Deliverable B: Instrument Development Due: May 31, 2011</p>	3. Develop data collection forms to gather process measures for the local cross-site evaluation of home visiting programs	
	4. Develop key informant interview protocols for case studies (NFP participants who are involved in the foster care system)	
	5. Update key informant interview protocols for other home visiting programs participating in the local cross-site	
	6. Develop baseline participant surveys for case studies (NFP participants who are affected by the foster care system)	
	7. Develop follow-up participant surveys for case studies (NFP participants who are affected by the foster care system)	
	8. Submit draft protocols and surveys to H&SS for feedback	
	9. Revise protocols and surveys to incorporate feedback	
	10. Finalize outcome data collection instruments	
	<p>Deliverable C: Data Collection – Key Informant Interviews Due: July 31, 2011</p>	11. Update list of stakeholder key informants (as needed)
		12. Schedule stakeholder and local home visiting program key informant interviews
13. Conduct stakeholder interviews (assumes 30 key informants, one interview each, at the end of year 3)		
14. Conduct key informant interviews with home visiting programs participating in the local cross-site (assumes 15 key informant interviews)		
15. Finalize list of case study key informants (including contact information)		
16. Schedule case study key informant interviews		
17. Conduct case study key informant interviews for case studies with participants who are involved in the foster care system (assumes 16 key informant interviews)		

Solano County Nurse Family Partnership Evaluation Scope of Work	
DELIVERABLE	TASK
<p>Deliverable D: Data Collection – Process and Outcome Evaluation and Cost/Benefit Data Due: July 31, 2011</p>	18. Coordinate with NFP National Service Office to download data from the CIS database
	19. Meet with grantee partners to finalize process and timeline for sharing data (including meeting prep time)
	20. Work with H&SS to obtain appropriate court orders for individual CWS records
	21. Enter CWS reports on individual study participants
	22. Enter supplemental outcome data
	23. Collect aggregate data from at least nine other Solano County home visiting programs (including aggregate data for relevant sub-populations)
	24. Collect baseline and follow-up survey data for case studies with participants who are involved in the foster care system
	25. Collect individual-level data from NFP participants and referral list (waitlist) comparison group participants at three different intervals (includes training on NFP data collection instruments)
	26. Work with other home visiting program agencies to expand their approach to data collection
	<p>Deliverable E: Data Analysis Due: September 30, 2011</p>
28. Generate descriptive statistics to synthesize information on implementation progress and process measures for the local cross-site	
29. Conduct content analysis on key informant interviews	
30. Conduct content analysis on case study key informants	
31. Generate descriptive statistics for initial exploration of participant outcomes	
32. Present descriptive comparisons for outcomes between the NFP program and each of the other home visiting programs	
33. For each analysis, break out subgroups of participants, especially those linked to the foster care system	
34. Conduct T-tests on the comparisons between the NFP program and the referral list (waitlist) comparison group participants (including differences in over-time improvement between the treatment and comparison groups)	
35. Build regression models to control for the effect of covariates	
36. Refine models to address any missing data issues	
37. For each analysis, break out subgroups of participants, especially those linked to the foster care system	
38. Conduct T-tests on pre/post survey data for case study participants (including differences in over-time improvement)	

Solano County Nurse Family Partnership Evaluation Scope of Work	
DELIVERABLE	TASKS
Deliverable F: Reporting Due: September 30, 2011	39. Provide interim reporting materials to support H&SS quarterly review of program implementation progress (assumes four quarters)
	40. Write draft report for year 3 annual reporting (including process and outcome evaluation)
	41. Submit final report that incorporates stakeholder feedback
Deliverable G: Project Meetings, Trainings and Administration Ongoing	42. Three meetings with NFP Advisory Board (two hours for meeting time; two hours for travel time; additional time for preparation)
	43. As needed client meetings (including travel)
	44. Trainings with NFP staff and community partners on the local and national cross-site evaluations
	45. Meetings with NFP National Service Office for technical assistance
	46. Meetings with federal cross-site evaluator
	47. Travel and meeting time for ACF grantee meeting in Washington DC
	48. Internal LFA team meetings
	49. Client communications
	50. Project coordination (timeline and deliverables)

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

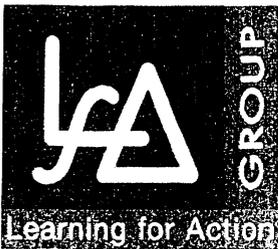
Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor on the below payment schedule for services provided, up to the maximum amount provided for in Section 3 of Page 1 of this Contract. The payment as set forth below includes any and all expenses incurred by Contractor while providing services under this Contract and no expenses will be reimbursed separately. Payment of each invoice requires the approval of the Deputy Director of Solano County Health and Social Services, Child Welfare Services Division or her designee. The amounts billed in each invoice must be in accordance with this Exhibit B. Each invoice must specify services provided and to include a report on progress toward a deliverable completed. County reserves the right to withhold payment if significant progress or deliverables are not achieved by appropriate deadlines as specifically listed or otherwise appropriately identified in Exhibit A, as solely determined by County. Payments will be made on the following schedule.



