County of Solano
Standard Contract

For County Use Only
CONTRACT NUMBER:
03922-27
(Dept., Division, FY, #)
H&SS/MH
BUDGET ACCOUNT:
7740
SUBOBJECT ACCOUNT:
3153

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

   Caminar, Inc.
   CONTRACTOR'S NAME

2. The Term of this Contract is:

   September 29, 2026 to June 30, 2027

3. The maximum amount of this Contract is:

   $571,066.00

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 September 22, 2026.

CONTRACTOR	COUNTY OF SOLANO
Caminar, Inc. CONTRACTOR'S NAME	Ian M. Goldberg County Administrator
Mark Cloutier DIGITALLY SIGNED 09/11/2026 01:59 PM PDT SIGNATURE	275 Beck Avenue, MS 5-200 ADDRESS
Mark Cloutier, Chief Executive Officer PRINTED NAME AND TITLE	Fairfield CA 94533 CITY STATE ZIP CODE
411 Borel Ave Ste 101, ADDRESS	Approved as to Content: Emery Cowan DIGITALLY SIGNED 09/17/2026 03:52 PM PDT Emery Cowan Director, Health & Social Services Department
San Mateo CA 94402 CITY STATE ZIP CODE	Approved as to Form: Kelly Welsh DIGITALLY SIGNED 09/16/2026 09:58 PM PDT COUNTY COUNSEL, DEPUTY

Rev. 12/17/09

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

I. PROGRAM DESCRIPTION

Contractor shall operate a shelter program designed to serve individuals who are homeless or at-risk of homelessness and who have identified Behavioral Health needs, including serious behavioral illness (SMI), substance use disorders (SUD), or co-occurring SMI and SUD. The shelter program shall function as a time-limited housing intervention intended to support Participants in stabilizing their housing, increasing self-sufficiency, and successfully transitioning out of the program into permanent housing without ongoing rental assistance. All services and supports provided under this contract shall be explicitly oriented toward preparing Participants to exit the program successfully within a 3-6 month period.

The shelter program is outlined in the Solano County Behavioral Health Services Act (BHSA) Annual Plan.

II. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. PROGRAM SPECIFIC ACTIVITIES

A. Provide shelter services for an average daily census of 12 Participants.
   1) Provide shelter, at 956 Tabor Ave. in Fairfield, for a maximum of 6 months, targeting a typical length of stay of 4 months.
   2) Work closely with Participants' assigned BH treatment team(s) to communicate time left in the program and encourage proactive transition plans to permanent housing within 3-6 months. Should there be challenges coordinating with BH treatment team(s), Contractor will seek assistance from the County Clinical Contract manager or designee immediately.

B. Contractor shall complete a Housing Support Plan within the first six (6) calendar days of Participant's enrollment.
   1) The plan shall be developed in coordination with Participants' CS Housing Navigation provider, as outlined in section II.1.D below.
   2) The plan shall document the Participant's housing stabilization and transition goals, including plans for progression toward permanent or longer-term housing.
   3) County shall either provide Contractor with a Housing Support Plan template or provide technical assistance to ensure Contractor understands the required components of the Housing Support Plan consistent with California Department of Health Care Services (DHCS) guidelines if Contractor elects to develop its own template.

C. Upon enrollment into this shelter program, Contractor shall collect the Participant-specific reporting elements as outlined in section VI below.
   1) Additionally, Contractor shall obtain and maintain a completed Homeless Verification Form for each enrolled Participant.
      a. Documentation verifying a Participant's homeless status and eligibility must be retained and accurately recorded in the Homeless Management Information System (HMIS).
      b. The Homeless Verification Form shall also indicate whether the Participant meets the BHSA Chronic Homelessness definition, meaning the individual is residing in a place not meant for human habitation, safe haven, or emergency shelter, and has been homeless for at least 12 months (continuously or across four or more occasions within the past three years).

