

Solano County

675 Texas Street
Fairfield, California 94533
www.solanocounty.com



Agenda - Final

Tuesday, April 2, 2019

9:00 AM

Board of Supervisors Chambers

Board of Supervisors

Erin Hannigan (Dist. 1) Chairwoman
(707) 553-5363

Monica Brown (Dist. 2), Vice-Chair
(707) 784-3031

James P. Spring (Dist. 3)
(707) 784-6136

John M. Vasquez (Dist. 4)
(707) 784-6129

Skip Thomson (Dist. 5)
(707) 784-6130

SOLANO COUNTY BOARD OF SUPERVISORS
HOUSING AUTHORITY, SPECIAL DISTRICTS,
SOLANO FACILITIES CORPORATION, AND
IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

Temporary parking permits for the County Parking Garage are available from the Board Clerk for visitors attending the Board of Supervisors' meeting for more than 2 hours.

The County of Solano does not discriminate against persons with disabilities and is an accessible facility. If you wish to attend this meeting and you will require assistance in order to participate, please call the Office of the Clerk of the Board of Supervisors at 707-784-6100 at least 24 hours in advance of the event to make reasonable arrangements to ensure accessibility to this meeting.

Non-confidential materials related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection at the Solano County Government Center, 6th Floor Receptionist's Desk, 675 Texas Street, Fairfield, during normal business hours.

If you wish to address any item listed on the Agenda, please submit a Speaker Card to the Board Clerk before the Board considers the specific item. Cards are available at the entrance to the Board chambers. Please limit your comments to three minutes. For items not listed on the Agenda, please see items from the public below.

AGENDA

CALL TO ORDER - 9:00 A.M.

ROLL CALL

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

PRESENTATIONS

General Services:

- 1 **19-258** Receive a presentation from the Department of General Services on the selection of Michelle Offermann for the "Employee of the Month" Parking Program for April 2019

District Attorney:

- 2 **19-214** Adopt and present a resolution recognizing April 7-13, 2019 as National Crime Victims' Rights Week in Solano County (Supervisor Vasquez)

Attachments: [A - Resolution](#)

First 5 Solano:

- 3 **19-256** Adopt and present a resolution proclaiming April 2019 as "Children's Month" to support celebrations that raise awareness of critical children's issues and commemorate observances for children (Chairwoman Hannigan)

Attachments: [A - Resolution](#)

ITEMS FROM THE PUBLIC

This is your opportunity to address the Board on a matter not listed on the Agenda, but it must be within the subject matter jurisdiction of the Board. Please submit a Speaker Card before the first speaker is called and limit your comments to three minutes. The Board will hear public comments for up to fifteen minutes. Any additional public comments will be heard at the conclusion of the meeting. Items from the public will be taken under consideration without discussion by the Board and may be referred to staff.

ADDITIONS TO OR DELETIONS FROM THE AGENDA**APPROVAL OF THE AGENDA****PUBLIC COMMENT ON CONSENT CALENDAR**

Each speaker shall have 3 minutes to address any or all items on the Consent Calendar.

APPROVAL OF THE CONSENT CALENDAR

The Board considers all matters listed under the Consent Calendar to be non-controversial or routine and will adopt them in one motion. There will be no discussion on these items before the Board votes on the motion unless Board members request specific items be discussed and/or removed from the Consent Calendar.

CONSENT CALENDAR

GENERAL GOVERNMENT

Human Resources:

- 4 **19-268** Affirm the County's Personal Relationships Policy set forth in Civil Service Rule 7.13, Personal Relationships; and Amend the Personnel and Salary Resolution to include as Section 2.4, Personal Relationships
- Attachments: [A - Resolution](#)

Department of Information Technology:

- 5 **19-212** Ratify a purchase order with Marathon TS Inc. for \$91,111.96, which includes an increase of \$18,311.96, to allow for final payment for project management services provided to the County for the Solano County Integrated Property System (SCIPS) replacement project

HEALTH AND SOCIAL SERVICES

Health and Social Services:

- 6 **19-217** Adopt a resolution and plaque of appreciation honoring Guadalupe Rodriguez, Eligibility Benefits Specialists III, upon her retirement from the Department of Health & Social Services, Employment & Eligibility Services Division (E&ES) with over 22 years of dedicated service to Solano County
- Attachments: [A - Resolution](#)
- 7 **19-253** Approve a first contract amendment with Medical Hill Rehabilitation Center, LLC. for \$34,400, for a total contract amount of \$160,400, to provide additional sub-acute inpatient residential psychiatric medical services from the current contract period through June 30, 2019; and Authorize the County Administrator to execute the amendment and any subsequent amendments that remain within budgeted appropriations
- Attachments: [A - Amendment](#)
 [B - Link to Original Contract](#)

- 8 **19-254** Approve a 4 year contract with the Regents of the University of California, University of California, Davis for \$122,812 to provide infrastructure development for a statewide early psychosis learning health care network beginning January 1, 2019 through December 31, 2023; and Authorize the County Administrator to execute the contract and any subsequent amendments that remain within budgeted appropriations
- Attachments: [A - Contract](#)

MISCELLANEOUS ITEMS

Board of Supervisors:

- 9 **19-248** Approve the reappointment of Richard K. Dana and Jean Rubier to the Rio Vista-Montezuma Cemetery District Board of Trustees, representing District 5, for a term to expire on January 2, 2023
- 10 **19-249** Approve the reappointment of H. Lee Tedder to the Vacaville-Elmira Cemetery District Board of Trustees, representing District 5, for a term to expire on January 2, 2023
- 11 **19-250** Approve the reappointment of Russell Bruno to the Vacaville Fire Protection District, representing District 5, for a term to expire on July 1, 2022

County Administrator/Health and Social Services:

- 12 **19-264** Approve the appointments of Debbie Vaughn, Principal Management Analyst, County Administrator's Office as the primary and Emery Cowan, Mental Health Services Administrator, Health and Social Services as the alternate, to the Community Action Partnership of Solano (CAP Solano) Joint Powers Authority, to complete the 2 year terms expiring on June 30, 2019; and Approve the appointment of Emery Cowan as the Solano County representative to the Housing First Solano Continuum of Care

First 5 Solano:

- 13 **19-257** Approve the appointment of Sabrina Drake to the Solano County Child Care Planning Council for a four year term to expire on April 2, 2023
- Attachments: [A - Membership Roster](#)

REGULAR CALENDAR

Rescheduled Consent Items

Consider the following:

- A)
- B)
- C)

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

ADJOURN:

To the Board of Supervisors meeting of April 9, 2019 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, CA



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Agenda Submittal

Agenda #:	1	Status:	Presentation
Type:	Miscellaneous	Department:	General Services
File #:	19-258	Contact:	Megan Greve, 784-7900
Agenda date:	04/02/2019	Final Action:	
Title:	Receive a presentation from the Department of General Services on the selection of Michelle Offermann for the "Employee of the Month" Parking Program for April 2019		
Governing body:	Board of Supervisors		
District:	All		
Attachments:			

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ____ No X
Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors receive a presentation by the Department of General Services on the selection of Michelle Offermann as the April 2019 "Employee of the Month" for the County Administration Center Parking Program making her eligible to use the parking space designated for this program.

SUMMARY:

On September 13, 2005, the Board of Supervisors established the County Government Center "Employee of the Month" parking program for County employees. Each month a County department is designated to select one of its employees as "Employee of the Month." The Department of General Services has been designated to select an employee for April 2019.

FINANCIAL IMPACT:

The cost associated with preparing this agenda item is nominal and absorbed by the Department's FY2018/19 Adopted Budget.

DISCUSSION:

Ms. Offermann began her career with the County on October 15, 2013 as an Office Coordinator for General Services Fleet Operations. Ms. Offermann is an integral part of the Fleet Division. During her over 5 years tenure with General Services, Ms. Offermann has amassed significant institutional knowledge while assisting the Fleet Manager in day to day operations. She uses this knowledge to provide creative, and innovative solutions to support Fleet operations and its customers. Ms. Offermann assists the Fleet Division with various fiscal tasks such as budget preparation, invoice processing, and pool vehicle and fuel card billing. She is responsible for accident and vandalism reports, vehicle registration, transfers, and sales, automotive parts

purchasing and inventory, fuel purchasing and inventory which consists of fuel site maintenance, repairs, and troubleshooting, scheduling fuel storage tank testing, and monitoring fuel site locations. She is known by the Department's managers and co-workers as detail oriented and professional. She is very helpful in educating internal and external customers on Fleet processes.

Ms. Offermann is well-respected by her peers both inside and outside of the Department. Recently; upon the retirement of the former Fleet Manager, she has taken on additional tasks in support of the Division and Executive Management and she has done so with grace and professionalism. She is a loyal employee working in the best interest of the County who is an invaluable asset to the General Services Department and to the County organization.

As a valuable member of the General Services team, Ms. Offermann is commended and recognized for exemplifying the Department's core values of teamwork, flexibility, communication, professionalism and positive attitude. As such, she has been selected as the April 2019 "Employee of the Month."

ALTERNATIVES:

The Board could elect to name someone else as the "Employee of the Month"; however, this alternative is not recommended since Ms. Offermann is deserving of the Board of Supervisors; "Employee of the Month" Parking Program.

OTHER AGENCY INVOLVEMENT:

The County Administrator's Office concurs with the Department's recommendation.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



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Agenda Submittal

Agenda #:	2	Status:	Presentation
Type:	Resolution-Presentation	Department:	District Attorney
File #:	19-214	Contact:	Krishna Abrams, 784-6836
Agenda date:	04/02/2019	Final Action:	
Title:	Adopt and present a resolution recognizing April 7-13, 2019 as National Crime Victims' Rights Week in Solano County (Supervisor Vasquez)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ____ No X
Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

The District Attorney recommends that the Board of Supervisors adopt and present a resolution recognizing April 7-13, 2019 as National Crime Victims' Rights Week in Solano County.

SUMMARY/DISCUSSION:

For over three decades, National Crime Victims' Rights Week has successfully promoted awareness for victims' rights and services and honored countless crime victims and survivors.

This year's theme - *Honoring Our Past, Creating Hope for the Future*, calls on us to expand the vision that inspired the movement and celebrate the progress achieved to date. It captures the spirit and resolve needed to realize our common goal of breaking the cycle of violence and reaching each victim in need of hope and help, one victim at a time.

