

**FIRST AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and CAMINAR, INC.**

This First Amendment ("First Amendment") is entered into as of the 22nd day of April 2025, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and CAMINAR, INC, ("Contractor").

1. Recitals

- A. The parties entered a contract dated July 1, 2024 (the "Contract"), in which Contractor agreed to provide Comprehensive Case Management (CCM) services.
- B. The County now needs to increase the budget and modify the scope of work.
- C. This First Amendment represents an increase of \$230,967 to the Contract.
- D. The parties agree to amend the Contract as set forth below.

2. Agreement.

A. Amount of the Contract

Section 3 is deleted in its entirety and replaced with: The maximum amount of this contract is \$1,194,973.00.

B. Scope of Work

Exhibit A is deleted in its entirety and replaced with the Scope of Works attached to and incorporated by this reference as Exhibit A-1, effective April 22, 2025.

C. Budget.

- i. Exhibit B is deleted in its entirety and replaced with the budget attached to and incorporated by this reference as Exhibit B-3.
- ii. Exhibit B-1 is deleted in its entirety and replaced with the FY2024/25 budget attached to and incorporated by this reference as Exhibit B-1-1.


3. Effectiveness of Contract.

Except as set forth in this First Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

COUNTY OF SOLANO, a Political
Subdivision of the State of California

By _____
Bill Emlen
County Administrator

CAMINAR INC

By  _____
Audrey Klein, PhD, MBA
Chief Clinical Officer

APPROVED AS TO CONTENT

By  _____
Emery Cowan, Director
Health and Social Services



04/04/2025
04:23 PM EDT

APPROVED AS TO FORM

By Kelly Welsh  04/04/2025
02:58 PM EDT
Deputy County Counsel

EXHIBIT A-1
SCOPE OF WORK

I. PROGRAM DESCRIPTION:

Contractor will provide evidence-based Supported Employment and Educational (SEE) services for individuals mental health and substance use challenges from the BH Division and California Work Opportunity and Responsibility to Kids (CalWORKs) recipients from the Employment and Eligibility Division who have identified the desire to seek employment. Contractor will adhere to the Individual Placement and Support (IPS) model which requires integration of employment and behavioral health services. Contractor will prepare job seekers with the skills necessary to secure and maintain competitive and integrated employment.

The Employment Services and Support program is outlined in the Solano County Behavioral Health Service Act (BHSA) Three-Year Plan and a requirement of CalWORKs' Welfare to Work program.

II. CONTRACTOR RESPONSIBILITIES:

1. PROGRAM SPECIFIC ACTIVITIES

A. Provide SEE Services for between 160-200 unduplicated health plan members and up to 20 Welfare-to-Work participants using an evidence-based supported employment model, IPS for individuals with mental health and co-occurring substance use disorders who have communicated a desire to secure employment. The IPS Employment Specialist (ES) provides all six (6) phases of the Supported Employment service including:

1. Program Engagement Phase to include:

i. Do outreach and education to BH teams (county and contractor operated) utilizing the Solano Behavioral Health (BH) referral form and processes. The currently approved referring programs include:

- a. Full Service Partnership programs for adults and youth (2 adult and 3 TAY teams)
- b. Community Case Management (CCM) program
- c. County Adult Outpatient clinics- Fairfield, Vallejo, Vacaville
- d. Early Psychosis program
- e. County Homeless Outreach Partnership and Engagement (HOPE) program
- f. County Sub-Acute Team

ii. ES immediately engages and begins to provide informed consent about identifying, obtaining, and/or retaining employment or educational goals.

iii. The IPS team will meet weekly with the mental health team to ensure shared decision making and updates for coordinated care.

2. Employment Assessment Phase to include:

Upon referral, the ES will complete the following intake activities:

- i. Development of the Career Profile using the IPS form found here: <https://ipsworks.org/index.php/library/>
- ii. Review of job choice in relation to health plan member and/or Welfare-to-Work participants preferences along with the availability of employers and job postings in the local labor market.
- iii. Analysis of pertinent collateral information and reports of prior work experiences and performance.