**Evaluation Budget:
Solano County Nurse Family Partnership
Year 3: December 1, 2010 – September 30, 2011**

The table below provides a line-item workplan and budget for LFA Group’s proposed activities to continue work on the evaluation of the Solano Nurse Family Partnership Program (NFP) for the time period December 1, 2010 – September 30, 2011.

Personnel Expenses							
	Project Director (LaFrance)	Senior Advisor (Latham)	Project Manager (Alarcon)	Field Coordinator (Sax)	Research Associate (Espiritu)	Project Assistant	Subtotals
Evaluation Planning							\$1,480
Evaluation meetings with community partners to develop agreed-upon process for referring clients to NFP once capacity has been reached (referral (waitlist) coordination)			4	4	4	4	
Instrument Development							\$12,800
Update stakeholder key informant interview protocols as needed, given what was learned during year 2		2	2		4		
Develop data collection forms to gather process measures for the local cross-site evaluation of home visiting programs		2	4	6	6	6	
Update key informant interview protocol for other home visiting programs participating in the local cross-site			4	2		2	
Develop key informant interview protocols for case studies (NFP participants who are involved in the foster care system)		2	6	6			
Develop baseline participant survey for case studies (NFP participants who are affected by the foster care system)		2	4	4	2	2	
Develop follow-up participant survey for case studies (NFP participants who are affected by the foster care system)		2	4	4	2	2	
Submit draft protocols and surveys to H&SS for feedback					2	2	
Revise protocols and surveys to incorporate feedback			2			6	



Personnel Expenses

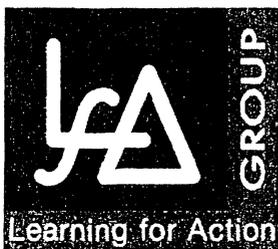
	Project Director (LaFrance)	Senior Advisor (Latham)	Project Manager (Alarcon)	Field Coordinator (Sax)	Research Associate (Espiritu)	Project Assistant	Subtotals
Finalize outcome data collection instruments	2	4	6	10	8		

Data Collection - Key Informant Interviews **\$12,315**

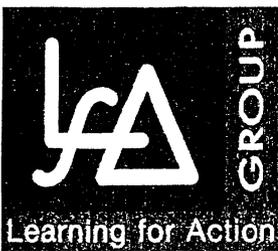
Update list of stakeholder key informants (as needed)						2	
Schedule stakeholder and local home visiting program key informant interviews						20	
Conduct stakeholder interviews (assumes 30 key informants, one interview each, at the end of year 3)			15	15	15		
Conduct key informant interviews with home visiting programs participating in the local cross-site (assumes 15 key informant interviews)			2	10	10		
Finalize list of case study key informants (including contact information)			2	2	4	4	
Schedule case study key informant interviews					8	8	
Conduct case study key informant interviews for case studies with participants who are involved in the foster care system (assumes 16 key informant interviews)				8	8	8	

Data Collection - Implementation, Outcome and Cost/Benefit Data **\$53,680**

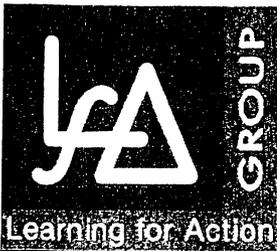
Coordinate with NFP National Service Office to download data from the CIS database		2	8	8	8		
Meet with grantee partners to finalize process and timeline for sharing data (including meeting prep time)	2		8	12	8		
Work with H&SS to obtain appropriate court orders for individual CWS records	2	4	14	14	8		
Enter CWS reports on individual study participants				6	8	16	
Enter supplemental outcome data					8	8	



Personnel Expenses							
	Project Director (LaFrance)	Senior Advisor (Latham)	Project Manager (Alarcon)	Field Coordinator (Sax)	Research Associate (Espiritu)	Project Assistant	Subtotals
Collect aggregate data from at least nine other Solano County home visiting programs (including aggregate data for relevant sub-populations)			30	30	48		
Collect baseline and follow-up survey data for case studies with participants who are involved in the foster care system					40	40	
Collect individual-level data from NFP participants and referral list (waitlist) comparison group participants at three different intervals (includes training on NFP data collection instruments)					140	140	
Work with other home visiting program agencies to expand their approach to data collection			12	12	8	8	
Data Analysis							\$64,810
Merge, clean, and manage all datasets (CIS, CWS, Supplemental, aggregate data from local home visiting program, survey and individual participant and comparison group data)		10		32	44	12	
Generate descriptive statistics to synthesize information on implementation progress and process measures for the local cross-site		8	16	16	24	12	
Conduct content analysis on key informant interviews		4	24	24	24		
Conduct content analysis on case study key informants				12	10	10	
Generate descriptive statistics for initial exploration of participant outcomes		12	10	32	20		
Present descriptive comparisons for outcomes between the NFP program and each of the other home visiting programs		6	8	8	16		