Although there is much to celebrate within the victim rights movement, we face multiple, complex challenges in reaching out to all victims. New types of crime have emerged and proliferated as a result of changes brought about by technology, globalization, and demographics in our society. Meanwhile, long-standing types of victimization endure, demanding a renewed commitment to action.

Solano County's Crime Victim/Witness Assistance Unit in the District Attorney's Office works with victims and witnesses of homicide, robbery, adult and child sexual assault, domestic violence, stalking, elder abuse, child molestation and physical abuse. This unit worked with 2,236 new victims of crime in the calendar year 2018 alone, and with the growing demand, has allocated nine crime victim assistant positions to work with victims and witnesses throughout Solano County. The unit is supported by grant funding through the California Office of Emergency Services.

In support of the Victim/Witness Unit, the Solano County District Attorney's Office of Family Violence Prevention and the Solano Family Justice Center help assist victims of violence by providing multiple services

directly and through partnering agencies all located under one roof. The SFJC also offers a safe and secure place for those exposed to domestic violence, sexual assault, child abuse and elder and dependent adult abuse. Ultimately, the goal is to break the cycle of violence by offering victims and survivors the opportunity to build hope and new futures free from violence.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget. The costs associated with preparation and purchase of the resolution materials and plaque are included in the Board's FY2018/19 Adopted Budget.

ALTERNATIVES:

The Board can choose not to adopt the resolution; however, this action is not recommended as this is an opportunity to raise awareness of National Crime Victims' Rights Week which has been recognized annually in Solano County.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2019 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING THE WEEK OF APRIL 7-13, 2019 AS NATIONAL CRIME VICTIMS' RIGHTS WEEK IN SOLANO COUNTY

WHEREAS, for three decades, National Crime Victims' Rights Week has successfully promoted awareness for victims' rights and services and honored countless crime victims and survivors; and

WHEREAS, to the founders of the victims' rights movement, justice means every victim would receive the advocacy and assistance they need in the aftermath of a crime. This year's theme: *"Honoring Our Past, Creating Hope for the Future"* recommitts our nation to celebrating the progress made by those before us as we look to a future of crime victims' services that is even more inclusive, accessible, and trauma-informed; and

WHEREAS, among the various types of violent crime reported in the United States, aggravated assault is the most common and is now being reported more often than previous years; and

WHEREAS, annually, rape costs the U.S. more than any other crime (\$127 billion), followed by assault (\$93 billion), murder (\$71 billion), and drunk driving, including fatalities (\$61 billion); and

WHEREAS, in the most recent report by the FBI's Uniform Crime Reporting (UCR), and nationwide in 2017, there were an estimated 7,694,086 property crimes and an estimated 1,247,321 violent crimes. By violent crime offense, the arrest rate for murder and non-negligent manslaughter was 3.8 per 100,000 inhabitants, rape, 7.2; robbery, 29.3; and aggravated assault, 120.4 per 100,000 inhabitants; and

WHEREAS, the Solano County's Crime Victim Assistance Unit worked with over 2,236 new victims and witnesses to homicide, robbery, adult and child sexual assaults, domestic violence, stalking, elder abuse, child molestation and physical abuse cases in calendar year 2018. In order for this unit to function, it is supported by grant funding through the California Office of Emergency Services.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors does hereby recognize the Solano County District Attorney's Office of Family Violence Prevention and Crime Victim Assistance Unit, the Solano Family Justice Center, and other community partners and agencies for their advocacy and accomplishments by proclaiming April 7-13, 2019 as National Crime Victims' Rights Week.

Dated this 2nd day of April, 2019

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

ATTEST:
BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Jeanette Neiger, Chief Deputy Clerk



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Agenda Submittal

Agenda #:	3	Status:	Presentation
Type:	Resolution-Presentation	Department:	First 5 Solano
File #:	19-256	Contact:	Michele Harris, 784-1332
Agenda date:	04/02/2019	Final Action:	
Title:	Adopt and present a resolution proclaiming April 2019 as "Children's Month" to support celebrations that raise awareness of critical children's issues and commemorate observances for children (Chairwoman Hannigan)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes _____ No X
Public Hearing Required? Yes _____ No X

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors adopt and present a resolution proclaiming April 2019 as "Children's Month" in Solano County to support celebrations that raise awareness of critical children's issues and commemorate observances for children, including:

- Child Abuse Prevention Month
- Children's Light of Hope Day (April 9)
- Children's Memorial Flag Day (April 26)
- National Library Week (April 7-13) and El Dia de los Niños/El Dia de los Libros (April 30)
- Month of the Military Child

SUMMARY

Each year since 2006, the Solano County Board of Supervisors has proclaimed April to be "Children's Month" in Solano County in support of the many designated observances related to children's issues that occur. The month highlights the impact of all County residents in ensuring the nearly 100,000 children and youth in Solano County are supported in order to achieve their highest potential.

Supporting children and youth through their early years prepares them for becoming productive citizens in our community. A recent focus of many local community agencies and state has been on preventing and treating Adverse Childhood Experiences (ACEs) to increase long-term health outcomes and success. Studies have shown that one caring adult in the life of a child can counteract ACEs and positively impact the trajectory of a child's health and well-being.

The month of April is a time to be reminded of that each Solano resident and community agency has a role to play in raising awareness of children's issues and increasing positive childhood experiences for all of Solano's

children.

FINANCIAL IMPACT:

First 5 Solano Children and Families Commission sponsors community events during April of up to \$300 each for up to 10 events celebrating or commemorating children in Solano County during April 2019. First 5 Solano is funded by Proposition 10 tobacco tax funds. Other agencies are also sponsoring or co-sponsoring community events for children in this month. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget. There is no financial impact associated with the adoption of the resolution.

DISCUSSION:

Recognizing April 2019 as "Children's Month" in Solano County acknowledges the importance of all County residents in supporting the health, safety and well-being of Solano's children by ensuring that children have a safe and nurturing environment to reach their full potential.

In 2019, as in years past, community partners across the County are working together to sponsor a host of public education and community engagement activities to honor children during the month of April. These recognitions/events include:

- The Solano Children's Alliance/Solano Child Abuse Prevention Council sponsors the Solano Blue Ribbon Campaign each April during Child Abuse Prevention Month to heighten Solano residents' awareness of child abuse. A Pinwheels for Prevention event will take place April 1st at 11am at Child Haven, 801 Empire St, Fairfield.
- Children's Light of Hope Day will be recognized by Court Appointed Special Advocates (CASA) and Solano Youth Voices to recognize and acknowledge the CASA volunteers, and the foster and adoptive parents who have opened their hearts and homes to abused and neglected children in our community. A recognition will occur April 9th at 6pm at 601 Texas St., Fairfield.
- Each year, on the last Friday in April, communities across the United States raise the Children's Memorial Flag honoring each lost child and raising public awareness about the continuing problem of violence against children. The flag raising in Solano County will occur Friday, April 26th at noon at 275 Beck Ave, Fairfield.
- Solano County Library is celebrating National Library Week and El Día de los Niños/El Día de los Libros which emphasizes the importance of literacy for children of all cultural and linguistic backgrounds. Various library locations will be hosting events for national library week April 7-13. El Día de los Niños/El Día de los Libros will be celebrated at the Vallejo John F Kennedy Library, 505 Santa Clara St., Vallejo on April 27th at 11am.
- The Month of the Military Child is a time to honor the sacrifices made by military families worldwide, with an emphasis on the experience of the dependent children of military members serving at home and overseas. Residents are encouraged to wear purple on April 10th to show support of our military families.

ALTERNATIVES:

The Board could choose not to adopt the resolution proclaiming April 2019 as "Children's Month" in Solano County and acknowledgement of related observances for children. This is not recommended as the resolution recognizes and supports awareness of children's issues, promotes services available for children,

their parents and other caregivers in the County, and provides ways that community residents can support improvements in the programs and policies that enrich the quality of life for Solano's children.

OTHER AGENCY INVOLVEMENT:

The Solano County Library, Solano County Health & Social Services Public Health Division, Solano County Office of Education, Solano Children's Alliance, Help Me Grow Solano, Children's Network of Solano County, Solano County Local Child Care Planning Council, Travis Air Force Base, Solano County Licensed Family Child Care Association, Solano District Attorney's Office of Family Violence Prevention, Solano Coalition for Better Health, Child Haven, local school districts and many other partners have joined together to promote awareness of young children's issues by supporting observances for the many children and families issues commemorated in April of each year. "April Children's Month" activities are being coordinated among numerous local children's agencies and service provider organizations.

Resolution No. 2019 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS PROCLAIMING APRIL 2019 AS “CHILDREN’S MONTH” IN SOLANO COUNTY

WHEREAS, Solano County acknowledges the health, safety and well-being of children in Solano County as critical components of the Solano County Board of Supervisors’ strategic plan; and

WHEREAS, each year since 2006 Solano County has proclaimed April as “Children’s Month”; and

WHEREAS, the month highlights the impact of all County residents in ensuring the nearly 100,000 children and youth in Solano County are supported to achieve their highest potential; and

WHEREAS, one caring adult in the life of a child can counteract Adverse Childhood Experiences (ACEs) and positively impact the trajectory of a child’s health and well-being; and

WHEREAS, many community partners have joined together to expand awareness of children’s issues by promoting “April Children’s Month” through public education and community events; and

WHEREAS, Solano Children’s Alliance is sponsoring the Blue Ribbon Campaign in recognition of National Child Abuse Prevention Month to promote public awareness of the abuse and neglect of children, and the resources available to strengthen and support families; and

WHEREAS, Court Appointed Special Advocates (CASA) and Solano Youth Voices is recognizing Children’s Light of Hope Day to acknowledge the CASA volunteers, and the foster and adoptive parents who have opened their hearts and homes to abused and neglected children in our community; and

WHEREAS, Children’s Memorial Flag Day is recognized on the fourth Friday of April to honor children and youth who have died and to raise awareness about the continuing problem of violence against children; and

WHEREAS, the Solano County Library, in conjunction with the American Library Association and public libraries across the country, celebrates April 7-13, 2019 as National Library Week and April 30, 2019 as “El Dia de los Niños/El Dia de los Libros” (Children’s Day/Children’s Book Day) to emphasize the importance of literacy; and

WHEREAS, Month of the Military Child allows us to pay tribute to military children across the country for their ability to take on unique challenges and adapt to present and future changes that other youth their age never experience; and

WHEREAS, many local organizations have dedicated their efforts to ensuring that all Solano children receive the care, support and services crucial to their growth and development, building better futures for everyone in Solano County and these groups should be recognized for their year-round work.