- iv. Inclusion of employment goal within the mental health treatment plan in coordination with the Mental Health (MH) Treatment team. Development of the Job Search Plan to affirm employment goal.
3. Employment Intake Phase to include:
- i. Support BH and Welfare-to-Work participant in developing individualized job specific resumes, cover letters and other documents to prepare for applications.
 - ii. Practice appropriate work-related behaviors/etiquette and conduct mock interviews.
 - iii. Discussion about personal disclosure to employers by completing the IPS Disclosure Worksheet- including involvement level of ES's or team.
 - iv. Research local Labor Market needs as they relate to the career profile and BH and Welfare-to-Work participant preferences.
 - v. Benefits counseling is provided to every health plan member to identify effects on current and future disability benefits.
4. Job Development/Placement Phase to include:
- i. Contact with an employer on behalf of the health plan member within 30 days of face-to-face intake.
 - ii. Access the Internet for job openings, do onsite visits, attend job fairs, etc.
 - iii. Network with other vocational service programs regarding job openings and training opportunities such as the Workforce Development Board, and Employment Development Department (EDD) to enhance job development opportunities.
 - iv. Upon Job Placement ES will complete the Job Start worksheet as well as provide:
 - a. Job destination training
 - b. Job orientation assistance as needed
 - c. Support reporting earned income to SSA and others as applicable
 - d. Provide education to health plan member about condition of employment, such as:
 - 1. Job duties and job description
 - 2. Performance expectations
 - 3. Name of immediate supervisor
 - 4. Responsibilities of the employee
 - 5. Wage payment practices
 - 6. Benefits
 - 7. Company policies and procedures including conflict resolution procedures and health and safety practices
 - 8. Probation and performance evaluation procedures
- Union status, as appropriate
5. Job Coaching Phase:

- i. To include individual assistance and support on or off-the-job, in activities that are needed to promote job adjustment and retention. Services may be job related to related to psychiatric rehabilitation, social, or personal needs- this includes Work Incentives Planning and preparation, reporting to social security, etc. Services may be time-limited or ongoing depending upon individual need.
6. Employment Retention & Follow-along Supports Phase to include:
 - i. Phone or personal contact, on or off the job, with the individual to determine ongoing satisfaction with the terms of employment.
 - ii. Phone or personal contact with the employer to determine ongoing satisfaction with the terms of employment if the health plan member chose to allow disclosure.
 - iii. ES has face-to-face contact within 1 week before starting a job, within 3 days after starting a job, weekly for the first 1-2 months, and at least monthly for a year or more, on average, after working steadily and desired by health plan members and/or Welfare-to-Work participants.
 - iv. Assistance with necessary supports to sustain employment which includes linkage to mental health team.
 - v. Continued assessment of impact on disability benefits related to hours and earnings; support determining benefits of more hours and effects on insurance.
 - vi. Completion of the Job End worksheet and continued career profile updating if the person loses or chooses to leave a job; discussion of new job goals for continued services.
 - a. Average Health plan member Length of Stay: Health plan members and/or Welfare-to-Work participants transfer off the IPS caseload after working steadily and reporting satisfaction with their jobs. On average, transfers to not occur before one year of working. The team can reopen individuals if they want a job change, lost a job or need more intensive supports to retain their job.
 - vii. The IPS team can reopen individuals if the health plan member and/or Welfare-to-Work participants wants a job change, lost a job or need more intensive supports to retain their job.

A. Therapy:

- I. Complete Assessments and Evaluations of participants
- II. Provide one-on-one services to participants
- III. Utilize therapeutic interventions
- IV. Documentation of progress while maintaining accuracy of client progress as well as confidentiality
- V. Meet weekly/monthly with program providers to provide details on client progress

B. Case management support:

- I. Assist currently enrolled clients with counseling for the duration of their active status with employment services, can be up to a year
- II. Meet weekly with Employment Specialists to ensure client support is met
- III. Meet with clinics on a weekly, monthly and quarterly basis to ensure client updates are met

