



## County of Solano Standard Contract

*For County Use Only*  
CONTRACT NUMBER:  
03593-24  
(Dept., Division, FY, #)  
H&SS/MH  
BUDGET ACCOUNT:  
7741  
SUBJECT ACCOUNT:  
3153

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

Caminar, Inc.

CONTRACTOR'S NAME

2. The Term of this Contract is:

July 1, 2023 to June 30, 2024

3. The maximum amount of this Contract is:

\$1,091,096

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 July 1, 2023.

CONTRACTOR	COUNTY OF SOLANO
<p>Caminar, Inc.</p> <p>CONTRACTOR'S NAME</p> <p><u>Mark Cloutier</u></p> <p>SIGNATURE</p> <p>Mark A. Cloutier, Chief Executive Officer</p> <p>PRINTED NAME AND TITLE</p> <p>2600 S. El Camino Real, Suite 200</p> <p>ADDRESS</p> <p>San Mateo CA 94403</p> <p>CITY STATE ZIP CODE</p>	<p><u>Bill Emlen</u></p> <p>09/28/2023 08:38 PM EDT</p> <p>Bill Emlen</p> <p>County Administrator</p> <p>TITLE</p> <p>275 Beck Avenue, MS 5-200</p> <p>ADDRESS</p> <p>Fairfield CA 94533</p> <p>CITY STATE ZIP CODE</p> <p>Approved as to Content:</p> <p><u>Gerald Huber</u></p> <p>09/12/2023 05:21 PM EDT</p> <p>Gerald R. Huber, Director</p> <p>Health &amp; Social Services Department</p> <p>Approved as to Form:</p> <p><u>Megan Callaway</u></p> <p>09/13/2023 01:25 PM EDT</p> <p>COUNTY COUNSEL, DEPUTY</p>

Rev. 12/17/09

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

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

### **I. PROGRAM DESCRIPTION**

Contractor shall operate the adult Wellness and Recovery Center programming for the County. Contractor will serve adult consumers ages 18 years and older with serious mental illness by operating full centers in Vallejo and Fairfield. Contractor shall make efforts to staff the Wellness and Recovery Centers with peer consumers with lived experience. Services will support individuals with mental illness to build upon personal strengths, and to reach individualized quality of life goals. Contractor shall make every effort to provide services to traditionally unserved/underserved communities in the County.

The Wellness and Recovery Center service is outlined in the Solano County Mental Health Services Act (MHSA) Three-Year Plan.

### **II. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:**

#### **1. PROGRAM SPECIFIC ACTIVITIES**

Contractor shall be responsible for the following:

- A. Operate peer run Wellness and Recovery Centers on a drop-in basis in the cities of Vallejo and Fairfield Monday – Friday from 7:30 am to 3 pm, Services will be provided to a minimum of 175 unduplicated consumers (adjusted pending status COVID-19 pandemic and social distancing guidelines). Services will be offered to peer consumers with a known serious mental illness
  - i. Provide a Member Welcome Packet to each new member;
  - ii. Maintain daily sign-in sheets;
  - iii. Maintain a file for each consumer served to be kept in accordance with industry standard confidentiality guidelines;
  - iv. The majority of activities will be delivered at facilities considered appropriate for these activities, including, but not limited to:
    - a. Americans with Disabilities Act (ADA) Compliant
    - b. Large common room
    - c. Separate smaller spaces for groups
    - d. Storage
    - e. Computer access for consumers
    - f. Food preparation area
    - g. Audio/visual section
  - v. Contractor will provide a nutritious lunch daily for consumers.
- B. Provide evidence-based practice (EBP) Wellness Recovery Action Plans (WRAP) Groups two times per week.
  - i. Develop WRAPs with all participants who attend a Center site more than twice. Plans will be individualized, and consumer-driven addressing both when the consumer is feeling well and how to assist the consumer during a relapse.
- C. Provide twice a week dual recovery groups, using Motivational Interviewing model for consumers who are recovering from both a mental illness and substance abuse. Groups will be led by both staff and consumers.
- D. Provide additional consumer support groups on subject matters intended to promote wellness and recovery such as: daily community meetings to set goals, art therapy, nutrition, exercise, vocational readiness, etc.
- E. Refer peer consumers to the Jobs Plus Employment Program and provide volunteer opportunities for peers attending the center. Conduct a quarterly point-in-time survey utilizing