NOW, THEREFORE, BE IT RESOLVED, that the Solano County Board of Supervisors hereby proclaims the month of April 2019 as “Children’s Month” in Solano County, and encourages all residents to work to support the health, safety and well-being of children and youth in Solano County.

Dated this 2nd day of April, 2019

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

ATTEST:
BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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Agenda Submittal

Agenda #:	4	Status:	Consent Calendar
Type:	Miscellaneous	Department:	Human Resources
File #:	19-268	Contact:	Marc Fox, 784-2552
Agenda date:	04/02/2019	Final Action:	
Title:	Affirm the County's Personal Relationships Policy set forth in Civil Service Rule 7.13, Personal Relationships; and Amend the Personnel and Salary Resolution to include as Section 2.4, Personal Relationships		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ____ No X
Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board affirm the County's Personal Relationships Policy, as set forth in Civil Service Rule 7.13, Personal Relationships, and amend the Personnel and Salary Resolution to include as Section 2.4, Personal Relationships.

SUMMARY:

The County last amended the Personal Relationship Policy on September 14, 1994, with a November 1, 1994 effective date. The Personal Relationships Policy provides that it is the intent of the Board of Supervisors to provide a workplace as free as possible from real or perceived bias or acts of favoritism due to personal relationships, that it is inappropriate for an employee to use his/her personal power or influence to aid or hinder another in the employment setting because of a personal relationship, defines personal relationships, and provides options for employees who become involved in a personal relationship.

The Personal Relationship Policy is codified as Civil Service Rule 7.13. This agenda item affirms that the County's Personal Relationship Policy applies to all County employees and duplicates the existing Civil Service Rule 7.13 as Personnel and Salary Resolution Section 2.4. There are no changes in terms and conditions of employment in the placement of the existing policy within the Personnel and Salary Resolution.

FINANCIAL IMPACT:

The cost associated with preparing the agenda item is nominal and absorbed by the department's FY2018/19 Adopted Budget.

DISCUSSION:

The Board of Supervisors amended the Personal Relationships Policy on September 14, 1994, with a November 1, 1994 effective date. A question was raised regarding the application of the Personal Relationships Policy to those employees excluded by Civil Service Rules. While the Personal Relationships Policy is listed within the Civil Service Rules, a review of the 1994 Board of Supervisors' minutes and the 1994 Civil Service Commission staff report indicates that the County intended to apply this policy to all employees. The Human Resources Department, County Counsel's Office and County Administrator's Office have historically and uniformly applied the policy to all employees. Inclusion of the policy within the Personnel and Salary Resolution removes any potential confusion and affirms that the policy applies to all employees.

ALTERNATIVES:

The Board of Supervisors could choose not to include the Personal Relationships Policy within the Personnel and Salary Resolution; however, this option is not recommended as a County applicant, employee or official could question why this policy applies when the individual(s) are excluded from the civil service system.

OTHER AGENCY INVOLVEMENT:

The Director of Human Resources worked with the County Counsel's Office and the County Administrator's Office in the review and interpretation of the County's Personal Relationships Policy.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2019 - ____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
AMENDING THE PERSONNEL AND SALARY RESOLUTION**

Whereas, the Personnel and Salary Resolution establishes benefits, working conditions and related terms and conditions of employment for employees not covered under a collective bargaining agreement or who are exempt from the County's civil service regulation; and

Whereas, the Personnel and Salary Resolution requires modification from time to time.

Resolved, the Solano County Board of Supervisors authorize the Director of Human Resources to make any technical corrections if needed.

Resolved that the Solano County Board of Supervisors amends the Personnel and Salary Resolution by inserting as follows:

2.4 Personal Relationships

- A.** It is the intent of the Board of Supervisors of Solano County to provide a workplace as free as possible from real or perceived bias or acts of favoritism due to personal relationships. It is inappropriate for an employee to use his/her personal power or influence to aid or hinder another in the employment setting because of a personal relationship.
- B.** No one involved in a personal relationship with an elected or appointed County official or employee may serve in or be appointed, promoted, demoted or transferred to a position which involves a direct supervisor-subordinate relationship or a work situation described below. For purposes of this rule, the department head, the assistant department head or chief deputy or deputy department head are considered in the direct line of supervision of all employees in that department.

 - 1.** Direct line of supervision, as defined for purposes of this rule, includes any situation in which the official or employee would be in a position to effect the terms and condition of another's employment, including making decisions about work assignments, compensation, grievances, disciplinary action, advancement or performance evaluation.
 - 2.** Work situations which should also be avoided by individuals who have a personal relationship are **a)** working in a small unit in close association with each other; or **b)** working for the same supervisor; or **c)** having an indirect supervisor/subordinate relationship; or **d)** auditing the work or exercising fiscal control over a person with whom they have a personal relationship, regardless of organizational separation; or **e)** participating in the development and/or administration of an examination or a hiring interview of a person with whom they have a personal relationship.
 - 3.** Personal relationships include, but are not limited to, associations with individuals by blood, adoption, foster arrangement, any current or previous marriage (including in-laws) and/or living in the same household and any business or financial relationships which involve amounts in excess of \$10,000 per employee.

- C.** Employees who become involved in a personal relationship, after the effective date of this rule (November 1, 1994) and work in a direct supervisor-subordinate relationship or a work situation described above shall be subject to this rule. It is the responsibility of the employees involved in the relationship to bring this situation to the attention of their appointing authority who will then bring it to the attention of the Director of Human Resources. In the absence of an "appointing authority" an elected official involved in a personal relationship shall bring this situation directly to the attention of the Director of Human Resources. Failure to report a personal relationship by a party may result in disciplinary action with the employee with the higher level of authority being held most accountable.
1. In applying this paragraph, the County will initially allow the affected employees to determine which employee will remain in his or her current position. The County will make reasonable efforts to transfer one employee to a position where no such potential conflict would exist.
 2. In the event such a transfer is not feasible, the employees shall be given the opportunity to make the decision as to which one shall resign.
 3. In the event neither employee resigns, the least senior (as defined under rules dealing with layoff) employee shall be laid off with reinstatement rights to a position of the same or similar salary/qualifications.
 4. The County Administrator shall be the final determining authority in all such matters.
- D.** Requests to deviate from the provision of this section due to unusual circumstances, shall be submitted in writing by the department head to the Director of Human Resources and shall include the following information:
1.
 - a. The name and addresses of the persons concerned
 - b. Their class title, division, section and work units
 - c. Work location, including city and building
 - d. The names of immediate supervisors and subordinates
 2. The Director of Human Resources shall review the request and make a recommendation to the County Administrator. Primary considerations will be to minimize problems of supervision, safety, security or morale. Consideration will also be given to such relevant factors such as recruiting difficulty, agency reporting relationships, work location, function of the work process, and any other factors having a valid bearing on the accomplishment of the program goals and/or a potential job performance of current employees and the persons involved.
 3. The County Administrator will make a final decision to approve or disapprove the request based on the Director of Human Resources recommendation and in the best interests of Solano County.

E. The provisions of this section shall not apply to those employees who at the date of adoption of this rule are in violation of the provisions outlined in this section provided appropriate written declarations are filed with the Director of Human Resources prior to the effective date of this section. Any report of a pre-existing situation will be maintained confidentially, to the extent possible, and used only for the purpose of verifying the existence of a pre-existing situation if this situation subsequently becomes an issue. However, the provisions shall be applied in all subsequent cases involving the appointment or promotion of county employees and in cases involving marriage of a county employee or other change resulting in county employees becoming related under the definition of personal relationships.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on April 2, 2019, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

ATTEST:

BIRGITTA E. CORSELLO, Clerk
Board of Supervisors

By: Jeanette Neiger, Chief Deputy Clerk



Solano County

675 Texas Street
Fairfield, California 94533
www.solanocounty.com

Agenda Submittal

Agenda #: 5
Type: Miscellaneous
File #: 19-212
Agenda date: 04/02/2019
Status: Consent Calendar
Department: Information Technology - Registrar of Voters
Contact: Tim Flanagan, 784-2703
Final Action:
Title: Ratify a purchase order with Marathon TS Inc. for \$91,111.96, which includes an increase of \$18,311.96, to allow for final payment for project management services provided to the County for the Solano County Integrated Property System (SCIPS) replacement project
Governing body: Board of Supervisors
District: All
Attachments:

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

The Department of Information Technology recommends that the Board of Supervisors ratify Purchase Order D0121541 for \$91,111.96 which includes an increase of \$18,311.96 to allow for final payment for project management services for the Solano County Integrated Property System (SCIPS) replacement project.

SUMMARY:

Ratification of Purchase Order D0121541 with Marathon TS Inc. for \$91,111.96 is required for payment of project management services delivered for the Solano County Integrated Property System (SCIPS) project due to final amount exceeding delegated purchasing authority.

FINANCIAL IMPACT:

Budget appropriations have been allocated for this project in the Department of Information Technology's FY2018/19 budget. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

DISCUSSION:

On April 4, 2017, agenda item 16 17-218, the Board of Supervisors authorized the Department of Information Technology, Auditor-Controller, Assessor/Recorder, and Treasurer-Tax Collector-County Clerk to proceed with the replacement of the and authorized the County Administrator to negotiate a contract for software and professional services with Thomson Reuters. At that time, the project stake holders determined that a third-party contracted project manager would be needed prior to the kickoff of the project and the expectation was that a kick-off would occur in August or September of 2018.

From July 22, 2018 through December 1, 2018 the contracted project manager performed project management related activities through Marathon TS, Inc., including the development of project management documentation, coordination of project meetings, attending the Thomson Reuters Synergy conference in Riverside, and networking with other counties in various phases of their property systems modernization initiatives. Effective December 1, 2018, the project management function and existing project manager transferred to Avenu Insights & Analytics.

Therefore, the Department of Information Technology is recommending that the Board ratify purchase order D0121541 for a total of \$91,111.96 with Marathon TS Inc. for project management services due to services that exceeded delegated authority.

Project Status

From the signing of the Thomson Reuters contract, County staff have been actively pursuing a start date and kick-off for the project. Due to the vendor's resource constraints, the project was delayed. During this period, staff has continued to acquire and configure hardware and software resources needed for the data conversion phase (Phase 0) and gather initial data and report information in preparation for the initial Phase 0 workshops. Project officially began on February 25, 2019 with the 3-day project kick-off that was facilitated by our contracted Project Manager.