- IV. Document and create Service Plans to track client goals and activities
 - V. Assist with client support for community resources
- B. Provide Supported Education for individuals who express a desire for continuing education in order to gain employment. Coordinate this service with the Welfare-to-Work Employment Resources Specialist case manager.
- C. Implement a program that aligns with the IPS Fidelity Scale. To support fidelity, Contractor will utilize established program tools (i.e., *Career Profile Form*, *Job Start/Follow Along forms*, *Disclosure Form*, etc.) from the IPS site. All documents can be found on the website's library: <https://ipsworks.org/index.php/library/>
- 1. Contractor will adhere to the team data tracking using the *Data Record Keeping* guidance [<https://ipsworks.org/wp-content/uploads/2017/08/Data-and-Record-Keeping-for-Good-Fidelity.pdf>]. Data items to be tracked include, but are not limited to:
 - i. **Team and Health plan member Level Data:** Using the *Sample Supervisor Data Table* on the IPS website and track, days between intake and first face to face employer contact, length of services, employment status, starting pay/hours, job start and end dates, credit hours/courses completed, average weekly contacts, average weekly contacts for job development, number of persons in competitive, integrated employment, number of persons with educational goals enrolled in school or technical education program, etc.
 - ii. **Program Activities:** Contractor will provide and track individual supervision, weekly team meetings with IPS team, weekly team meeting with County team, meetings with family members or other natural supports, establishment of a Steering Committee and meeting at least quarterly, engage in events or activities to share IPS successes with community.
 - iii. **Process Outcomes:** Contractor will participate in fidelity reviews- the first review occurs between 6 months to a year (or once a program has at least 10 job starts), and annually/biannually thereafter. Fidelity reviews are pending status of COVID-19. Contractors agree to support high fidelity practice by updating internal Quality Improvement/Quality Assurance (QI/QA) processes, policies and practices to support IPS. Contractors agree to ensure staff availability for trainings, Technical Assistance (TA), site visits and steering committee meetings.
- D. Adhere to the 8 Practice Principles of IPS Supported Employment:
- 1. Focus on competitive employment as an attainable goal for BH and Welfare-to-Work participants seeking employment.
 - 2. Eligibility for program is based on BH and Welfare-to-Work participant choice: members are not excluded on the basis of readiness, diagnoses, symptoms, substance use history, psychiatric hospitalizations, homelessness, level of disability, or legal system involvement.
 - 3. Integration of rehabilitation and BH services: IPS programs are closely integrated with mental health treatment teams.
 - 4. Ensure services are based on each person's preferences and choices, rather than providers' judgments. ES's will utilize the IPS Career Profile and accompanying forms for each health plan member.

5. Provide personalized benefits counseling: ES's help people obtain personalized, understandable, and accurate information about their Social Security, Medicaid, and other government entitlements.
 6. Provide rapid job search approach of starting job development within 30 days of intake to help job seekers obtain jobs directly, rather than providing lengthy pre-employment assessment, training, and counseling.
 7. Engage in systematic job development activities. ES's will systematically visit employers, who are selected based on job seeker preferences, to learn about their business needs and hiring preferences.
 8. Provide time-unlimited and individualized support that continues for as long as each health plan member wants and needs the support.
- E. Staffing Required:
1. The minimum requirements for the IPS team shall include:
 - i. IPS Team Leader/Supervisor (Full-Time, Dedicated)
 - ii. IPS Assistant Program Director (Full-Time)
 - iii. Therapist
 - iv. ES's
 - a. ES spends 65% or more of total scheduled work hours in the community.
 - b. ES carries out all six phases of employment Service (e.g. Program intake, engagement, assessment, job Development/job placement, job coaching, and follow-along supports)
 - v. Employment Peer Specialists
 - vi. IPS Case Manager- Provide light case management
- F. The IPS Supervisor carries a small caseload (for example, 1:4) to maintain connection with IPS processes. The Supervisor conducts weekly supervision designed to review health plan member situations and identify new strategies and ideas to help health plan members and/or Welfare-to-Work participants with their work lives. The Supervisor communicates with mental health team leaders to ensure that services are integrated, to problem-solve programmatic issues & attends a meeting for each mental health treatment team on a quarterly basis. The supervisor provides field mentoring and reviews current health plan member outcomes with ES's and sets goals to improve program performance monthly. Additional responsibilities for the IPS Supervisor include:
1. Develops a process to do outreach and education to mental health teams and/or Welfare-to-Work teams within county and CBOs utilizing the County referral form and processes.
 2. Ensures the IPS team meets weekly with the mental health team, County programs (FSP, ICCs) and CBO partners, to ensure shared decision making and updates for coordinated care. Obtains Releases of Information and MOUs as needed for shared caseloads with behavioral health teams which includes health plan members and/or Welfare-to-Work participants with mental health and co-occurring challenges.
 3. Establishes shared documentation, describing ways to integrate the employment goals in the treatment plan and progress note documents.
 4. Ensures IPS trained in the evidence-based practice and secure training for program staff as needed. All staff shall be cross trained to provide both employment and educational services.
- G. Assistant Program Director is a support person for the Program Director dedicated full time to assist with employee supervision, providing IPS support and maintaining positive

outcomes by tracking outcomes and ensuring clinic communication remains constant for participant referrals and client updates. Other duties include, providing and updating marketing material for program services, obtain a Work Incentives Planner Certificate in order to assist participants with any Social Security questions or concerns