D. **CalAIM Community Supports (CS)**
   1) Contractor shall either:

a. Serve as a CalAIM provider through the local Managed Care Plans (MCPs), Kaiser Permanente and Partnership HealthPlan of California, delivering Community Supports (CS) services directly; or
b. Coordinate with qualified CalAIM provider(s) in the community to ensure Participants receive the CS services outlined below throughout their participation in the shelter program.
    i. When services are delivered by an external CS provider, Contractor shall maintain coordination mechanisms to ensure Participants are connected to and actively receiving services consistent with the requirements outlined in this section.

2) CS Housing Navigation Services
    a. CS Housing Navigation services shall support Participants in identifying and securing flexible, person-centered housing placements within Solano County that are matched to each Participant's unique needs, functional abilities, and housing goals.
        i. Placement decisions shall consider Participants' functional impairments (e.g., ability to perform activities of daily living, prepare meals, manage appointments), clinical needs, recovery goals, and expressed preferences for independent or supported living.
    b. CS Housing Navigation services shall be delivered consistent with the goals and transition planning outlined in the Participant's Housing Support Plan.
    c. CS Housing Navigation services shall support Participants with both securing sustainable permanent or longer-term housing options to which Participants may transition following completion of the shelter program.
        i. Housing transition planning shall begin at enrollment and be incorporated into the Participant's Housing Support Plan.
        ii. The CS Housing Navigation provider shall regularly revisit housing transition goals throughout the Participant's stay and provide ongoing support to prepare Participants for successful exit from the shelter program.
        iii. The CS Housing Navigation provider shall maintain regular engagement and check-ins with Participants to encourage follow-through on housing and stabilization goals, monitor progress toward transition planning milestones, and identify and address barriers that may impact successful transition to permanent housing.

E. **CalAIM Enhanced Care Management (ECM)**

1) Contractor shall either:
    a. Serve as a CalAIM provider through the MCPs delivering Enhanced Care Management (ECM) services directly; or
    b. Coordinate with qualified CalAIM provider(s) in the community to ensure Participants receive the ECM services outlined below throughout their participation in the shelter program.
        i. When services are delivered by an external ECM provider, Contractor shall maintain coordination mechanisms to ensure Participants are connected to and actively receiving services consistent with the requirements outlined in this section.
2) ECM care coordination services will support Participants in accessing and maintaining necessary health, behavioral health, and social services. ECM services may include, but are not limited to:
    a. Benefits advocacy, including assistance with applying for or maintaining public benefits (e.g., CalFresh, GA, SSI/SSDI, etc.).

b. Health system navigation, including coordination of medical and behavioral health care
c. Linkage and referrals to treatment and supportive services
d. Care coordination with housing providers, behavioral health treatment teams, and other service providers involved in the Participant's care

F. When Contractor serves as the CS and/or ECM provider delivering services directly, those services shall be documented as Fee-for-Service (FFS) on a monthly, per-Participant basis, capturing all activities provided during that month, in accordance with CalAIM requirements.

G. **Specialty Behavioral Health Services**

1) Contractor shall provide Specialty Behavioral Health Services (SBHS), as clinically appropriate, to support the stabilization, engagement, and progression of Participants while housed through the shelter program.
2) SBHS shall be delivered in accordance with Medi-Cal requirements and shall be medically necessary, clinically indicated, and tied to each Participant's assessed behavioral health needs, as documented in the Participant's assessment and service/treatment service plan.
3) Applicable SBHS codes authorized under this Contract are outlined in Exhibit B-2. Services may include, but are not limited to, Targeted Case Management, Behavioral Health Rehabilitation, and Collateral services, as allowable.
4) SBHS shall focus on helping Participants stabilize and sustain their shelter placement while also supporting progress toward increased independence, community integration, and readiness for a longer term housing settings. Services shall address behavioral health symptoms and functional impairments that could otherwise compromise housing stability or limit Participants' ability to successfully transition to more independent living environments. Interventions may include, but are not limited to:
    a. Behavioral redirection, de-escalation, and milieu management to support safety, participation, and adherence to housing expectations, including expectations related to communal living environments, where applicable;
    b. Symptom management and relapse prevention, including identifying triggers, developing coping strategies, and reinforcing skills to manage psychiatric symptoms and substance use-related behaviors;
    c. Skill-building related to independent living, such as budgeting, establishing daily living routines, managing appointments, maintaining personal and shared living spaces, and engaging in transition planning;
    d. Monitoring Participant readiness for less restrictive housing environments, preparing Participants for living with reduced supports, and defining, reinforcing, and reviewing expectations related to independence and housing responsibilities;
    e. Motivational support to encourage follow-through on individualized goals, sustain engagement in treatment and recovery activities, and reinforce progress toward program exit;
    f. Early identification of warning signs of behavioral health decompensation and proactive intervention to prevent escalation that could lead to eviction, hospitalization, or incarceration; and
    g. Linkage to, and coordination with, on-call, urgent, or crisis resources as needed to maintain stabilization and continuity of care.
    h. All Specialty Behavioral Health Services provided under this Contract shall be directly related to the Participant's behavioral health symptomology and treatment stabilization needs, as identified through assessment and documented in the Participant's treatment and/or service plan.