The outcome of the project kick-off was a roadmap for our technical and functional teams to use to begin the complicated process of data conversion into the new system. The work to begin this data conversion starts immediately and is expected to last more than a year. Better estimates on overall scope of time for the project will be available after further study of the detailed technical data conversion requirements.

ALTERNATIVES:

The Board could choose to not ratify the increase, but this is not recommended as Solano County received the provided project management services.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

675 Texas Street
Fairfield, California 94533
www.solanocounty.com

Agenda Submittal

Agenda #:	6	Status:	Consent Calendar
Type:	Resolution	Department:	Health and Social Services
File #:	19-217	Contact:	Gerald Huber, 784-8400
Agenda date:	04/02/2019	Final Action:	
Title:	Adopt a resolution and plaque of appreciation honoring Guadalupe Rodriguez, Eligibility Benefits Specialists III, upon her retirement from the Department of Health & Social Services, Employment & Eligibility Services Division (E&ES) with over 22 years of dedicated service to Solano County		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes _____ No X
Public Hearing Required? Yes _____ No X

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services (H&SS) recommends that the Board adopt a resolution and plaque of appreciation honoring Guadalupe Rodriguez, Eligibility Benefits Specialists III, upon her retirement from the Employment & Eligibility Services (E&ES) Division with over 22 years of dedicated service to Solano County.

SUMMARY/DISCUSSION:

Guadalupe Rodriguez began her career with Solano County on October 8, 1996 as an Eligibility Worker I for H&SS, E&ES Division assigned to a Medi-Cal Unit. In 1999, Ms. Rodriguez promoted to Eligibility Benefits Specialist III, her first assignment serving as Lead Worker for a specialized Medi-Cal unit at 201 Georgia Street in Vallejo.

In 2008, Ms. Rodriguez was part of the original group of workers who transferred to the newly opened Benefits Action Center (BAC), which was H&SS' first call center. In this role, Ms. Rodriguez assisted Solano County residents with ongoing case maintenance for CalFresh and Medi-Cal programs. Since the implementation of the Affordable Care Act in 2013, Ms. Rodriguez also assisted with Covered California health plans. Ms. Rodriguez currently is the Lead Worker for the Bilingual Unit at the BAC in the E&ES Division.

Ms. Rodriguez's knowledge of CalFresh and Medi-Cal programs has been valuable in training new employees to learn the rules, regulations, and processes. Her expertise and proficiency have assisted residents in receiving eligibility benefits and strengthened the rapport between clientele and staff who have had the pleasure of interacting with her.

Ms. Rodriguez retired from Solano County on March 7, 2019 and her retirement is one that will bring closure to

years of being a steadfast, dedicated and loyal employee to the County of Solano.

H&SS wishes Ms. Rodriguez all the best in her retirement and future endeavors.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item is nominal and absorbed by the Department's FY2018/19 Adopted Budget. The cost associated with preparation and purchase of the resolution materials and plaque are included in the Board's FY2018/19 Adopted Budget.

ALTERNATIVES:

The Board may choose not to adopt this resolution and plaque of appreciation. This is not recommended as it is an opportunity to acknowledge Ms. Rodriguez for her dedication and service to Solano County.

OTHER AGENCY INVOLVEMENT:

There is no other agency involvement.

CAO RECOMMENDATION:

APPROVE DEPARTMENT RECOMMENDATION

Resolution No. 2019-

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
HONORING GUADALUPE RODRIGUEZ, ELIGIBILITY BENEFITS SPECIALIST III,
UPON HER RETIREMENT FROM THE HEALTH AND SOCIAL SERVICES DEPARTMENT
EMPLOYMENT AND ELIGIBILITY SERVICES DIVISION
WITH OVER 22 YEARS OF DEDICATED SERVICE**

WHEREAS, Guadalupe Rodriguez began her career with Solano County on October 8, 1996 as an Eligibility Worker I for Health and Social Services, Employment and Eligibility Services assigned to the Medi-Cal Unit; and

WHEREAS, in 1999, Ms. Rodriguez promoted to Eligibility Benefits Specialist III, her first assignment serving as Lead Worker for a specialized Medi-Cal unit located in Vallejo; and

WHEREAS, in June of 2008, Ms. Rodriguez was part of the original team that transferred to the newly created Benefit Action Center where she assisted with the first Employment and Eligibility Services call center that serviced and provided case management for CalFresh, Medi-Cal and the County Medical Services Program; and

WHEREAS, with the implementation of the Affordable Care Act in 2013, services included Covered California programs and Ms. Rodriguez was assigned to the Bilingual Unit where she provided guidance to staff and assisted Spanish speaking clientele with benefits; and

WHEREAS, Ms. Rodriguez has provided services with determination and a genuine earnestness to serve her local community and has demonstrated excellence in her level of professionalism, commitment and customer service, treating clients with dignity and respect; and

WHEREAS, Ms. Rodriguez always guided staff through the complexities of program eligibility while overseeing the quality of the casework and was very efficient in the performance of her job duties while sharing her knowledge with others; and

WHEREAS, Ms. Rodriguez's knowledge of public assistance and dedication to Health and Social Services made her an asset to the organization.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby commends Guadalupe Rodriguez for over 22 years of outstanding and dedicated service to Solano County and wishes her well in her retirement and future endeavors.

Dated this 2nd day of April, 2019

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

ATTEST:
BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

675 Texas Street
Fairfield, California 94533
www.solanocounty.com

Agenda Submittal

Agenda #:	7	Status:	Consent Calendar
Type:	Contract	Department:	Health and Social Services
File #:	19-253	Contact:	Gerald Huber, 784-8400
Agenda date:	04/02/2019	Final Action:	
Title:	Approve a first contract amendment with Medical Hill Rehabilitation Center, LLC. for \$34,400, for a total contract amount of \$160,400, to provide additional sub-acute inpatient residential psychiatric medical services from the current contract period through June 30, 2019; and Authorize the County Administrator to execute the amendment and any subsequent amendments that remain within budgeted appropriations		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Amendment, B - Link to Original Contract		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ___ No X
Public Hearing Required? Yes ___ No X

DEPARTMENTAL RECOMMENDATION:

The Department of Health & Social Services (H&SS) recommends that the Board approve a first contract amendment with Medical Hill Rehabilitation Center, LLC. for \$34,400 for a total contract amount of \$160,400 to provide additional sub-acute inpatient residential psychiatric medical services from the current contract period through June 30, 2019 and authorize the County Administrator to execute the amendment and any subsequent amendments that remain within budgeted appropriations.

SUMMARY:

In July 2017, a contract was established with Medical Hill Rehabilitation Center, LLC for \$126,000 to provide intensive services for clients referred by the County with the express intent of increasing client independence and stability in their lives. The proposed amendment of \$34,400 for a total contract amount of \$164,400 will help to maintain the increase in County referrals to Medical Hill Rehabilitation Center, LLC for the remaining contract period.

FINANCIAL IMPACT:

The contract is funded with approximately 75% 1991 Realignment, and 24% County General Fund and 1% Other. Appropriation is included in the Department's FY2018/19 Adopted Budget. The cost associated with preparing the agenda item is nominal and absorbed by the Department's FY2018/19 Adopted Budget. There is no additional financial impact to the County General Fund.

DISCUSSION:

On July 25, 2017, the Board approved a two-year contract with Medical Hill Rehabilitation Center, LLC, which provides treatment to the complex, disabled adult population with neuro-behavioral impairments who require a more structured treatment environment than can be provided in community treatment settings. This facility, Medical Hill Rehabilitation Center, LLC, provides sub-acute mental health inpatient rehabilitation and stabilization services for the seriously and persistently mentally ill who concurrently suffer with neuro-behavioral conditions. Focusing on behavioral expectations, rehabilitation, medication, and social skills training, the facility provides comprehensive therapeutic supervised programs to the clients.

Medical Hill Rehabilitation Center, LLC, has accepted clients requiring the level of service needed, providing the County placement options to keep clients out of higher cost acute facilities and State Hospital beds. Due to increased placements, it is anticipated the current maximum contract amount will be exceeded in March. This amendment will ensure continued psychiatric coverage to meet the service needs for consumers currently in that facility.

ALTERNATIVES:

The Board may choose not to approve the contract amendment with Medical Hill Rehabilitation Center, LLC. This is not recommended as the County is required to have psychiatric services for clients served in the County mental health system.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved the contract for legal sufficiency.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**FIRST AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO AND MEDICAL HILL REHABILITATION CENTER, LLC**

This First Amendment is made on February 25, 2019, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Medical Hill Rehabilitation Center, LLC ("Contractor").

1. Recitals

- A. The parties entered into a contract dated July 1, 2017 (the "Contract"), in which Contractor agreed to provide sub-acute psychiatric residential treatment for severely and persistently mentally ill adults with neurobehavioral impairments, whose condition requires a lower level of care than an acute setting.
- B. The County now needs to modify the Budget of the Contract.
- C. This First Amendment represents an increase of \$34,400 of the Contract.
- D. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Amount of Contract

Section 3 is deleted in its entirety and replaced with: "The maximum amount of this Contract is \$160,400."

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

CONTRACTOR

DF

By _____
Birgitta E. Corsello
County Administrator

By *Andrew Snider*  03/04/2019 06:41 PM EST
Andrew Snider, Administrator

APPROVED AS TO FORM

APPROVED AS TO CONTENT

Bernadette Curry  03/08/2019 04:55 PM EST
County Counsel

By *Gerald Huber*  03/06/2019 08:40 AM EST
Gerald R. Huber, Director
Health and Social Services Department

Due to file size, the following document can be accessed via the link in the list below, in addition to being on file with the Clerk of the Board.

[Medical Hill Rehabilitation Contract](#)



Solano County

675 Texas Street
Fairfield, California 94533
www.solanocounty.com

Agenda Submittal

Agenda #:	8	Status:	Consent Calendar
Type:	Contract	Department:	Health and Social Services
File #:	19-254	Contact:	Gerald Huber, 784-8400
Agenda date:	04/02/2019	Final Action:	
Title:	Approve a 4 year contract with the Regents of the University of California, University of California, Davis for \$122,812 to provide infrastructure development for a statewide early psychosis learning health care network beginning January 1, 2019 through December 31, 2023; and Authorize the County Administrator to execute the contract and any subsequent amendments that remain within budgeted appropriations		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Contract		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes _____ No X
Public Hearing Required? Yes _____ No X

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services (H&SS) recommends that the Board approve a 4 year contract with the Regents of the University of California, University of California, Davis for \$122,812 to provide infrastructure development for a statewide early psychosis (EP) learning health care network (LHCN) beginning January 1, 2019 through December 31, 2023; and authorize the County Administrator to execute the contract and any subsequent amendments that remain within budgeted appropriations.