1. Work with clinics to ensure weekly and monthly client updates are shared
2. Track monthly referrals and ensure they are being contacted within 48 hours per Fidelity guidelines
3. Ensure all Fidelity items are on track for excellent Fidelity
4. Carries Small case load 1:4

H. Therapist: Provides one-on-one services to participants, maintains accurate documentations of client progress, meets with key program providers

I. ES's carry a caseload of 1:20 and will be assigned to one or two mental health treatment teams (programs), from which 90-100% of the caseload is comprised.

1. At least one ES FTE will be assigned specifically to work with E&E to serve Welfare to Work participants. Collaborate closely with the FSP team to support health plan members and/or Welfare-to-Work participants being served and attends the FSP team meetings weekly.

J. Peer Specialists do not carry a caseload but rather are available to any health plan member receiving services who may benefit from engagement in recovery, help with job applications or assignments between appointments, learn about job histories and explores passions/interests, provides individual and group employment supports and wellness self-management tools for job retention (<https://ipsworks.org/wp-content/uploads/2018/01/HANDBOOK-FOR-IPS-PEER-SPECIALISTS.pdf>)

K. Case Managers provide light case management to enrolled participants, help with participant engagement, goal planning and connecting participants to community resources

2. GENERAL ACTIVITIES

- A. Provide supportive services that are strengths-based, person-centered, safe, effective, timely and equitable; supported by friends and the community; with an emphasis on promoting 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 Mental Health Plan (MHP) 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. crisis stabilization unit phone number, crisis hotline numbers, and after-hours phone lines for FSPs

for health plan members and/or Welfare-to-Work participants who are open to an FSP) when medically necessary.

- F. Contractor shall supervise unlicensed staff in accordance with the applicable California State Board guidelines and regulations.
- G. Representatives from the Contractor organization must make efforts to attend the monthly local Mental Health Advisory Board meeting, and participate in the BHSA community program planning stakeholder meetings, including those for the BHSA Annual Update or Three-Year Plan, BHSA Innovation projects, planning for housing services, suicide prevention planning, etc.
- H. Designate an agency representative to participate in the quarterly BHSA Partner meetings.
- I. Include in all media related to the scope of work of program funded activities by this Contract and provided to the public, a reference to the Solano County Board of Supervisors, Health and Social Services (H&SS) and the BHSA as the sponsors and funding source. When logos are used on your material, please include a copy of the County Seal as well as the BHSA logo. These materials will be made available to you at your request.
- J. Representatives from the Contractor organization must make efforts to attend the monthly local Mental Health Advisory Board meeting, BHSA partner meetings, and participate in the BHSA community program planning stakeholder meetings, including those for the BHSA Annual Update or Three-Year Plan, BHSA Innovation projects, planning for housing services, suicide prevention planning, etc.
- K. 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:
 - 1. Obtain at least two (2) estimates for the repair and select the lowest bid;
 - 2. 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 health plan members and/or Welfare-to-Work participants or program staff such as flooding, fire damage, broken window/door, etc.

3. PERFORMANCE MEASURES

- A. Provide employment services to 160-180 BH participants annually and provide employment services to up to 20 Welfare to Work participants monthly.
- B. A minimum of 50% of the BH and Welfare-to-Work participants served will secure competitive employment.
- C. Of those BH & Welfare to Work participants with education goals, at least 75% will be enrolled in voc/tech courses.
- D. A minimum of 60% of the BH plan members and/or Welfare-to-Work participants who secure employment will maintain employment for at least 90 days and a minimum of 25% will maintain employment for 120 days or more.