Personnel Expenses							
	Project Director (LaFrance)	Senior Advisor (Latham)	Project Manager (Alarcon)	Field Coordinator (Sax)	Research Associate (Espiritu)	Project Assistant	Subtotals
For each analysis, break out subgroups of participants, especially those linked to the foster care system		12	10	12	12		
Conduct T-tests on the comparisons between the NFP program and the referral list (waitlist) comparison group participants (including differences in over-time improvement between the treatment and comparison groups)		6		16	12	12	
Build regression models to control for the effect of covariates		12		24	8	8	
Refine models to address any missing data issues		8		12			
For each analysis, break out subgroups of participants, especially those linked to the foster care system		4		16	8	8	
Conduct T-tests on pre/post survey data for case study participants (including differences in over-time improvement)		6		10	16	16	
Reporting							\$24,130
Provide interim reporting materials to support H&SS quarterly review of program implementation progress (assumes four quarters)	4	6	16	16	12		
Write draft report for year 3 annual reporting (including process and outcome evaluation)	4	12	40	40	24		
Submit final report that incorporates stakeholder feedback	4	4	10	10	16		



Personnel Expenses

	Project Director (LaFrance)	Senior Advisor (Latham)	Project Manager (Alarcon)	Field Coordinator (Sax)	Research Associate (Espiritu)	Project Assistant	Subtotals
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Project Meetings and Trainings \$30,710

Three meetings with NFP Advisory Board (two hours for meeting time; two hours for travel time; additional time for preparation)	12	4	16	16	16		
As needed client meetings (including travel)	12	12	16	16	16	16	
Trainings with NFP staff and community partners on the local and national cross-site evaluations			8	8	8	8	
Meetings with NFP National Service Office for technical assistance			6	6	6		
Meetings with federal cross-site evaluator		12	12	12	12		
Travel and meeting time for ACF grantee meeting in Washington DC			32				

Project Administration \$37,060

Internal LFA team meetings	32	32	32	32	32	32	
Client communications	6	16	24	20	10	8	
Project coordination (timeline and deliverables)	4	12	16	16			

Total Hours:	84	218	423	559	695	420	
Rate:	\$155	\$145	\$115	\$115	\$75	\$65	
Sub-totals for Personnel Expenses:	\$13,020	\$31,610	\$48,645	\$64,285	\$52,125	\$27,300	
Sub-total for all Personnel:	\$236,985						

Other Expenses

Printing	\$540						
Phone	\$175						
Incentives	\$8,000						
Travel/Mileage	\$3,000						
Sub-total for Other:	\$11,715						

Summary of Project Expenses

Personnel:	\$236,985	
Other:	\$11,715	
Project Total:	\$248,700	

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

County will pay Contractor's final claim for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final claim for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final claim for payment 30 days after 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, unless otherwise provided for in Exhibit D.

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 the 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. WARRANTY

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants 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 warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, drivers 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: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(Including operations, products and completed operations.)
- (2) Automobile Liability: **\$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. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

E. 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.

F. Other Insurance Provisions

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

- (1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as 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 equivalent) to Contractor's insurance policy, or as a separate owner's policy.

(2) 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 or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers in excess of Contractor's insurance and shall not contribute to it.

(3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Contractor, except after 30 days prior written notice has been provided to County.

G. 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.

H. 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.

I. 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 do so shall not operate as a waiver of these insurance requirements.

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

8. BEST EFFORTS

Contractor warrants that Contractor will at all times faithfully, industriously and to the best of his/her/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, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

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

C. If County serves Contractor with a notice of default and Contractor fails to cure the

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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 by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

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

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

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

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final 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. Contractor warrants that all Contractor claims for payment or reimbursement by County will comply with the applicable Office of Management and Budget Circulars, particularly with respect to 2 CFR Part 225 and 2 CFR Part 230, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

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

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

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

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State 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 warrants 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 warrants 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.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor warrants 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 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. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of Subcontractors, Contractor shall require and verify that

County of Solano
Standard Contract

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 County Board of Supervisors. If the Contract is terminated for non-appropriation:

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 part 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 warrants 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 provision of this Contract.

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 resolution.

B. Contractor agrees and acknowledges that County may not make funds available for

County of Solano
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programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

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

33. PRICING

Should Contractor, at any time during the term of this 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 their own contract with Contractor, as well as providing for their 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 government agency any documentation relating this Contract or its implementation. Any government 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 government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

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

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

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

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies shall be deemed to be original copies.