- the Quality of Life Scale (QoLS) to gather an overall measurement of movement towards wellness and recovery collectively for peer consumers served.
- i. Administer the QoLS quarterly (four times per fiscal year) during a one week survey collection period for all consumers who physically come to the Center during the survey collection period.
  - ii. Maintain a copy of the QoLS in each consumer's file.
- F. Identify consumers with lived experience with mental health conditions to participate in, County Committees and MHSA community program planning meetings.
- i. Connect interested consumers to the County Recovery/Resilience Liaison and/or other County designees/leads for various Committees.
  - ii. Provide support and encouragement for consumers who participate in the Speaker's Bureau which could include providing opportunities to share personal stories at the Center.
- G. Provide linkages to care including intensive care, alternate care, or care provided through insurance plans.
- H. Provide educational opportunities (including conferences, trainings, presentations, and exhibits) for consumers offered both on and off-site.
- I. Provide opportunities for outings in the community to enhance recovery such as visits to local museums, community events, concerts, plays, picnics at the park, National Alliance on Mental Illness (NAMI) Walk, Relay For Life, Solano County Fair, etc.

## 2. GENERAL ACTIVITIES

While providing the specific activities, Contractor agrees to:

- A. Provide mental health services that are strengths-based, person-centered, safe, effective, timely and equitable, supported by friends, family, and the community; with an emphasis on promoting whole health, wellness and recovery.
- B. Ensure that service frequency is individualized and based upon best practices related to the need of each beneficiary and in accordance with the Solano County Behavioral Health Plan (BHP) level of care system.
- C. Make coordination of service care an integral part of service delivery which includes providing education and support to beneficiaries/family members as well as consulting with community partners including but not limited to: other behavioral health service providers; physical care providers; schools (if appropriate); etc.
- D. Maintain case documentation according to industry standards and strengths-based best practices.
- E. Provide information (including brochures, postings in lobby, after-hours voicemail message, etc.) that communicates how mental health beneficiaries can access 24/7 services (e.g. suicide prevention Lifeline, crisis stabilization unit phone number) when medically necessary.
- F. All media related to services provided through contract and provided to the public must include a reference to the Solano County Board of Supervisors, Health and Social Services and include the County logo; any programs also funded by the MHSA as the sponsors must also include the MHSA logo.
- G. Representatives from the Contractor organization must make efforts to attend the monthly local Mental Health Advisory Board meeting, and participate in the MHSA partner meeting, MHSA community program planning meetings, including those for the MHSA Annual Update or Three-Year Plan, MHSA Innovation projects, planning for housing services, suicide prevention planning, etc.
- H. For any maintenance or repair for Caminar rented office spaces utilized by this program for which the landlord will not cover, and which is estimated to be \$1,000 or more Contractor shall:
  - i. Obtain at least 2 estimates for the repair and select the lowest bid;

- ii. Secure County's approval for repairs prior to work commencing unless it is deemed the immediate responsibility of the Contractor to address a situation that poses a safety or security risk for consumers or program staff such as flooding, fire damage, broken window/door, etc.

### **3. PERFORMANCE MEASURES**

- A. Serve a minimum of 175 unduplicated consumers at the Wellness and Recovery Centers located in Vallejo and Fairfield.
- B. At least 85% of consumers served who have attended programming at one of the two locations more than one time will have an active Wellness and Recovery Action Plan on file.
- C. Annually at least 60% of consumers served will demonstrate an improved overall score and endorse that the Wellness Center program supports their wellness per the QoLS administered quarterly.

### **4. REPORTING REQUIREMENTS**

- A. Using the tool provided by the County, Contractor will collect, compile and submit monthly MHSA agreed upon contract deliverables and consumer demographic data by the 15<sup>th</sup> of each month unless granted an extension by the County Contract Manager or designee. Data may include but is not limited to:
  - i. Number of unduplicated individuals served;
  - ii. Number of services provided per specific program activity;
  - iii. Unduplicated count of beneficiaries served in each program activity;
  - iv. Qualitative outcomes agreed upon in this contract.
- B. Submit the monthly Demographic Report Form to include demographic categories determined by MHSA regulations, which include:
  - i. Age group;
  - ii. Race;
  - iii. Ethnicity;
  - iv. Primary Languages;
  - v. Sexual orientation;
  - vi. Gender assigned sex at birth;
  - vii. Current gender identity;
  - viii. Disability status;
  - ix. Veteran status.
- C. Contractor will submit an annual MHSA Narrative Report (tool provided by County) of program activities, submitted by July 15<sup>th</sup>. The following information will be included:
  - i. Overall program outcome tools used to capture impact of services for consumers or participants served;
  - ii. Overall program milestones/successes and challenges/barriers;
  - iii. Program efforts to address cultural and linguistic needs of service recipients.
- A. Contractor shall submit document (sample tool to be provided by County) outlining the workflow related to data collection and outcome reporting. This tool shall identify the system or internal processes used to track demographic data and performance measures (electronic health record, database, logs, paper forms, etc.); the responsible party designated to collect and report data to the County and a designated back-up person; data analysis practices; where backup documentation is stored; etc. Contractor will provide updates to the initial document outlining the internal data tracking/reporting workflow to the County by August 1<sup>st</sup> each year following the initial submission.