4. REPORTING REQUIREMENTS

- A. Contractor will collect, compile and submit monthly agreed upon contract deliverables and beneficiary demographic data by the 15th of each month unless granted an extension by the County Contract Manager or designee and be responsible for the following:

1. Submit the monthly service delivery data, using the tool developed and provided by the County. Data may include but is not limited to:
 - i. Number of unduplicated individuals served; and
 - ii. Qualitative outcomes agreed upon in this contract.
- B. Submit the monthly Demographic Report Form (tool provided by County) to include demographic categories determined by BHSA regulations which include:
 1. Age group;
 2. Race;
 3. Ethnicity;
 4. Primary Languages;
 5. Sexual orientation;
 6. Gender assigned sex at birth;
 7. Current gender identity;
 8. Disability status;
 9. Veteran status.
- C. Submit an annual BHSA Narrative Report of program activities using the tool provided by the County, submitted annually by July 15th of each year, including items above and performance measures. The following information should be included:
 1. Overall program outcome tools used to capture impact of services for health plan members or Welfare-to-Work participants served;
 2. Overall program milestones/successes and challenges/barriers;
 3. Program efforts to address cultural and linguistic needs of service recipients.
 4. BHSA Adult Contractors will prepare a quarterly evaluation of program activities, submitted by September 15th, January 15th, April 15th and July 15th of each contract year including aggregated data and narrative reports on program deliverables. The contract liaison will provide templates and discuss content. The following information should be included:
 5. Compilation of all biannual/annual data
 6. Narrative of collaborative aspects of the program, if applicable
 7. Agreed upon client outcomes and benchmarks for success
 8. Any challenges or barriers to the provision of services
- D. 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. The initial document outlining the internal data tracking/reporting workflow shall be submitted to the County by September 30, 2022 and then by August 1st 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 check-in technical assistance meetings. 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.

Meet with County IPS lead/trainer, or designee on a quarterly basis, or more frequently, to assess implementation of the IPS model which may also include reviewing program demographic and outcome data, health plan member and/or Welfare-to-Work participant progress, discuss challenges, barriers, successes, and recommendations for program improvement.

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 health plan members and/or Welfare-to-Work participants, 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:
 - 1. Acceptance and participation in the mental health system is voluntary and shall not be considered a prerequisite for access to other community services.
 - 2. 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, staff persons, therapist and/or case manager.

7. CULTURAL & LINGUISTIC CONSIDERATIONS

Contractor shall ensure the delivery of culturally and linguistically appropriate services to health plan members and/or Welfare-to-Work participants by adhering to the following:

- A. Contractor shall provide services pursuant to this agreement in accordance with current State Statutory, regulatory and Policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 97-14, "Addendum for Implementation Plan for Phase II Consolidation of Medi-Cal Specialty Mental Health Services-Cultural Competence Plan Requirements," and the Solano County MHP *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 MHP Diversity and Equity Plan provisions. Accordingly, Contractor agrees at minimum:
 - 1. Utilize the national Culturally and Linguistically Appropriate Services (CLAS) Standards in Health Care under the QA/QI agency functions and policy making. For information on the CLAS Standards please refer to the following link:

<https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>

2. Contractor will use the agency Cultural Responsivity Plan developed in FY2019/20 to guide practices and policies in order to ensure culturally and linguistically appropriate service delivery.
 - i. The agency Cultural Responsivity Plan shall be reviewed and updated at least annually, and a copy submitted to County MHP Ethnic Services Coordinator or Quality Improvement as directed by September 30th. The Plan update will include progress made on previous goals and newly developed goals for the next year.
 - ii. Contractor will submit a revised plan if County determines the plan to be inadequate or not meeting fidelity to the CLAS Standards.
 3. Develop and assure compliance with administrative and human resource policy and procedural requirements to support the hiring and retention of a diverse workforce.
 4. Provide culturally sensitive service provision including efforts to assure language access through availability of bilingual staff or interpreters.
- C. Contractor will ensure agency (not necessarily program) representation for the County MHP 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 Cultural Responsivity Plan and Annual Updates.
1. 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.
 2. 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 MHP Diversity and Equity Plan.
 3. Identify a back-up person to attend committee meetings in the absence of the designated person.
- D. Provision of services in Preferred Language:
1. 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.
 2. 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.
 3. 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.

4. Contractor shall ensure that all staff members are trained on how to access interpreter services used by the agency.
 5. Contractor will provide informational materials as required by Section 8.C 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;
 6. 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:
1. Contractor shall ensure that all staff members including direct service providers, office support, and leadership complete at least one training in cultural humility and/or social justice per year.
 - i. 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 15th and July 15th for the FY this contract covers.
- F. Participate in County and agency sponsored training programs to improve the quality of services to the diverse population in Solano County.