5) Contractor shall not serve as the Primary Service Coordinator (PSC) for Participants receiving SBHS under this Contract. A separate County Behavioral Health Plan (BHP) program shall serve as the PSC and shall be responsible for completing the Participant's comprehensive assessment and service/treatment plan.
    a. Only one assessment and service/treatment plan covering the annual service period shall be required to establish and justify medical necessity for SBHS provided to the Participant.
    b. Contractor shall utilize the existing assessment and treatment plan completed by the PSC to support medical necessity for services delivered under this Contract.
    c. When clinically indicated, Contractor may collaborate with the PSC to request brief updates or amendments to the assessment and/or treatment plan to address areas requiring clarification or revision.
    d. Contractor shall not duplicate assessments or treatment plans already completed by the PSC.

H. **Services for Participants Not Enrolled in Medi-Cal**
1) Contractor shall ensure that Participants who are not enrolled in Medi-Cal, or who are otherwise ineligible for Medi-Cal reimbursement, are still able to access the core services necessary to support housing stabilization, behavioral health recovery, and progression toward increased independence.
2) Contractor shall maintain sufficient staffing capacity under this Contract to provide services equivalent in scope and intensity to those delivered through SBHS, ECM, and CS, as clinically and programmatically appropriate. These services may include, but are not limited to, housing navigation and tenancy support, care coordination, behavioral health stabilization services, case management, and other supportive services necessary to sustain housing and promote functional improvement.
3) Participants who are not Medi-Cal eligible, these services shall be reimbursed by the County through this Contract rather than through Medi-Cal or Medi-Cal MCP billing. Contractor shall ensure that services provided to non-Medi-Cal Participants are delivered in a manner that is consistent with program standards, evidence-based practices, and the service expectations outlined in this Agreement.
4) Contractor shall track and document services delivered to non-Medi-Cal Participants in accordance with County documentation and reporting requirements, and shall maintain the ability to distinguish between services reimbursed through Medi-Cal and those reimbursed through County contract funding.

I. Utilize the Housing First model set forth in California Welfare and Institutions Code Section 8255, including:
1) The immediate and primary focus is on helping individuals quickly access and sustain housing followed by offering and/or linking to necessary services to include behavioral and physical health, substance abuse, education, and employment.
2) Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of Participants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where Participants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the Participant so chooses.
3) Services will reduce harm, and promote health, community and independence among tenants.
4) Supportive services emphasize engagement and problem solving.

J. Maintain the Laurel Creek property in a manner that conforms to local zoning and health standards.
1) For any repair that is estimated to be $1,000 or more Contractor shall:

a. Obtain at least 2 estimates for the repair and select the lowest bid;
b. Secure County's approval for repairs prior to work commencing unless it is deemed the immediate responsibility of the Contractor to address a situation that poses a safety or security risk for health plan members or program staff such as flooding, fire damage, broken window/door, etc.