## 5. CONTRACT MONITORING MEETINGS

Contractor shall ensure at least one member of the leadership team is available to meet with the County Contract Manager or designee for monthly check-in technical assistance in-person or virtual meetings as needed. Additionally, Contractor shall ensure that staff providing program oversight and management attend the performance review meeting as scheduled by the County to review the SOW and to discuss performance measures, fiscal expenditures, and clinical progress of program participants as appropriate per the contract.

## 6. PATIENT RIGHTS

- A. Patient rights shall be observed by Contractor as provided in Welfare and Institutions Code section 5325 and Title 9 of the California Code of Regulations, the Health Information Technology for Economic and Clinical Health (HITECH) Act, and any other applicable statutes and regulations. County's Patients' Rights advocate will be given access to beneficiaries and facility personnel to monitor Contractor's compliance with said statutes and regulation.
- B. Freedom of Choice: County shall inform individuals receiving mental health services, including patients or guardians of children/adolescents, verbally or in writing that:
  - i. Acceptance and participation in the mental health system is voluntary and shall not be considered a prerequisite for access to other community services;
  - ii. They retain the right to access other Medi-Cal or Short-Doyle/Medi-Cal reimbursable services and have the right to request a change of provider or staff persons.

## 7. CULTURAL & LINGUISTIC CONSIDERATIONS

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

- A. Contractor shall provide services pursuant to this Contract in accordance with current State Statutory, regulator, and Policy provision related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 97-14, "Addendum for Implementation Plan for Phase II Consolidation of Medi-Cal Specialty Mental Health Services-Cultural Competence Plan Requirements," and the Solano County BHP *AAA203 Ensuring and Providing Multi-Cultural and Multi-Lingual Mental Health Services* Policy. Specific statutory, regulatory, and policy provisions are referenced in Attachment A of DMH Information Notice No: 97-14, which is incorporated by this reference.
- B. Agencies which provide mental health services to beneficiaries under Contract with Solano County are required to participate as requested in the development and implementation of specific Solano County BHP Diversity and Equity Plan provisions. Accordingly, Contractor agrees at minimum:
  - i. Utilize the national Culturally and Linguistically Appropriate Services (CLAS) standards in Health Care under the Quality Assurance/Quality Improvement (QA/QI) agency functions and policy making. For more information on the CLAS Standards please refer to <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>
  - ii. Contractor will use the agency Cultural Responsivity Plan developed during FY 19/20 to guide practices and policies in order to ensure culturally and linguistically appropriate service delivery.
    - a. The agency Cultural Responsivity Plan shall be reviewed and updated at least annually, and a copy submitted to County BHP Ethnic Services Coordinator or Contract Manager by September 30<sup>th</sup> of each year. The Plan update shall include progress on goals and newly developed goals for the next year.
    - b. Contractor will submit a revised plan if County determines the plan to be inadequate or not meeting fidelity to the CLAS Standards.