8. QUALITY ASSURANCE 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 QI Information Notice, and such requirements will supersede contractual obligations delineated in this agreement.
- B. Contractor shall notify County Contract Manager or designee when a staff provider will be terminating and shall demonstrate a good faith effort to notify in writing all individuals who were actively receiving services of the termination within 15 calendar days of receiving the terminations notice from the staff.
- ii. Contractor will monitor internally the Contractor's timeliness in terms of responding to requests for service. Contractor will review timeliness with County Contract Manager, or designee on a regular basis. Failure to demonstrate consistent adherence to these timeliness standards may result in an official Plan of Correction being issued to the Contractor.
- C. 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 in a minimum of 12-point font.
 - iii. Contractor shall ensure that Informing Materials are made available in County threshold language of Spanish, and alternative formats (audio and large font).
- D. Problem Resolution:
1. Contractor shall adopt and implement the County Health and Social Services Department, Behavioral Health Division's Problem Resolution process.

- i. The County Problem Resolution process includes Grievance, Appeal, and Expedited Appeals, as stipulated in County policy *ADM141 Beneficiary Problem Resolution Process – Grievances*, *ADM136 Beneficiary Problem Resolution Process—Mental Health Services Act Issues*, *ADM142 Beneficiary Problem Resolution Process – Appeals 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 Mental Health Services Act (MHSA) Issue Resolution Process*.
 - a. Contractor is not a direct mental health service provider under the MHP and therefore is not required to adhere to the Appeal, Expedited Appeal Process, Request to Change Service Provider or Beneficiary Right of a Second Opinion processes.
 2. Contractor duties regarding Problem Resolution include, but are not limited to, the following:
 - i. Contractor shall post County notices and make available County forms and other materials informing health plan members and/or Welfare to Work participants of their right to file a grievance and appeal. Required materials include the following brochures: “Beneficiary Rights & Problem Resolution Guide” “Compliment/Suggestion Form”, “Grievance Form”, “Request to Change Service Provider” and the “MHSA Issue-Suggestion Form”. Contractor shall aid health plan members and/or Welfare-to-Work participants in filing a grievance when requested and shall not retaliate in any manner against anyone who files a grievance.
 - ii. Contractor shall forward all Problem Resolution Process brochures written and completed by or on behalf of a health plan member of the MHP to County Quality Improvement, immediately but no later than 24 hours from receipt, whether or not Contractor has resolved the problem.
 - iii. Contractor shall provide “reasonable assistance” to individuals completing problem resolution forms, such as providing interpreting services and free access to TTY/TTD services.
 - iv. Contractor shall communicate and collaborate directly with the County Quality Improvement Problem Resolution Coordinator to provide any additional information needed regarding any follow up actions to investigate/resolve the problem identified through the problem resolution process.
 - v. 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.
- E. Serious Incident Reports (SIRs):
 1. 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:
 - i. Contractor shall verbally notify County Quality Improvement immediately but no later than 4 hours after a serious incident;

- ii. Contractor shall fax the written SIR to County Quality Improvement within 24 hours of the incident or sooner via Symplyr Compliance: website;
 - iii. Contractor shall communicate directly with the County Quality Improvement designee to provide any additional information needed regarding the reported incident;
 - iv. Contractor and County Behavioral Health Administration/Quality Improvement 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;
 - v. Data breaches or security incidents are required to be reported to both County Quality Improvement and Social Service Compliance Unit concurrently immediately upon discovery and no later than 24 hours.
- F. Annual County review of Contractor service delivery site and record review:
- 1. County will engage in a site and record review annually
 - 2. Contractor will provide all requested records and an adequate, private space in which for County staff to conduct the site review and chart review;
 - 3. 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.
- G. Compliance Investigations:
- 1. 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 health plan members and/or Welfare-to-Work participants receiving services, and other data relating to all matters covered by this Contract.
- H. Conflict of Interest – Expanded Behavioral Health Contract Requirements:
- 1. 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:
 - i. Contractor will disclose the name of any person who holds an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by the Contractor to the County.
 - ii. Contractor will ensure all service providers receive a background check as a condition of employment as stringent as the County background policy requirements.
 - iii. 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.
 - iv. 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.