SUMMARY:

Solano County, along with several other California counties, serves as a partner agency for the sustainable LHCN for EP treatment programs. EP programs serve mental health consumers who have experienced their first episode of psychosis within 24 months of referral. This project is intended to support quality improvements, consumer engagement and provider use of measurement-based care in EP programs. Part of the infrastructure provided by University of California, Davis includes the development of self-reporting assessment tools and the associated app; the equipment needed to implement the LHCN; ongoing program and statewide evaluation to improve the efficacy of EP programs; and support to implement measurement-based care in EP treatment programs to improve consumer mental health outcomes.

FISCAL IMPACT:

Funding for the EP LHCN Innovation project has been approved by the Mental Health Services Act (MHSA) Steering Committee, stakeholders, and the Board of Supervisors as part of the MHSA Reversion Plan approved on October 23, 2018. MHSA funding under the Innovations component, provides the funding for this

agreement. The MHSA Innovation funds required for the Reversion Plan have already been received from the State and are unspent funds from previous years. Non-reversion Innovation funds will be used to fund the project from July 1, 2020 through December 31, 2023. There is no impact to County General Fund. Appropriation is available in the Department's FY2018/19 Adopted Budget.

DISCUSSION:

MHSA programs address a broad continuum of prevention, early intervention and direct services along with the necessary infrastructure, technology and training elements to effectively support the mental health system. With the passage of Assembly Bill (AB) 114, counties received notification that previously unspent MHSA funds that were subject to reversion could be retained within the originally intended funding category upon timely development of a new plan for expenditure of the funds by June 30, 2020. The Innovation funds, as part of the MHSA technology component, were at risk of reversion locally in Solano County. Innovation funds are unique in that funds may not be used to support existing programs or even program models existing in other counties that are not in place locally in Solano County. Innovation funds require the mental health system to implement innovative "demonstration projects" that will support system improvements, increase access to services for the unserved and underserved communities, and improve consumer outcomes. Furthermore, Innovation projects must be approved by the Mental Health Services Oversight and Accountability Commission (MHSOAC) Innovation Committee before projects can commence locally.

An Influx of state dollars has led to rapid development of EP programs across California. As of 2017 there were 30 EP programs in 24 counties, with more starting each year. The primary purpose of EP LHCN is to increase the quality of mental health services, including measurable outcomes, for consumers with a diagnosis of psychosis and/or consumers with high risk of psychosis. The EP LHCN project, which includes a collaboration between five counties (early adopters), UC Davis Behavioral Health Center of Excellence, UC San Francisco, and UC San Diego, was approved by the MHSOAC Innovation Committee on December 17, 2018. Finalization of the proposed agreement was delayed due to the state's approval timing and coordination efforts between the five counties, however the project work began in January 2019. Solano County currently administers an EP program under the current MHSA Three-Year Integrated Plan, which is delivered by a local community-based agency in partnership with a training and consultation team from UC Davis Behavioral Health Center of Excellence. Per data provided by External Quality Review Organization during an annual site review, Solano County showed a higher proportion of individuals with psychotic disorders in the population served compared to the state. Therefore, leveraging the training and consultation from the EP LHCN will assist Solano County in address the needs of mental health consumers with diagnoses of psychosis. Consumers will utilize technology, such as tablets, to complete questionnaires and monitor progress throughout the course treatment.

With the support of this innovative LHCN, the EP program and its associated counties will have access to patient-level and service-level clinical data available to providers and their clients in real-time that can be used as part of treatment planning. UC Davis, UCSF, and UCSD will provide evaluation of EP program efficacy for participating programs and counties. With the rapid development of EP programs across the State there have been challenges including: no uniformity in implementation of EP services or models being used; no standard measurement of outcomes using valid and appropriate measures for EP populations, and no method for implementing measurement-based care in community practice. Additionally, California EP programs are currently isolated from each other and struggle to find training and support for the staff providing services, often resulting in high staff turnover, as well as difficulty finding appropriate resources for the consumers and families being served. This project will allow EP programs to learn from each other through a training and technical assistance collaborative and will position the State to participate in the development of a national network to inform and improve care for individuals with early psychosis across the United States

ALTERNATIVES:

The Board may choose not to approve this contract with the University of California, Davis for implement EP LHCN. This is not recommended as this project will improve service delivery for mental health consumers who, without early intervention, are at risk of involvement with the criminal justice system, hospitalization, homelessness and suicide. Furthermore, this project will position Solano County to be better equipped to respond to State and federal grants that require measurement-based care, data sharing, and regional collaborations.

OTHER AGENCY INVOLEMENT:

Community stakeholders, the MHSA Steering Committee and the MHSOAC Innovations Committee have approved the use of MHSA Innovation funds to support the implementation of the EP LHCN which includes the following counties: Los Angeles, San Diego, Solano and Orange as early adopters. Napa County is expected to join the EP LHCN once it has completed its local MHSA stakeholder process. Additionally, a local community-based organization is currently providing the direct services in the local EP program and they will be participate in the EP LHCN.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



**County of Solano
Standard Contract**

For County Use Only
CONTRACT NUMBER:
03859-19
(Dept., Division, FY, #)
H&SS/MH
BUDGET ACCOUNT:
7751
SUBJECT ACCOUNT:
2245

1. This Contract is entered into between the County of Solano and the Contractor named below:
Regents of the University of California, University of California, Davis

CONTRACTOR'S NAME

2. The Term of this Contract is:
January 1, 2019 – December 31, 2023

3. The maximum amount of this Contract is:
\$122,812

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:

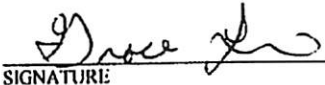
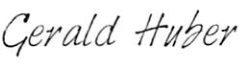
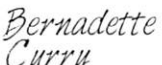
Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on January 15, 2019.

CONTRACTOR	COUNTY OF SOLANO
Regents of the University of California, University of California, Davis	
CONTRACTOR'S NAME	Birgitta E. Corsello County Administrator TITLE
 2/11/2019 SIGNATURE	275 Beck Avenue, MS 5-200 ADDRESS
Grace Liu, Associate Director, Sponsored Programs PRINTED NAME AND TITLE	Fairfield CA 94533 CITY STATE ZIP CODE
1850 Research Park Drive ADDRESS	Approved as to Content:  02/19/2019 10:06 AM EST Gerald R. Huber, Director Health & Social Services Department
Davis CA 95618 CITY STATE ZIP CODE	Approved as to Form:  02/19/2019 12:38 PM EST COUNTY COUNSEL

Rev. 12/17/09

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A **SCOPE OF WORK**

I. PROGRAM DESCRIPTION:

Contractor shall develop the infrastructure for the sustainable learning health care network (LHCN) for Early Psychosis services across California and demonstrate the utility of the network via a collaborative statewide evaluation to clarify the effect of the network and these programs on the consumers and communities that they serve. The County of Solano, a political subdivision of the State of California (the "County"), has agreed to participate in the LHCN as a partner agency along with several other California counties and early psychosis treatment programs. This project is intended to support quality improvements, consumer engagement and provider use of measurement-based care in early psychosis (EP) programs. This LHCN will collect and visualize real-time data at the individual, clinic, county and state levels to inform consumer- and program-level decisions and develop learning opportunities for individuals, staff, programs and administrators, in order to improve consumer outcomes. In addition, this project will include training and technical assistance to EP program providers to help them fully utilize the data in routine clinical care.

II. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. PROGRAM SPECIFIC ACTIVITIES

- A. Compare program utilization, emergency department/crisis, and non-EP behavioral health care utilization and associated costs across EP and comparator programs (CG) service EP consumers (with similar age, diagnosis, services received) using de-identified county-level data.
- B. Collect detailed outcome (symptoms, functional, satisfaction, etc.) from all consumers receiving EP service care; assess EP program fidelity; assess consumer and provider skills, beliefs and attitudes around measurement-based care and use of LHCN in service delivery (pre and post-LHCN implementation).
- C. Conduct focus groups, stakeholder meetings & qualitative interviews with consumers, families, county staff and EP program staff to inform outcome selection, inform implementation of LHCN and the evaluation, present findings, and assess satisfaction.
- D. Increase the quality of mental health services, including measurable outcomes, and introduce a mental health practice or approach that is new to the overall mental health system.

2. GENERAL ACTIVITIES

- A. The evaluation team will participate in quarterly phone/videoconference meetings with all participating county leadership and available EP program staff in order to provide regular progress reports, updates, and receive feedback on the Learning Health Care Network and evaluation. The stakeholder Advisory Committee will also meet at least every 6 months for the same purpose.
- B. Participate in additional site visits as deemed necessary by the evaluation team to gather any needed information that is relevant to the process or outcome evaluation.

- C. Participate in County Mental Health Services Act (MHSA) planning activities as requested to include the MHSA Partner meeting, stakeholder planning meetings, etc.
- D. 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 and the Mental Health Services Act 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 MHSA logo. These materials will be made available to you at your request.

3. DELIVERABLES & REPORTING REQUIREMENTS

A. Fiscal Year 1: January 1, 2019 – June 30th, 2019 (6 months)

- 1. DELIVERABLE 1: The contractor will submit a progress report summarizing:
 - a) Submission of the IRB protocol covering all aspects of Learning Health Care Network and statewide evaluation data collection;
 - b) Identification of an external company to develop LHCN platform application;
 - c) Recruitment for external advisory committee and focus groups.

Draft Report due June 1st, 2019, Final Report due June 15th, 2019.

B. Fiscal Year 2: July 1, 2019 – June 30, 2020

- 1. DELIVERABLE 2: The contractor will submit a progress report summarizing:
 - a) Identification and prioritization of outcomes of interest based on stakeholder feedback;
 - b) Wireframe for application submission for review by contractor and stakeholders;
 - c) Identification of county-level available data and data transfer methods, and statistical analysis methods selected for integrated county-level data evaluation;
 - d) Selection of 2 counties for beta testing of LHCN app;
 - e) Complete Pre-LHCN implementation questionnaires.

Draft Report due December 1, 2019, Final Report due December 15, 2019.