- iii. Develop and assure compliance with administrative and human resource policy and procedural requirements to support the intentional outreach, hiring, and retention of a diverse workforce.
  - iv. Provide culturally sensitive service provision and staff support/supervision, including assurance of language access through availability of bilingual staff or interpreters and culturally appropriate evaluation, diagnosis, treatment and referral services.
- C. Contractor will ensure agency representation for the County BHP Diversity and Equity Committee held bi-monthly (every other month) in order stay apprised of—and inform—strategies and initiatives related to equity and social justice as informed by the goals included in the County Diversity and Equity Plan and Annual Updates.
- i. Assign an agency staff member designated to become an active committee member attending meetings consistently. Designee will be required to complete the *Diversity and Equity Committee Participation Agreement* form.
  - ii. Make an effort to ensure that the designated representative can also participate in ad hoc sub-committee meetings scheduled as needed to work on specific initiatives related to goals in the BHP Diversity and Equity Plan.
  - iii. Identify a back-up person to attend committee meetings in the absence of the designated person.
- D. Provision of services in Preferred Language:
- i. Contractor shall provide services in the preferred language of the beneficiary and/or family member with the intent to provide linguistically appropriate mental health services per ACA 1557 45 CFR 92, nondiscrimination in healthcare programs. This may include American Sign Language (ASL). This can be accomplished by a bilingual clinician or the assistance of an interpreter. The interpreter may not be a family member unless the beneficiary or family expressly refuses the interpreter provided.
  - ii. Contractor may identify and contract with an external interpreter service vendor or may avail themselves to using the vendor provided and funded through Solano County Health and Social Services.
  - iii. Contractor shall ensure that interpretation services utilized for communications or treatment purposes are provided by interpreters who receive regular cultural competence and linguistic appropriate training. Training specifically used in the mental health field is recommended.
  - iv. Contractor shall ensure that all staff members are trained on how to access interpreter services used by the agency.
  - v. Contractor will provide informational materials as required by Section 8.B below, legal forms and clinical documents that the beneficiary or family member may review and/or sign shall be provided in the beneficiary/family member's preferred language whenever possible;
  - vi. Contractor shall at a minimum provide translation of written informing materials and treatment plans in the County's threshold language of Spanish as needed for beneficiaries and/or family members.
- E. Cultural Humility Training:
- i. Contractor shall ensure that all staff members including direct service providers, medical staff, administrative/office support, recreation staff, and leadership complete at least one training in cultural humility and/or social justice per year.
    - a. Contractor will maintain evidence, including sign in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving the mandatory annual cultural humility and/or social justice training. Contractor will submit evidence of staff training to Contract Manager biannually with the monthly reporting on January 15<sup>th</sup> and July 15<sup>th</sup> for the fiscal years this contract covers.

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

## 8. QUALITY IMPROVEMENT ACTIVITIES

- A. Regulation changes that occur during the life of this agreement:
- i. If/When Federal and/or State agencies officially communicate changes/additions to current regulations, County will communicate new expectations via County Quality Assurance Information Notice, and such requirements will supersede contractual obligations delineated in this agreement.
- B. Informing Materials:
- i. Informing materials include Solano County Problem Resolution forms.
  - ii. Contractor shall ensure that informing materials are printable and given to those requesting services within 5 business days.
  - iii. Contractor shall ensure that Informing Materials are made available in County threshold language of Spanish, and alternative formats (audio and large font).
- C. Problem Resolution:
- i. Contractor shall adopt and implement the County Health and Social Services Department, Behavioral Health Division's Problem Resolution process.
    - a. The County Problem Resolution process includes Grievance, Appeal, and Expedited Appeals, as stipulated in County policy *ADM141 Beneficiary Problem Resolution Process – Grievances*, *ADM142 Beneficiary Problem Resolution Process – Appeals and Expedited Appeals*, *ADM143 Beneficiary Problem Resolution Process – Expedited Appeals*, *ADM132 Request to Change Service Provider*, *AAA210 Beneficiary Right of a Second Opinion*, and *ADM136 MHSA Issue Resolution Process*.
    - i. Contractor is not a Medi-Cal provider under the BHP and therefore the Appeal, Expedited Appeal Process, Request to Change Service Provider or Beneficiary Right of a Second Opinion processes do not apply to them.
  - ii. Contractor duties regarding Problem Resolution include, but are not limited to, the following:
    - a. Contractor shall post County notices and make available County forms and other materials informing beneficiaries of their right to file a grievance and appeal. Required materials include the following brochures: "Beneficiary Rights & Problem Resolution Guide", "Compliment/Suggestion Form", and the "Grievance Form", "Request to Change Service Provider" and the "MHSA Issue-Suggestion Form". Contractor shall aid beneficiaries in filing a grievance when requested and shall not retaliate in any manner against anyone who files a grievance.
    - b. Contractor shall forward all Problem Resolution Process brochures written and completed by or on behalf of a beneficiary of the BHP to County Quality Assurance, immediately but no later than 24 hours from receipt, whether or not Contractor has resolved the problem.
    - c. Contractor shall provide "reasonable assistance" to individuals completing problem resolution forms, such as providing interpreting services and free access to TTY/TTD services.
    - d. Contractor shall communicate and collaborate directly with the County Quality Assurance Problem Resolution Coordinator to provide any additional information needed regarding any follow up actions to investigate/resolve the problem identified through the problem resolution process.