- I. Contractor will ensure that all Contractor staff, including administrative, provider, and management staff, receive formal Compliance encompassing Federal HIPPA and state regulations regarding data privacy and security training on an annual basis.
 1. 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.

9. CONFIDENTIALITY OF MENTAL HEALTH RECORDS

- A. Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records. County and Contractor shall maintain the confidentiality of any information regarding health plan members and/or Welfare-to-Work participants (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 health plan member'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 health plan member data from the County's electronic health record or the Contractor's health records for health plan members and/or Welfare-to-Work participants for which they have open episodes of care and for which individual staff have a specific business purpose for accessing. All attempts to access health plan member data that do not meet those requirements will be considered data breaches and Contractor is responsible for reporting such breaches to County Quality Improvement and HSS Department Compliance unit immediately or within 4 hours of discovery.
- C. In the event of a breach or security incident by Contractor or Contractor's staff, any damages or expenses incurred shall be at Contractor's sole expense.

III. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Provide technical assistance in relation to program implementation (referral, intake, discharge, etc.), staffing, training, and use of program tools to meet fidelity of the IPS model.
2. 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 SOW.
3. Assign a Quality Assurance Liaison for programs under the BHP billing Medi-cal
4. Ensure that County and CBO mental health providers are exposed to training and education related to the IPS model.
5. Provide opportunities for Contractor to conduct outreach and education in the County and CBO clinics.
6. Collaborate with Contractor to monitor the referral process.
7. Ensure that program staff are able to attend team meetings of programs referring to the employment program to discuss cases.

8. Provide feedback on performance measures objectives in a timely manner to seek a proactive solution.
9. Develop reporting forms detailed in this Contract in coordination with Contractor.
10. Provide feedback on fiscal performance and process budget modifications and contract amendments as appropriate.
11. 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-3
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 15th 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) Monthly claims for payment must distinguish between E&E and BHSA expenditures, and report expenses for each program separately.
- 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. Budget modifications impacting line items crossing funding sources (E&E and BHSA) are not allowed. 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 30th.
- 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. 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.

5. 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-1-1
Caminar Jobs Plus Program
FY 2024-2025
July 1, 2024 – June 30, 2025

Contract Budget Line Items	Projected FTE	FY24/25 July 1, 2024 -June 20, 205		
		E&E (3-Month Apr to Jun 2025)	BHSA	Total
Personnel				
Executive Director	0.25	\$0.00	\$30,961.00	\$30,961.00
Supervisor	1.00	\$4,400.00	\$92,400.13	\$96,800.13
Assistant Program Director	1.00	\$21,500.00	\$0.00	\$21,500.00
Employment Specialist (Job Developer)	7.00	\$35,097.00	\$350,968.80	\$386,065.80
Peer Specialist (Job Coach)	3.00	\$11,701.00	\$93,606.24	\$105,307.24
Case Manager	1.00	\$18,070.00	\$0.00	\$18,070.00
IPS Therapist	0.50	\$12,250.00	\$0.00	\$12,250.00
Administrative Assistant	1.00	\$702.00	\$56,160.00	\$56,862.00
Total Personnel		\$103,720.00	\$624,096.17	\$727,816.17
Fringe Benefits		\$38,376.00	\$212,192.70	\$250,568.70
Subtotal Total Personnel	14.75	\$142,096.00	\$836,288.87	\$978,384.87
Operating Expenses				
Occupancy		\$22,000.00	\$0.00	\$22,000.00
Communication		\$2,500.00	\$4,000.00	\$6,500.00
Equipment Expense		\$9,000.00	\$500.00	\$9,500.00
Office Expense		\$2,000.00	\$500.00	\$2,500.00
Client Supports		\$7,000.00	\$3,700.00	\$10,700.00
Travel		\$8,000.00	\$4,113.79	\$12,113.79
Training		\$6,000.00	\$1,000.00	\$7,000.00
Hiring Expense		\$4,800.00	\$1,000.00	\$5,800.00
Insurance		\$1,000.00	\$2,000.00	\$3,000.00
Subtotal Operating Expenses		\$62,300.00	\$16,813.79	\$79,113.79
Indirect Cost (up to 13%)		\$26,571.00	\$110,903.34	\$137,474.34
Grand Total Expenses		\$230,967.00	\$964,006.00	\$1,194,973.00