K. Provide opportunities for behavioral health treatment team staff to provide clinical and peer support services onsite as well as facilitate access to technology for telehealth appointments when appropriate.
L. Create opportunities within the setting to learn life skills including cooking, cleaning, laundry, budgeting, etc.
M. **Coordinated Entry System (CES) Screening and Enrollment**
   1) Contractor shall be trained and authorized by the local Coordinated Entry System (CES) provider to function as a CES Entry Point for shelter-enrolled Participants.
   2) Contractor shall complete CES screening, intake, and placement activities and ensure Participants are added to and maintained on the community By-Name List (BNL), as appropriate.
N. Payment for Participant stays under this contract shall be funded, in part, through Participants' CalAIM Transitional Rent (TR) benefit, as applicable. Accordingly:
   1) Rent cannot be charged directly to Participants when their housing stay is covered by the Transitional Rent benefit. However, Participants should be encouraged to set aside funds for future move-in expenses (e.g., deposits, furnishings, basic household items). Supporting Participants with financial planning and preparation for these costs falls within the scope of the CalAIM CS Housing Navigation services, as outlined in Section II.1.D above.

2. REFERRALS

Contractor will take the following steps toward maintaining a census of 12 Participants:

A. Accept referrals made only by Contract Manager or designee using the referral form agreed upon with the County. Should a referral be received by an alternative source, direct referring party back to Solano County contract manager or designee.
B. Timeliness:
   1) Notify Solano County Contract Manager or designee by email as soon as possible when an upcoming vacancy is available or anticipated.
   2) Review and respond with a request for additional information if needed within 1 business day of receiving a referral. If the referring case manager does not respond to 3 contact efforts, notify the Contract Manager or designee.
   3) Reach an acceptance decision within 3-5 business days of receiving a complete referral packet containing all required items/information from the referring party.
   4) Upon reaching the decision to accept, promptly extend an admission date, aiming to schedule it within the following 1-3 business days (except for the potential exclusion of Friday as an admission date, which will be at the Contractor's discretion).
C. Review from a Housing First Approach, which includes:
   1) Referrals will not be rejected on the basis of criminal convictions or the use of alcohol or drugs in and of itself. The only exception to this is individuals who are registered sex offenders per funding restrictions.
   2) Enrollment in Behavioral Health case management level services is not a condition of placement.
   3) Work closely with and defer to the County Clinical Contract Manager or designee when determining the prioritization of admissions when there are more referrals than there are available beds.
   4) Apply a low barrier approach to the referral process. For instance, Contractor shall permit referring parties to submit alternative clinical documents when a recent

Psychosocial Assessment is not available.

3. GENERAL ACTIVITIES

While providing the specific activities, Contractor agrees to:

A. Provide housing services that are strengths-based, person-centered, safe, effective, timely and equitable, supported by friends, family, and the community; with an emphasis on promoting whole health, wellness and recovery. Ensure that supportive services are individualized and based upon best practices related to the need of each Participant. Provide early and consistent intervention with Participants who are out of compliance with the program rules or are exhibiting signs of behavioral difficulties in an effort to avoid escalating problems that lead to disruptions of the milieu and terminations in placement. Coordinate and work together with the Participant's assigned Behavioral Health (MH) case manager and with the Solano County Behavioral Health (SCBH) contract manager (or designated liaison) to find resolutions that avoid Participants being asked to leave prematurely.
B. Make coordination of service care an integral part of service delivery which includes providing education and support to beneficiaries/family members as well as consulting with community partners including but not limited to other behavioral health service providers; physical care providers; schools (if appropriate); etc.
C. Maintain case documentation according to industry standards and strengths-based best practices.
D. Provide information (including brochures, postings in lobby, after-hours voicemail message, etc.) that communicates how behavioral health beneficiaries can access 24/7 services (e.g., suicide prevention Lifeline, crisis stabilization unit phone number, Full Service Partnership [FSP] warmlines only for Participants open to FSP programs) when medically necessary.
E. All media related to services provided through contract and provided to the public must include a reference to the Solano County Board of Supervisors, Health and Social Services and include the County logo; any programs also funded by the BHSA as the sponsors must also include the BHSA logo.
F. Representatives from the Contractor organization must make efforts to attend the monthly local Behavioral Health Advisory Board meeting, and participate in the BHSA community program planning meetings, including those for the BHSA Annual Update or Three-Year Plan, BHSA Innovations projects, planning for housing services, suicide prevention planning, etc.
G. Designate an agency representative to participate in the quarterly BHSA Partner meetings.