- e. Contractor shall provide at no cost and sufficiently in advance of a resolution timeframe for appeals, information and the beneficiary may want to use to support the case, including parts of their medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Plan in connection with the appeal of adverse benefit determination.
- D. Serious Incident Reports (SIRs):
  - i. Contractor will communicate the occurrence of serious incidents to the County by completing an official County Serious Incident Report form following the process outlined in County policy ADM-1.10 Serious Incident Reporting, including but not limited to the following:
    - a. Contractor shall verbally notify County Quality Assurance immediately but not later than 4 hours after a serious incident;
    - b. Contractor shall submit the SIR electronically to County Quality Assurance within 24 hours of the incident or sooner via Comply Track: website;
    - c. Contractor shall communicate directly with the County Quality Assurance designee, or the County Contract Manager or designee to provide any additional information needed regarding the reported incident;
    - d. Contractor and County Behavioral Health Administration/Quality Assurance shall discuss and develop recommendations to achieve more desired outcomes in the future. An Adverse Outcome meeting can be held in which the contractor may need to attend, in order to discuss the SIR, interventions and recommendations for policy/program improvement;
    - e. Data breaches or security incidents are required to be reported to both County Quality Assurance and County Health and Social Service Compliance Unit concurrently immediately upon discovery and no later than 24 hours.
- E. Annual County review of Contractor service delivery site and chart review:
  - i. County may engage in a site and chart review annually;
  - ii. Contractor will provide all requested records and an adequate, private space in which for County staff to conduct the site/chart review;
  - iii. County, State or Federal Officials have the right to audit for 10 years from any previous audit, therefore Contractor will retain records for 10 years from the completion of any audit.
- F. Compliance Investigations:
  - i. At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Contract. Additionally, Contractor will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding beneficiaries receiving services, and other data relating to all matters covered by this Contract.
- G. Conflict of Interest – Expanded Behavioral Health Contract Requirements:
  - i. Contractor will abide by the requirements outlined in County policy ADM146 Disclosure of Ownership, Control and Relationship Information of Contracted Agencies, including but not limited to the following:
    - a. Contractor will disclose the name of any person who holds an interest of 5% or more of any mortgage, deed of trust, not or other obligation secured by the Contractor to the County;
    - b. Contractor will ensure all service providers receive a background check as a condition of employment as stringent as the County background policy requirements;

- c. Contractor will require any providers or any other person within the agency with at least a 5% ownership interest to submit a set of fingerprints for a background check;
  - d. Contractor will terminate involvement with any person with a 5% ownership interest in the Contractor who has been convicted of a crime related to Medicare, Medicaid, or CFR title XXI within the last 10 years.
- H. Contractor will ensure that all Contractor staff, including administrative, provider, and management staff, receives formal Compliance training on an annual basis.  
On a monthly or quarterly basis as determined by the County Contract Manager, Contractor shall provide County Contract Manager or designee with an updated list of all staff and indicate the most recent date of completing a compliance training to include content on confidentiality and Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Supporting documentation can include sign-in sheets based on Contractor's organizational chart.
- I. Physical Accessibility Requirements:
  - i. Contractor must provide physical access, reasonable accommodations, and accessible equipment for beneficiaries with physical or mental disabilities.
  - ii. If there is a change to the physical accessibility of the contracted agency/individual, it must be reported to the County Contract Manager or designee.

#### **9. CONFIDENTIALITY OF MENTAL HEALTH RECORDS**

- A. Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of any information regarding beneficiaries (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 beneficiary's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.
- B. Contractor and staff will be responsible for only accessing beneficiary data from the County's electronic health record for beneficiaries for which they have open episodes of care and for which individual staff have a specific business purpose for accessing. All attempts to access beneficiary data that do not meet those requirements will be considered data breaches and Contractor is responsible for reporting such breaches to County Quality Assurance and HSS Department Compliance unit immediately or within 4 hours of discovery.
- C. In the event of a breach or security incident by Contractor or Contractor's staff, any damages or expenses incurred shall be at Contractor's sole expense.