- 2. DELIVERABLE 3: The contractor will submit a progress report detailing:
 - a) Final outcomes selection process including stakeholder, EP program staff, and county staff feedback
 - b) Feedback from beta testing of LHCN application for data collection
 - c) Preliminary feedback from focus groups for LHCN application and dashboard
 - d) Finalize methods for multi-county-integrated evaluation of costs and utilization data.

Draft Report due June 1, 2020, Final Report due June 15, 2020.

C. Fiscal Year 3: July 1, 2020 – June 30, 2021

- 1. DELIVERABLE 4: The contractor will submit a progress report summarizing:

- a) Initial site visits, detailing training of EP program staff in data collection;
- b) The data collection process for obtaining county-level utilization and cost data for prior 3-year timeframe for preliminary evaluation for both EP and comparator group (CG) programs;
- c) Continued feedback from focus groups on app;
- d) Schedule for EP Program Fidelity assessments.

Draft Report due December 1, 2020, Final Report due December 15, 2020.

- 2. DELIVERABLE 5: The contractor will submit a report summarizing:
 - a) Preliminary results on program-level and county-level data from 2 pilot EP programs, including interviews with EP programs to understand barriers and facilitators to app implementation;
 - b) Qualitative report on ongoing issues and suggestions on the app/dashboard from EP program staff and other stakeholders; including results of focus groups;
 - c) Outline plan for training EP program staff from non-pilot programs on app implementation and outcomes measurement;
Report on feasibility of obtaining cost and utilization data from preliminary multi-county integrated evaluation.

Draft Report due June 1, 2021, Final Report due June 15, 2021.

D. Fiscal Year 4: July 1, 2021 – June 2022

- 1. DELIVERABLE 6: The contractor will submit a report summarizing:
 - a) Training and implementation of outcomes measurement on app in non-pilot EP programs and progress of data collection in all EP programs;
 - b) Findings on cost and utilization data from preliminary multi-county integrated evaluation, identification of problems and solutions for county-level data analysis
 - c) Results from fidelity assessments of EP programs.

Draft Report due December 1, 2021, Final Report due December 15, 2021.

- 2. DELIVERABLE 7: The contractor will submit a progress report summarizing:
 - a) LHCN enrollment and follow up completion rates for LHCN app in all EP programs;
 - b) Plan and timeline for working with counties to support infrastructure to access final round of county-level cost and utilization data for EP and CG programs;
 - c) Feedback from interviews with EP stakeholders about experience in EP treatment programs.

Draft Report due June 1, 2022, Final Report due June 15, 2022.

E. Fiscal Year 5: July 1, 2022 – June 2023

- 1. DELIVERABLE 8: The contractor will submit a progress report that

summarizes:

- a) Enrollment and follow up completion rates for LHCN app in all EP programs;
- b) Post-LHCN implementation questionnaires administered to program and county staff;
- c) Final data analysis plan for all data.

Draft Report due December 1, 2022, Final Report due December 15, 2022.

2. DELIVERABLE 9: The contractor will submit a draft report on findings from:

- a) Preliminary data on feasibility and acceptability of LHCN app in all EP programs
- b) Preliminary results from second round of analysis for county-level cost and utilization data from all EP/CG programs;
- c) Outline of experiences and feedback from all stakeholders.

Draft Report due June 1st, 2023, Final Report due June 15th, 2023.

F. Fiscal Year 6: July 1, 2023 – December 31, 2023 (6 months)

1. DELIVERABLE 10: The contractor will submit a final report detailing:

- a) All program-level, county-level outcomes/data collected;
- b) Summary of experiences and feedback from all stakeholders, that is responsive to stakeholder feedback on draft report;
- c) Collaboration with counties and programs to disseminate findings through multi-media work products.

Draft Report due December 1st, 2023. Final Report due December 15th, 2023.

G. Submit Solano County specific biannual and annual evaluation of program activities by January 15th and July 15th of each FY.

4. CONTRACT MONITORING MEETINGS

A. Contractor shall attend quarterly contract monitor meetings with the County Contract Manager or designee. Contractor shall ensure that staff providing program oversight and fiscal management attend quarterly meetings.

5. 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, Health Information Technology for Economic and Clinical Health Act (HITECH), and any other applicable statutes and regulations. County's Patients' Rights advocate will be given access to clients, 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 services including Medi-Cal or Short-Doyle/Medi-Cal reimbursable services if eligible for those services and have the right to request a change of provider, staff persons, therapist and/or case manager.

6. CULTURAL COMPETENCE

Contractor shall ensure the delivery of culturally and linguistically appropriate services to consumers 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 Mental Health Plan Cultural Competence 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 Medi-Cal beneficiaries under Contract with Solano County are required to participate as requested in the development and implementation of specific Solano County Cultural Competence Plan provisions including, but not limited to:
 - i. Develop and assure compliance with administrative and human resource policy and procedural requirements to support the hiring and retention of a diverse workforce.
 - ii. Provide culturally sensitive service provision including assurance of language access through availability of bilingual staff or interpreters and culturally appropriate evaluation, diagnosis, treatment and referral services.
- C. Provision of Services in Preferred Language:
 - i. Contractor shall provide services in the preferred language of the consumer 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 consumer or family expressly refuses the interpreter provided.
 - ii. Contractor shall ensure that all staff members are trained on how to access interpreter services.
 - iii. All informational materials, legal forms and clinical documents that the consumer or family member may review and/or sign shall be provided in the consumer/family member's preferred language whenever possible.
 - iv. Contractor shall at a minimum provide translation of written informational materials in the County's threshold language of Spanish for Spanish-preferred consumers and/or family members.
- D. Cultural Competence Training:
 - i. Contractor shall ensure that all staff members including direct service providers, office support, and leadership complete at least one training in cultural competency per year.
 - a. Contractor will maintain evidence, which may include: sign-in sheets, training syllabi, certificates of completion and tracking sheets based on organization chart of Contractor staff receiving the mandatory annual Cultural Competency training. Contractor will submit evidence of staff training to Contract Manager annually with the final annual performance measures submitted for the FY.
 - ii. 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 in terms often used in the mental health field is recommended.

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

7. QUALITY IMPROVEMENT ACTIVITIES

A. Problem Resolution:

- i. Contractor shall adopt and implement the County Health and Social Services Department, Behavioral Health Division's Problem Resolution process including provisional forms in Spanish, Solano County's threshold language.
 - a) 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*, *ADM143 Beneficiary Problem Resolution Process – Expedited Appeals*, *ADM132 Request to Change Service Provider*, and *AAA210 Beneficiary Right of a Second Opinion*.
 - 1. Contractor is not a direct service provider under the Mental Health Plan 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.
- 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 consumers of their right to file a grievance and appeal. Required materials for this non-MHP program include the following brochures: "Compliment/Suggestion Form", "Grievance Form", and the "Mental Health Service Act Issues Form." Contractor shall aid consumers 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 consumer of the MHP to County Quality Improvement, promptly 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 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.

B. 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 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:

- 1) Contractor shall verbally notify County Quality Improvement promptly but no later than 4 hours after a serious incident.
 - 2) Contractor shall fax the written SIR to County Quality Improvement within 24 hours of the incident or sooner.
 - 3) Contractor shall communicate directly with the County Quality Improvement designee to provide any additional information needed regarding the reported incident.
 - 4) Contractor and County Behavioral Health Administration/Quality Improvement shall discuss and develop recommendations to achieve more desired outcomes in the future.
 - 5) Data breaches or security incidents are required to be reported to both County Quality Improvement and County H&SS Compliance Unit concurrently promptly upon discovery and no later than 24 hours.
- C. Contractor Quality Improvement Process:
- i. Contractor will establish and maintain an internal agency quality improvement and quality assurance process.
- D. Contractor will work with partner agency to ensure monitoring safety and effectiveness of medication practices. If Contractor provides medication services, Contractor will establish official policy for monitoring medication practices, including operating a Medication Prescriber peer review process. Contractor policy will specifically address procedures Contractor utilizes to monitor prescribing to children and youth.
- i. Given partner agency does provide medication services Contractor can consult with partner agency on building protocols given a component of the training provided by Contractor includes psychiatric medication management.
- E. Annual County review of Contractor service delivery site and chart audit:
- i. 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. Contractor will ensure that all Contractor staff, including administrative, provider, and management staff, receive formal Compliance training on an annual basis.
- i. Contractor will provide evidence, including sign in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving compliance training to County Contract Manager or designee annually by July 15th each Fiscal Year for the training the year prior.
- G. 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 Agreement. 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 consumers receiving services, and other data relating to all matters covered by this Agreement.

8. CONFIDENTIALITY OF MENTAL HEALTH RECORDS

- A. Contractor certifies 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 consumers (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 consumer'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 consumer data from the County's electronic health record for consumers for which they have open episodes of care and for which individual staff have a specific business purpose for accessing. All attempts to access consumer 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 the Contractor's sole expense to be proportionate to the Contractor's liability.

III. COUNTY RESPONSIBILITIES:

- A. County will continue to fund a local community-based organization to provide the direct early psychosis treatment program in Solano County.
- B. County will support the direct service provider to engage in all the activities required to participate in the LHCN including the inclusion of activities in annual contract and the provision of technical assistance as needed.
- C. **During Fiscal Year 1: January 1, 2019 – June 30, 2019 (6 months)** County will:
 - i. Participate in outcome of interest prioritization process.
 - ii. Support access to other relevant community- or state-level stakeholders for feedback.
 - iii. Submit report that identifies key staff for data collection and transfer.
- D. **During Fiscal Year 2: July 1, 2019 – June 30, 2020** County will:
 - i. Participate in outcome domains and measures selection process. Data transfer and program staff participate in methods development for multi-county integration of cost and utilization data.
 - ii. Participate in final program-level outcomes prioritization process. Data transfer and program staff participate in methods finalization for multi-county integration of cost and utilization data.
- E. **During Fiscal Year 3: July 1, 2020 – June 30, 2021** County will:
 - i. Submit data from prior 3-year timeframe for EP and CG programs to evaluation team for analysis. Provide feedback during qualitative interviews.
 - ii. Problem-solve with evaluation team regarding county-level cost and utilization data transfer and analyses.
- F. **During Fiscal Year 4: July 1, 2021 – June 30, 2022** County will:
 - i. Assist evaluation/LHCN team in report that identifies problems with county-level cost and utilization data analysis and identifies solutions.

- ii. Work with evaluation team to prepare for next round of county-level data, including resolving previous issues faced with first data pull.