4. PERFORMANCE MEASURES

Contractor agrees that services provided will achieve the following:

A. 44 unduplicated Participants will be served annually, as documented through HMIS enrollments during the contract year.
B. Participants will have an average length of stay of between 130-135 days.
C. 100% of Participants that are eligible will be assigned a CalAIM provider and receive documented Enhanced Care Management and/or Community Supports, as applicable, throughout their enrollment.
D. At least 75% of Participants shall achieve documented exits to permanent housing (defined as a housing setting in which the Participant holds an occupancy agreement, lease, or comparable housing arrangement that does not have a predetermined time limit on the length of stay), as measured by HMIS exit destination data during the contract period.
E. No more than 25% of Participants will return to shelter or homelessness within 180 days of program exit, as measured by HMIS re-enrollment data.

5. REPORTING REQUIREMENTS

Contractor shall be responsible for the timely collection, documentation, and submission of all programmatic and Participant-level data required within this contract. Contractor shall utilize the reporting tools, templates, and systems provided or designated by the County.

A. On a weekly basis Contractor will submit the current census by email to the County Clinical Contract Manager or Program Liaison as designated by Clinical Contract Manager.

B. **Homeless Management Information System Data Entry and AB 977 Compliance**

1) Contractor shall collect and maintain a Homeless Management Information System (HMIS) Release of Information ROI form for each Participant, in accordance with applicable privacy and confidentiality requirements.
2) Contractor shall ensure the timely and accurate entry of all program intakes and program exits into HMIS.
3) Contractor shall enter all required service data for each Participant into HMIS in a manner that is complete, accurate, and consistent with County, HUD, and DHCS standards.
4) HMIS projects shall be established, configured, and maintained in compliance with AB 977 requirements, including the use of appropriate project types and funding identifiers.
5) The County shall provide Contractor with applicable Funding Identification numbers necessary to support AB 977-compliant HMIS project setup.

C. **Monthly Reporting - Supplemental Claim Documentation**

1) Each month, Contractor shall submit Supplemental Claim Documentation in the form of a Participant Census Report. The census report shall include a list of all Participants served during the claim month and must include, at a minimum, the following information for each Participant:
    a. Full name;
    b. Move-in date and/or move-out date, as applicable, when the Participant did not remain at the program, for the full duration of the month.
    c. Referral source for each Participant;
    d. Length of stay to date; and
    e. Number of unduplicated individuals served;
2) Participants listed on the census report shall be organized according to the following population categories:
    a. individuals with SUD, whether occurring alone or co-occurring with SMI;
    b. justice-involved individuals, including specification of those exiting from jail;
    c. individuals connected to Full Service Partnership (FSP) programs;
    d. individuals connected to Care Court;
    e. Transitional Age Youth (TAY), defined as individuals ages twelve (12) through twenty-five (25);
    f. and other priority populations as specified by the County.

D. **Quarterly Reporting**

1) Using the tool provided by the County, Contractor shall collect, compile, and submit Participant data no later than the 15th day of the month following the end of each quarter, unless an extension is approved in writing by the County Contract Manager or designee. Quarterly reporting shall include, at a minimum, the following data elements and shall be presented as both monthly and cumulative quarterly totals:
    a. Demographic Data:
        i. Age group;
        ii. Race;
        iii. Ethnicity;
        iv. Primary language(s);

v. Sexual orientation;
vi. Sex assigned at birth;
vii. Current gender identity;
viii. Disability status; and
ix. Veteran status.

b. Total number of Participants served who meet the BHSA Chronic Homelessness definition: residing in a place not meant for human habitation, safe haven, or emergency shelter, and has been homeless for at least 12 months (continuously or across four or more occasions within the past three years).

E. **Annual Narrative Report**

1) Contractor shall submit an annual BHSA Narrative Report of program activities no later than July 15th of each contract year, using the tool provided by the County.
2) The annual narrative report shall include, at a minimum:
   a. Description of overall program outcome tools used to capture the impact of services for Participants or populations served;
   b. Summary of program milestones, accomplishments, and key successes, as well as challenges or barriers encountered during the reporting period; and
   c. Description of program efforts to address the cultural and linguistic needs of service recipients.
3) **Data Quality, Oversight, and Compliance**
   a. Contractor shall ensure that all data and reports are maintained in a manner that supports fiscal oversight, performance monitoring, data quality assurance, and audit readiness. Contractor shall cooperate fully with County monitoring activities, data validation requests, audits, and corrective action processes related to reporting or data compliance.