#### **III. COUNTY RESPONSIBILITIES**

- 1. Provide technical assistances in the form of phone consultations, site visits and meetings to provide clinical guidance and address challenges in the clinical program, implementation and/or performance of the Contract.
- 2. Provide feedback on performance measures objectives and fiscal expenditures in a timely manner to seek a proactive solution.
- 3. Provide feedback on fiscal performance and process budget modifications and contract amendments as appropriate.
- 4. Make available electronically all policies and procedures referenced herein and inform the Contractor as policies are reviewed and updated so that the Contractor is aware of changes.

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

**1. METHOD OF PAYMENT**

- A. Upon submission of an invoice and a Solano County vendor claim by Contractor, and upon approval by County, County shall, in accordance with the "Contract Budget" attached to this Contract as Exhibit "B-1" and incorporated into this Contract by this reference, pay Contractor monthly in arrears for fees and expenses actually incurred the prior month, up to the maximum amount set forth in **Section 3 of the Standard Contract**. Monthly claims for payment should be submitted to County by the 15<sup>th</sup> day of the subsequent month.
- B. Claims submitted by Contractor must meet the criteria set forth in section E and be documented by a fiscal monitoring report (Exhibit B-2). **Each invoice must specify actual charges incurred.**
- C. Contractor must request prior written approval, which approval may be withheld at the sole and absolute discretion of County, for transfers between budget categories or the addition of line items within the operating expenses category, which are set forth in Exhibit B-1, when the cumulative amount of such transfers or additions exceed the lesser of \$30,000 or 10% of the total contract budget for the fiscal year. County may authorize the proposed transfers between budget categories or the addition of line items within a budget category under this section, except for personnel, subcontractors, indirect costs and capital expenditures (equipment or real property), provided that such transfers or additions do not substantially change the scope of services to be provided under this Contract and do not increase the contract amount. Requests for transfers between budget categories or addition of budget line items within a budget category over the aforementioned threshold must be presented to the County on the County's "Budget Modification Request Form". Budget modifications below the threshold must be presented on Exhibit B-2 Fiscal Monitoring Report and submitted with the monthly vendor claim and invoice. Contractor is limited to 3 budget modifications per fiscal year and must be made by June 30<sup>th</sup>.
- D. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor agrees that funds to be disbursed under the terms of this contract will be withheld if repayment is not received by the County within thirty days of receipt of notice from County. Contractor may submit a written appeal to a disallowance to the County Health and Social Services Behavioral Health Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County. The decision of the County regarding the appeal will be final.
- E. The following criteria apply to Contract Budget submitted by Contractor under this Contract:
  - 1. Requests for payment of personnel costs must include positions, salary, and actual percentage of time for each position. If Contractor provides fringe benefits to part time employees, salary and fringe benefits must be pro-rated for non-full-time employees. Salaries are fixed compensation for services performed by staff who are directly employed by Contractor and who are paid on a regular basis. Employee benefits and employer payroll taxes include Contractor's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses that are approved

by County. **These expenses are allowable only when included in accordance with Contractor's approved written policies and allocation plan.**

2. Salaries and benefits of personnel involved in more than one contract, grant, or project must be charged to each grant based on the actual percentage of time spent on each grant or project. Timesheets and time studies for each employee whose time is charged to this contract must be maintained by Contractor and available upon request by the County.
3. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment or payments to subcontractors. The expenses must be to further the program objectives as defined in Exhibit A of this Contract and be incurred during the invoiced period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
4. Indirect costs are shared costs that cannot be directly assigned to a particular activity but are necessary to the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services and administrative salaries are examples of indirect costs. Contractor must use a negotiated indirect cost rate with a federal agency. A Contractor who does not have a negotiated indirect cost rate agreement may claim an indirect cost rate of up to 13% of modified total direct costs.
5. Regardless of whether Contractor claims indirect costs through a negotiated indirect cost rate, Direct Allocation Method or the 13% of modified total direct costs, Contractor must provide the County with a cost allocation plan that clearly differentiates between direct and indirect costs. Contractor ensures that the same costs that have been treated as indirect costs have not been claimed or budgeted as direct costs, and that similar types of costs in like circumstances have been accounted for consistently. Contractor will provide this plan to County upon request. In the event that Contractor is unable to provide County with an acceptable cost allocation plan, County may disallow any indirect cost billed amounts.