G. During Fiscal Year 5: July 1, 2022 – June 30, 2023 County will:

- i. Collaborate with evaluation team on final data transfer and analysis plan. Support access to other relevant community- or state-level stakeholders for feedback.
- ii. Send second round of county-level cost and utilization data from all EP and CG programs to evaluation team and problem-solve any issues that arise. Provide feedback during interviews and for draft report. Support access to other relevant community- or state-level stakeholders for feedback.

H. During Fiscal Year 6: July 1, 2023 – December 31, 2023 (6 months) County will:

- i. Provide feedback on draft report. Support access to other relevant community- or state-level stakeholders for feedback.
- ii. Collaborate on dissemination of study results through multi-media work products.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT:

A. Upon submission of a Solano County vendor claim form and an invoice by Contractor, and upon approval by County, County shall, in accordance with the Contractor 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 incurred the prior month, up to the maximum amount set forth in Section 3 of page one of this Contract. Payment shall be by warrant and made payable to **Regents of the University of California** and mailed to the address specified on the invoice. Claims submitted by Contractor must:

- (1) Meet all criteria set forth in this Contract;
- (2) Specify services rendered, to whom, date of service and the accrued charges; and
- (3) Be documented by:
 - a. Submission of a completed Monthly Expenditure/Reimbursement Form, the form of which will be provided by the County; and
 - b. An agency spreadsheet with Contractor's total agency budget.

B. As set forth in Exhibit B-1, there are three budget categories in this Contract: (i) personnel, (ii) operating expenses, and (iii) indirect costs.

C. Contractor may request transfers between the budget line items within a budget category, as set forth in Exhibit B-1, by submitting to County a completed Budget Modification Request Form, which will be provided by the County. Transfers between budget line items may be made only upon prior written approval of County, which approval will not be unreasonably withheld.

D. The following criteria apply to Contractor Budget Requests 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 staffs 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 when they are included in the project budget and are in accordance with Contractor's approved written policies.
- (2) Salaries and benefits of personnel involved in more than one program must be charged to each program based on the actual percentage of time spent on each program. The annualized actual percentage charged for a particular position (e.g., Project Director) cannot exceed the annual percentage approved in this Contract. Similarly, the dollar amount charged for a particular position also may not exceed the dollar amount in the attached Budget. Functional timesheets or an allocation plan must be maintained that support the time charged to this Contract.

- (3) Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment or payments to subcontractors. Such expenses include specific items directly charged to the project. The expenses must be program-related and be incurred (realized) during the Contract period.
- (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.

2. ACCOUNTING. CONTRACTOR SHALL:

A. Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for not-for-profit organizations/governmental entities. Additionally, Contractor must submit claims for payment under this Contract using either a cost allocation method or a direct billing method, as set forth below.

- (1) Contractor will use a cost allocation method for personnel and indirect costs. Contractor's cost allocation method must be supported by a cost allocation plan with a quantifiable methodology validating the basis for paying such expenditures. The cost allocation plan should be prepared within the guidelines set forth under 2 CFR (Code of Federal Regulation) Part 230, "Cost Principles for Non-profit Organization. Contractor will be reimbursed at the indirect overhead rate not to exceed 28% to be applied against Salaries and Direct Operating costs.
- (2) Contractor will use a direct billing method for all budget category items other than personnel and indirect costs. Charges submitted by Contractor based on a direct billing method must be supported by appropriate invoices that sufficiently document the expenditure.
- (3) Contractor will work with County to determine services that can be billable to Short Doyle Medi-Cal and will bill for Medi-Cal services when appropriate. County will provide direction to Contractor on documentation needed for billing.

B. 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. SUBMISSION OF COST REPORT:

A. County will schedule a cost report briefing each fiscal year. Contractor will submit its cost report by the deadline set by the County. Contractor's cost report must be complete, accurate and formatted within the guidelines provided by the Solano County Health and Social Services Department.

B. If Contractor is currently out of compliance with the cost report's submission requirement, Contractor agrees that funds to be disbursed under the terms of this Contract will be withheld until such time as Contractor submits an acceptable cost report, which shall not be unreasonably

withheld. County will not be liable for any interest that may accrue as a result of delay in payment caused by Contractor's failure to submit an appropriate cost report.

C. 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 may submit a written appeal to a disallowance to the County Health and Social Services Mental 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.

D. If Contractor provides services to multiple counties, it must use the Net Cost Method, reporting only the costs (activities) directly attributable to County.

4. FINANCIAL STATEMENT AND AUDITS:

A. Contractor's expenditures of federal funds are audited annually in accordance with Office of Management and Budget Circular A-133. As with the financial statement audits, Contractor's A-133 audits are conducted on a consolidated basis and reports all Contractor's campus locations. Contractor's fiscal year ends June 30, and the A-133 audit report is issued by the end of March in the following year. Copies of Contractor's A-133 audit report are submitted to the Federal Audit Clearinghouse Bureau of the Census. Information from current and prior A-133 audits is accessible by County online through the University of California website (<http://www.ucop.edu/financial-accounting/financial-reports/a-133-audit-reports.html>) and the Federal Audit Clearinghouse website (<https://harvester.census.gov/facweb/Default.aspx>). The organization name in the Federal Audit Clearinghouse is "UNIVERSITY OF CALIFORNIA".

5. PERSONAL PROPERTY:

A. Purchase of personal property using funds from this Contract must have prior written approval from the County, as follows:

- 1) Purchases of computer, software, and printers regardless of cost
- 2) Purchases of other personal property over \$1,500

B. Contractor shall develop and maintain a system to track such tangible personal property and submit an annual accounting of all property purchased with County funds. 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 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 2 CFR Part 225).

EXHIBIT B-1
January 1, 2019 – December 31, 2023
DIRECT COSTS
For Service Delivery of Contracted Services

	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	TOTAL
Personnel Costs							
Personnel (salaries and benefits)	\$1,598	\$5,100	\$5,748	\$5,685	\$5,834	\$3,187	\$27,152
Operational Costs	\$15,501	\$19,103	\$15,468	\$15,146	\$14,320	\$7,099	\$86,637
Equipment (tablets and computers)	496	12	26	27	26	13	600
Software	16	32	32	32	32	16	160
Meeting Expenses	15	24	24	24	24	15	126
Mobile hotspot/conference line subscriptions	17	68	102	102	102	51	442
Subject and Staff payments	0	32	0	32	0	0	64
Translation Services	0	127	63	0	0	0	190
Project Supplies	19	38	29	19	19	10	134
Consultants	8,742	6,669	2,439	2,005	803	390	21,048
Subawards	6,164	11,866	12,461	12,632	13,130	6,407	62,660
Travel	32	235	292	273	184	197	1,213
Indirect Costs (15% TC)	\$1,930	\$2,177	\$1,545	\$1,447	\$1,240	\$684	\$9,023
Total	\$19,029	\$26,380	\$22,761	\$22,278	\$21,394	\$10,970	\$122,812

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 all 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 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 or equivalent form of self-insurance program 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. Upon request, each party shall supply to the other a certificate of insurance evidencing coverages in Exhibit C.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

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

D. Additional Insurance Coverage

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

- | | | |
|----------------------|--------------------|---|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit. |
|----------------------|--------------------|---|

- (2) Professional Liability: **\$1,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 3 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.

8. BEST EFFORTS

Contractor certifies 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 terminate this Contract on the 31st day.

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

C. If County serves Contractor with a notice of default and Contractor fails to cure the 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 seek appropriate relief to the extent allowable by law.

10. INDEMNIFICATION

A. Contractor shall defend, indemnify and hold County, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury arising out of the performance of this Contract, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees. County shall defend, indemnify and hold Contractor, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury arising out of the performance of this Contract, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, agents or employees.

B. Acceptance of insurance required by this Contract does not relieve either party 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, but only in proportion to and to the extent such liability is directly caused by the negligent or intentional acts or omissions of Contractor, its officers, agents or employees.

E. As an independent contractor, Contractor is not subject to the direction and control of County. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

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

13. COMPLIANCE WITH LAW

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

wages, hours and conditions of employment.

B. Contractor certifies that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 CFR 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.

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

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

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State 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 certifies that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, excluding Contractor's program-specific services of the Early Diagnosis and Preventive Treatment of Psychotic Illness program, 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 certifies 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 certifies 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

During normal business hours at mutually agreeable times, authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business where the service is being conducted under this Contract and/or records pertaining to the services conducted under this Contract.

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

All work products developed for County by Contractor hereunder shall be the exclusive property of County and may be used for any purpose without further obligation or liability to Contractor. Contractor shall have the right to publish, disclose, disseminate and use in whole or in part, for research, teaching and public service purposes, any data and information received, collected, or developed under this Contract, except as indicated in the confidentiality provisions of this Contract. Contractor agrees to submit a copy of intended publication materials to County for review and comment at least thirty (30) days prior to submission for publication. County will have no editorial rights over publication materials but may request changes and Contractor will consider making changes.

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 up to the date Contractor receives notification of termination of the Contract; 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

The parties shall comply with 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 terms of the Contract (including any and all attachments to it) and the terms of this Exhibit C, the parties agree that the terms of this Exhibit C 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 race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

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

33. PRICING

Should Contractor to its best knowledge, 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 promptly 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 certifies, to the extent of the actual knowledge of the undersigned without search as of the execution date, that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) are not presently convicted of a criminal offense related to the provision of federally funded items or services nor previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, presently 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 certification shall be an ongoing during the term of this Contract and Contractor must promptly notify the County of any change in the status of the certification 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 of 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 \$5,485.

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.

County of Solano
Standard Contract

EXHIBIT D-1

SOLANO COUNTY

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

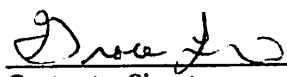
Regents of the University of California, University of California, Davis

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.

CERTIFICATION

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.

 2/11/2019
Contractor Signature

County of Solano
Standard Contract

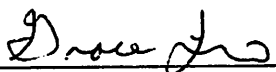
EXHIBIT D-2

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.

 2/11/2019

Contractor Signature

County of Solano
Standard Contract

EXHIBIT D-3

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
including foster homes and
group homes | 19. Intermediate care facility |
| 9. Community care facility | 20. Local Law enforcement agency |
| 10. Adult day care facility,
including adult day health
care facilities | 21. Any other person who provides
goods or services necessary to
avoid physical harm or mental
suffering and who performs duties |
| 11. Regional center for persons
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.