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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding paragraph 4 of Exhibit C, and unless terminated by either party prior to September 30, 2011, this Agreement shall be automatically extended from September 30, 2011 through December 30, 2011 to allow for continuation of services and sufficient time to complete a novation or renewal contract.

2. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

County of Solano

EXHIBIT D-1

SOLANO COUNTY
HIPAA BUSINESS ASSOCIATE CERTIFICATION
45 C.F.R. Parts 160-164

LFA Group

The Contractor or grant recipient (“Contractor”) named above certifies compliance with the privacy standards of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations issued by the United States Department of Health and Human Services at 45 CFR. (“Code of Federal Regulations”) Parts 160-164. Pursuant to HIPAA, Contractor has been found to be a Business Associate of the County of Solano. The privacy standards require the County to ensure that its Business Associates who receive or create confidential information in the course of providing services on behalf of the County comply with certain obligations regarding the confidentiality of protected health information (“PHI”).

As a Business Associate of the County of Solano, the above named Contractor will:

1. Disclose or use protected health information it creates for or receives from the County only:
 - (a) For functions and activities on the County’s behalf;
 - (b) As authorized for Contractor’s management, administrative or legal responsibilities as a Business Associate of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;
 - (c) As required by law.
 - (d) To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).
 - (e) To report violations of law to appropriate Federal and State authorities, consistent with CFR §164.502(j)(1).
2. Not further disclose or use protected health information except as specified in this Exhibit or as otherwise required by law.
3. Comply with 45 CFR Parts 160-164 as applicable to a “business associate” of a “covered entity,” and with applicable state law that is not preempted by 45 CFR Part 160, Subpart B.
4. Develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent use or disclosure of PHI other than as provided in this Agreement or in compliance with Social Security Acts § 1173(d) (42 U.S.C. § 1320d-2(d)) and 45 CFR § 164.530 (c).
5. Require any agents, including subcontractors to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, to provide reasonable written assurance that subcontractor or agent will comply with the same restrictions

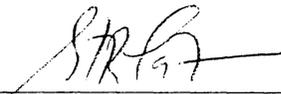
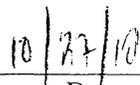
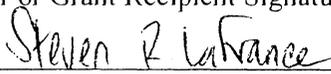
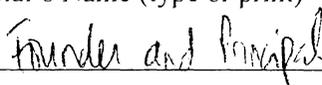
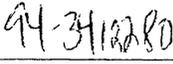
6. Comply with, and require each subcontractor or agent involved to comply with each applicable requirement of 45 CFR 1162, if subcontractor conducts in whole or in part Standard Transactions for or on behalf of the County.
7. At the request of the County, and in the time and manner designated by the County, Contractor shall provide access to PHI in a Designated Record Set to an Individual subject of the PHI, or to the County, to meet the requirements of 45 CFR § 164.524.
8. Upon receipt of notice from County, promptly amend or permit the County access to amend any portion of protected health information in the designated record set which Contractor created for or received from the County so that the County may meet its amendment obligations under 45 CFR § 164.526.
9. Document each disclosure it makes of PHI which Contractor created for or received from County and make available an accounting of such disclosures to the individual subject to the disclosure, or the County for inspection during regular business hours at its place of business so that County may meet its disclosure accounting obligations under 45 CFR § 164.528.
10. Make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the U.S. Department of Health and Human Services to determine compliance with 45 CFR Parts 160-164 or this Exhibit.
11. Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure under 45 CFR § 164.512(d)(3).
12. Report to the County, in writing, any use or disclosure of protected health information not permitted by this Exhibit, or otherwise in violation of the Privacy Rule (45 CFR Part 164), within five (5) days of becoming aware of such use or disclosure pursuant to 45 CFR § 164.504(e)(2)(ii)(C).
13. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI in violation of the requirements of this Agreement or HIPAA regulations.
14. Upon termination of this Agreement for any reason:
 - (a) Return all PHI received from the County, or created or received by Contractor in connection with work performed under this Contract required to be retained by the Privacy Rule.
 - (b) Return or destroy, at County's sole discretion, all other PHI received from the County, or created or received by Contractor on behalf of the County.
 - (c) Retain no copies of PHI, including PHI in possession of subcontractors or agents of Contractor.
 - (d) Provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the PHI is not feasible, Contractor shall extend the protections of this Agreement to such PHI and limit further use and

disclosures of such PHI for so long as the Contractor or any of its agents or subcontractor maintains such PHI.

15. Agree to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of PHI.
16. Retain records, minus any PHI required to be returned by Section 14, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

CERTIFICATION

I, the official named below, 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.

	
Contractor or Grant Recipient Signature	Date
	
Official's Name (type or print)	
	
Title	Federal Tax ID Number