## **2. ACCOUNTING STANDARDS**

- A. Contractor shall establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for organizations/governmental entities as described in Section 13.C of Exhibit C. Additionally, Contractor must submit claims for payment under this Contract using either a cost allocation method or a direct allocation method.
- B. Contractor's cost allocation method must be supported by a cost allocation plan with a quantifiable methodology validating the basis for paying such expenditures.
- C. Contractor shall document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices, time studies, and other official documentation that sufficiently support all charges under this Contract.

## **3. PERSONAL PROPERTY**

Contractor shall develop and maintain a system to track the acquisition of tangible personal property purchased with County funds having a cost of at least \$1,500 and submit, upon County's request, an annual accounting of all such property purchased that includes information on cost and acquisition date. Contractor shall ensure adequate safeguards are in place to protect such assets and shall exercise reasonable care over such assets to protect against theft, damage or unauthorized use. Contractor shall, upon County's request, return such assets to the County upon contract termination; unless the

depreciated value of the asset is \$0, based on a straight-line method of depreciation (refer to CFR part 200.436).

**4. FINANCIAL STATEMENTS AND AUDITS**

- A. Contractor agrees to furnish annual audited financial statements to the County, which must be submitted within 30 days of its publication. If Contractor is not required by federal and/or state regulations to have an independent audit of its annual financial statements, Contractor agrees to furnish unaudited financial statements by September 1.
- B. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, State or Federal Government conducts an audit of the County and/or Contractor's services.

**EXHIBIT B-1**  
**Caminar Wellness Recovery Center (WRC)**  
**FY 2023/24**

<b>Contract Budget Line Items</b>	<b>FTE</b>	<b>Total Cost</b>
<b>Personnel</b>		
Executive Director SMI	0.09	\$19,048.48
Director of Services	0.20	\$30,000
Program Director	2.00	\$147,882.98
Operations Manager	0.20	\$17,266.21
Admin Assistant 2	0.60	\$29,981.95
Peer Counselor	2.73	\$116,682.60
Peer Counselor 2	2.00	\$89,552.33
Peer Case Manager	2.00	\$89,024
Total Salaries		\$539,438.55
Benefits		\$167,225.95
<b>Subtotal Personnel</b>	<b>9.82</b>	<b>\$706,664.50</b>
<b>Operating Expenses</b>		
Hiring Expense		\$2,500
Training		\$3,000
Occupancy		\$125,207.18
Equipment Expense		\$2,500
Office Expense		\$21,300
Communication		\$16,600
Utilities		\$20,000
IT Supports		\$6,000
Client Supports		\$30,000
Travel		\$1,000
Vehicle Expense		\$27,800
Insurance		\$3,000
<b>Subtotal Operating Expenses</b>		<b>\$258,907.18</b>
<b>Subtotal (Personnel &amp; Operating Expenses)</b>		<b>\$965,571.68</b>
Indirect Cost (up to 13%)		\$125,524.32
<b>Grand Total Expenses</b>		<b>\$1,091,096</b>

**EXHIBIT B-2: FISCAL MONITORING REPORT**

Vendor Name:								
Contract#:								
July 1, 2023 - June 30, 2024								
Line Item	FY 2023/24 Approved Contract Budget	Budget Modification 1: Date mm/dd/yy	Budget Modification 2: Date mm/dd/yy	Revised Contract Budget	YTD Paid Invoices	% Used (YTD Paid Invoices/ Revised Contract Budget)	Current Month Invoice: mm/yy	Contract Balance
<u>Personnel</u>								
Staff Member 1								
Staff Member 2								
Staff Member 3								
Staff Member 4								
Benefits								
Subtotal Personnel	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
<u>Operating Expenses</u>								
Rent & Utilities								
Office Supplies & Materials								
Telephone/ Communications								
Postage/Mailing								
Reproduction/Copying								
Travel								
Training/Conferences								
Other								
Subtotal Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
<u>Subcontractors</u>								
Subcontractor 1								
Subcontractor 2								
Subtotal Subcontractors	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
<u>Indirect Costs</u>								
Subtotal Indirect	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
Grand Total Expenses	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
Total Budget Balance								\$ -