 2/11/2019
Contractor Signature



Solano County

675 Texas Street
Fairfield, California 94533
www.solanocounty.com

Agenda Submittal

Agenda #: 9
Status: Consent Calendar
Type: Appointment
Department: Board of Supervisors
File #: 19-248
Contact: Skip Thomson, 784-6130
Agenda date: 04/02/2019
Final Action:
Title: Approve the reappointment of Richard K. Dana and Jean Rubier to the Rio Vista-Montezuma Cemetery District Board of Trustees, representing District 5, for a term to expire on January 2, 2023
Governing body: Board of Supervisors
District: District 5
Attachments:

Date:	Ver.	Action By:	Action:	Result:
Published Notice Required?	Yes ____	No <u>X</u>		
Public Hearing Required?	Yes ____	No <u>X</u>		

DEPARTMENTAL RECOMMENDATION:

Supervisor Thomson requests that the Board of Supervisors approve the reappointment of Richard K. Dana and Jean Rubier, to the Rio Vista-Montezuma Cemetery District Board of Trustees, representing District 5, for a term to expire on January 2, 2023.

SUMMARY/DISCUSSION:

Richard Dana and Jean Rubier have previously served as Rio Vista-Montezuma Cemetery District Board of Trustees, and would enjoy the opportunity to continue to do so. Both have stated that giving back to the community, in this form, has been both fulfilling and rewarding, as they have learned a lot, in the process.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

ALTERNATIVES:

The Board could choose not to approve the reappointments, but this would not be recommended as this gives our long-time residents the opportunity to contribute their efforts to maintaining our cemeteries for friends and loved ones.

OTHER AGENCY INVOLVEMENT:

None.



Solano County

675 Texas Street
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Agenda Submittal

Agenda #: 10
Type: Appointment
File #: 19-249
Agenda date: 04/02/2019
Title: Approve the reappointment of H. Lee Tedder to the Vacaville-Elmira Cemetery District Board of Trustees, representing District 5, for a term to expire on January 2, 2023
Governing body: Board of Supervisors
District: District 5
Attachments:

Status: Consent Calendar
Department: Board of Supervisors
Contact: Skip Thomson, 784-6130
Final Action:

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ____ No X
Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

Supervisor Thomson requests that the Board of Supervisors approve the reappointment of H. Lee Tedder, to the Vacaville-Elmira Cemetery District Board of Trustees, representing District 5, for a term to expire on January 2, 2023.

SUMMARY/DISCUSSION:

H. Lee Tedder has been a valued member of the Vacaville-Elmira Cemetery Board of Trustees for many years and has requested to be reappointed to the Board as he would like to continue preserving, maintaining, and improving the final resting place for local residents.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

ALTERNATIVES:

The Board could choose not to approve the reappointment, but this would not be recommended as this gives our long-time resident the opportunity to continue contributing his efforts to maintaining our cemeteries for friends and loved ones.

OTHER AGENCY INVOLVEMENT:

None.



Solano County

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Agenda Submittal

Agenda #:	11	Status:	Consent Calendar
Type:	Appointment	Department:	Board of Supervisors
File #:	19-250	Contact:	Skip Thomson, 784-6130
Agenda date:	04/02/2019	Final Action:	
Title:	Approve the reappointment of Russell Bruno to the Vacaville Fire Protection District, representing District 5, for a term to expire on July 1, 2022		
Governing body:	Board of Supervisors		
District:	District 5		
Attachments:			

Date:	Ver.	Action By:	Action:	Result:
Published Notice Required?	Yes ____	No <u>X</u>		
Public Hearing Required?	Yes ____	No <u>X</u>		

DEPARTMENTAL RECOMMENDATION:

Supervisor Thomson requests that the Board of Supervisors approve the reappointment of Russell Bruno, to the Vacaville Fire Protection District, representing District 5, for a term to expire on July 1, 2022.

SUMMARY/DISCUSSION:

Russell Bruno is employed in Solano County and has a distinguished family history of firefighting. His father was a Captain for the Contra Costa Fire Department for more than 38 years; his grandfather, Clance Vierra, was Fire Chief for the City of Martinez.

Mr. Bruno brings a familiarity and respect for what firefighters do on a daily basis and will serve the Vacaville Fire Protection District well.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget.

ALTERNATIVES:

The Board could choose not to approve the reappointment, but this would not be recommended as this gives our long-time resident the opportunity to continue contributing his efforts to firefighting.

OTHER AGENCY INVOLVEMENT:

None.



Solano County

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Agenda Submittal

Agenda #: 12
Type: Appointment
File #: 19-264
Agenda date: 04/02/2019
Status: Consent Calendar
Department: County Administrator
Contact: Debbie Vaughn, 784-6113
Final Action:
Title: Approve the appointments of Debbie Vaughn, Principal Management Analyst, County Administrator's Office as the primary and Emery Cowan, Mental Health Services Administrator, Health and Social Services as the alternate, to the Community Action Partnership of Solano (CAP Solano) Joint Powers Authority, to complete the 2 year terms expiring on June 30, 2019; and Approve the appointment of Emery Cowan as the Solano County representative to the Housing First Solano Continuum of Care
Governing body: Board of Supervisors
District: All
Attachments:

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ___ No X
Public Hearing Required? Yes ___ No X

DEPARTMENTAL RECOMMENDATION:

The County Administrator's Office and the Health and Social Services Department recommend the Board of Supervisors approve the appointment of Debbie Vaughn, Principal Management Analyst, County Administrator's Office (CAO) as the primary and Emery Cowan, Mental Health Services Administrator, Health and Social Services (H&SS) as the alternate, to the Community Action Partnership of Solano (CAP Solano) Joint Powers Authority (JPA) to complete the 2 year terms expiring on June 30, 2019; and Approve the appointment of Emery Cowan as the Solano County representative to Housing First Solano Continuum of Care

SUMMARY/DISCUSSION:

In 1999, the County and Solano County cities established a joint powers authority for the purpose of providing oversight and coordination of homeless and safety net services; to receive safety net funding and administer such funding including making grants available to non-profit entities for the provision of homeless services; and to provide centralized guidance and oversight for homeless housing services, community action councils, and other safety net services.

In 2006, the JPA was renamed Community Action Partnership of Solano County or CAP Solano, to reflect the national trend of community organizations and local governments working together in partnership on reducing homelessness and providing basic safety net services. CAP Solano JPA is the collaborative applicant for federal Housing and Urban Development (HUD) funds, the Homeless Management Information Systems (HMIS) lead agency, and the recipient of the County's Community Service Block Grant funds (CSBG) from the State of California.

On March 7, 2017, the Board appointed Tonya Nowakowski, Assistant Director of H&SS as the primary, and Sandy Rose, Community Services Coordinator, H&SS as the alternate representatives to CAP Solano JPA. Ms. Nowakowski will separate from the County on April 12th. At that time, Ms. Rose will directly report to Emery Cowan who is the lead staff member coordinating and overseeing homelessness services within H&SS. Debbie Vaughn is the CAO analyst assigned to H&SS and works with the department on housing programs as well as on special housing/homeless programs coordinated through the CAO.

Therefore, it is recommended that Debbie Vaughn be appointed as the primary CAP Solano JPA representative and Emery Cowan be appointed as the alternate CAP Solano JPA representative for Solano County.

The Board appointed Tonya Nowakowski as the Solano County representative to Housing First Solano Continuum of Care (CoC) on September 11, 2018. Housing First Solano CoC is the regional CoC for Solano County and is the regional planning body of representative stakeholders in Solano County that coordinates the community's policies, strategies and activities toward preventing and ending homelessness. It is recommended that Emery Cowan replace Ms. Nowakowski as the Solano County representative due to her ongoing work and coordination with community services providers in housing and homelessness.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget. There is no additional impact the County General Fund with the recommended appointments.

ALTERNATIVES:

The Board may choose not to approve the appointments or to select other individuals to represent Solano County on CAP Solano JPA and Housing First Solano CoC.

OTHER AGENCY INVOLVEMENT:

The County Administrator's Office and Health and Social Services participated in the development of the staff report.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

675 Texas Street
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Agenda Submittal

Agenda #:	13	Status:	Consent Calendar
Type:	Appointment	Department:	First 5 Solano
File #:	19-257	Contact:	Michele Harris, 784-1332
Agenda date:	04/02/2019	Final Action:	
Title:	Approve the appointment of Sabrina Drake to the Solano County Child Care Planning Council for a four year term to expire on April 2, 2023		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Membership Roster		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ____ No X
Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

First 5 Solano/County Administrator's Office recommends the Board of Supervisors to approve the appointment of Sabrina Drake to the Solano County Child Care Planning Council (CCPC) for a four year term to expire on April 2, 2023.

SUMMARY/DISCUSSION:

State of California Education Code §8499.3 requires the Board of Supervisors and the Superintendent of Schools each appoint one-half of the members of the CCPC. State law also requires that CCPC membership be distributed as follows: 20% consumers of child care services, 20% child care providers, 20% community representatives, 20% public agency representatives, and the remaining 20% from any of the above categories at the discretion of the Board of Supervisors and the Superintendent of Schools.

Ms. Sabrina Drake would serve on the Council as a Public Agency Representative and would bring to the CCPC her unique perspective as the Assistant Director at Solano Community College Early Learning Center. She will bring to the CCPC over 20 years of experience in the field of Early Care and Education. Her multifaceted viewpoint as a leader in an organization that advances professional development in the field makes her uniquely qualified to serve on the Council.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the Department's FY2018/19 Adopted Budget. There is no financial impact associated with the appointment of CCPC members.

ALTERNATIVES:

The Board may choose to not appoint the aforementioned applicant. This is not recommended as the

applicant has demonstrated an interest in providing her experience and expertise to the CCPC to ensure that quality child care is available throughout Solano County.

OTHER AGENCY INVOLVEMENT:

CCPC members have reviewed the application and recommended this appointment.

Solano Child Care Planning Council (CCPC) Membership Roster

	Current Members	<i>Proposed Members</i>
Category 1: Consumers:		
1.	Lenesha Anderson	
2.	Brianna Nobil	
3.	Sasha Begell	
Category 2: Child Care Providers:		
1.	Manuela Jacques	
2.	Andrea Calderon	
3.		
Category 3: Public Agency Representatives:		
1.	Lisa Eckhoff	
2.	Juanita Morales	
3.		<i>Sabrina Drake</i>
Category 4: Community Representatives:		
1.	Zoe Bartholomew	
2.	Stephanie Wheeler	
3.	Jennifer Carpentier	
Category 5: Discretionary Appointees:		
1.	Kathy Lago	
2.	Eloisa Mercado	
3.		