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

**1. CLOSING OUT**

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay 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:<br>(Including operations, products<br>and completed operations.) | <b>\$2,000,000</b>                      | per occurrence for bodily injury, personal<br>injury and property damage, or the full per<br>occurrence limits of the policy, whichever is<br>greater. If Commercial General Liability<br>insurance or other form with a general<br>aggregate limit is used, either the general<br>aggregate limit shall apply separately to this<br>project/location or the general aggregate limit<br>shall be twice the required occurrence limit. |
| (2) Automobile Liability:   | <b>\$1,000,000</b>                      | per accident for bodily injury and property<br>damage.  |
| (3) Workers' Compensation:  | As required by the State of California. |   |
| (4) Employer's Liability:   | <b>\$1,000,000</b>                      | per accident for bodily injury or disease.  |

D. Additional Insurance Coverage

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

- |                      |                    |  |
|----------------------|--------------------|--|
| (1) Cyber Liability: | <b>\$1,000,000</b> | per incident with the aggregate limit twice the<br>required limit to cover the full replacement<br>value of damage to, alteration of, loss of, or<br>destruction of electronic data and/or<br>information property of the County that will be<br>in the care, custody or control of Contractor<br>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 29 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:

(1) 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

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

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

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

(1) Cancel this Contract; or,

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

## **27. CHANGES AND AMENDMENTS**

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

## **28. CHOICE OF LAW**

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

## **29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

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

## **30. WAIVER**

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

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

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

## **32. FAITH BASED ORGANIZATIONS**

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

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

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

## **33. PRICING**

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

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

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

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

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

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

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

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

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

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

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

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

**38. ENTIRE CONTRACT**

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

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**1. CONTRACT EXTENSION**

Notwithstanding Sections 2 and 3 of the Standard Contract, and unless terminated by either party prior to contract termination date, at County's sole election, this Contract may be extended for up to 90 days beyond the contract termination date to allow for continuation of services and sufficient time to complete a novation or renewal contract. In the event that this Contract is extended, compensation for the extension period shall not exceed \$272,774.

**2. DRUG FREE WORKPLACE**

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

**3. CHILD/ADULT ABUSE**

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

**4. HIPAA COMPLIANCE-COVERED ENTITY TO COVERED ENTITY**

County and Contractor each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act and agree to use and disclose protected health information as required by law. County and Contractor acknowledge that the exchange of protected health information between them is only for treatment, payment, and health care operations.

**5. NATIONAL VOTER REGISTRATION**

Contractor is required to conduct active voter registration activities if practical. Voter registration activities shall be conducted in accordance with Health and Social Services Department, Mental Health Policy Number 24.0, National Voters Registration Act of 1993. Contractor shall complete the Voter Registration Act (VRA) Certification Form attached as Exhibit D-4, indicating that voter registration activities are actively conducted.

SOLANO COUNTY

**DRUG-FREE WORKPLACE CERTIFICATION**

(rev-09/01/94)

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**Caminar, Inc.**

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

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

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**CERTIFICATION**

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

*Mark Cloutier*



Contractor Signature

09/12/2023  
11:52 AM EDT

Date

## **CHILD ABUSE REPORTING REQUIREMENTS**

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

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

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

*Mark Cloutier*



Signature: \_\_\_\_\_

09/12/2023  
11:52 AM EDT

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

## **ADULT ABUSE REPORTING REQUIREMENTS**

Welfare and Institutions Code section 15630 and following:

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

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

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

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

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

Mark Cloutier



Signature: \_\_\_\_\_

09/12/2023  
11:52 AM EDT

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

**NATIONAL VOTER REGISTRATION ACT (NVRA) OF 1993**

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Company/Organization Name

**Caminar, Inc.**

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**SOLANO COUNTY MENTAL HEALTH PROGRAMS (SCMHP):**

**UNDER CONTRACT WITH** Solano County Health and Social Services Department (Mental Health Services).

The contractor or grant recipient named above certifies compliance with the National Voter Registration Act (NVRA) of 1993 in matters relating to providing a voter registration services to any and all consumers who utilize mental health services in the County of Solano.

The above named contractor will:

1. Publish a statement notifying employees that they shall comply with the implementation of a voter registration services as defined in the Solano County Health and Social Services Policies and Procedures Manual,
2. Establish a Voter Registration Program as required by the Solano County Health and Social Services Department, Mental Health Services, and
3. Provide, as required by NVRA, information and data as requested by the Solano County Health and Social Services Department for compliance with the Department of Mental Health (DMH) Information Notices and Implementation audits.

**CERTIFICATION**

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

*Mark Cloutier*



Signature: \_\_\_\_\_

09/12/2023  
11:52 AM EDT

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