6. **CONTRACT MONITORING MEETINGS**

Contractor shall ensure at least one member of the leadership team as well as one on-site staff is available to meet with the County Clinical Contract Manager or designee for check-in technical assistance meetings two to four times per month to engage in case reviews aimed at ensuring that participants' re-housing are being actively developed and participants' length of stay are within the agreed timeframe on section II.1.A of the contract. Justification for extensions of a participant's stay beyond 90 days should be presented during these meetings.

Additionally, Contractor shall ensure that staff providing program oversight and management attend the performance review meeting as scheduled by the County to review the scope of work (SOW) and to discuss performance measures, fiscal expenditures, and clinical progress of program participants as appropriate per the contract. Meetings can be held in person or virtually.

7. **CULTURAL & LINGUISTIC CONSIDERATIONS**

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

A. Contractor shall provide services pursuant to this Contract in accordance with current State statutory, regulatory, and policy provision related to cultural and linguistic competence as defined in California State Department of Behavioral Health (DMH) Information Notice No: 97-14, "Addendum for Implementation Plan for Phase II Consolidation of Medi-Cal Specialty Behavioral Health Services-Cultural Competence Plan Requirements," and the Solano County Behavioral Health Plan (BHP) *AAA203 Ensuring and Providing Multi-Cultural and Multi-Lingual Behavioral Health Services* Policy. Specific statutory, regulatory, and policy provisions

are referenced in Attachment A of DMH Information Notice No: 97-14, which is incorporated by this reference.

B. Agencies which provide behavioral health services to beneficiaries under Contract with Solano County are required to participate as requested in the development and implementation of specific Solano County BHP Diversity and Equity Plan provisions. Accordingly, Contractor agrees at minimum:
    1) Utilize the national Culturally and Linguistically Appropriate Services (CLAS) standards in Health Care. For information on the CLAS standards please refer to the following link: https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53
    2) Contractor will use the agency Cultural Responsivity Plan developed during FY 19/20 to guide practices and policies in order to ensure culturally and linguistically appropriate service delivery.
        a. The agency Cultural Responsivity Plan shall be reviewed and updated at least annually, and a copy submitted to County BHP Ethnic Services Coordinator or Quality Assurance as directed by September 30th. The Plan update shall include progress made on previous goals and newly developed goals for the next year.
        b. Contractor will submit a revised plan if County determines the plan to be inadequate or not meeting fidelity to the CLAS standards.
    3) Develop and assure compliance with administrative and human resource policy and procedural requirements to support the intentional outreach, hiring, and retention of a diverse workforce;
    4) Provide culturally sensitive service provision and staff support/supervision, including assurance of language access through availability of bilingual staff or interpreters and culturally appropriate evaluation, diagnosis, treatment and referral services.

C. Contractor will ensure agency (not necessarily program) representation for the County BHP Diversity and Equity Committee held bi-monthly (every other month) in order stay apprised of—and inform—strategies and initiatives related to equity and social justice as informed by the goals included in the County BHP Diversity and Equity Plan and Annual Updates.
    1) Assign an agency staff member designated to become an active committee member attending meetings consistently. Designee will be required to complete the *Diversity and Equity Committee Participation Agreement* form.
    2) Make an effort to ensure that the designated representative can also participate in ad hoc sub-committee meetings scheduled as needed to work on specific initiatives related to goals in the BHP Diversity and Equity Plan.
    3) Identify a back-up person to attend committee meetings in the absence of the designated person.

D. Provision of services in Preferred Language:
    1) Contractor shall provide services in the preferred language of the beneficiary and/or family member with the intent to provide linguistically appropriate behavioral health services per ACA 1557 45 CFR 92, nondiscrimination in healthcare programs. This may include American Sign Language (ASL).
    This can be accomplished by a bilingual clinician or the assistance of an interpreter. The interpreter may not be a family member unless the beneficiary or family expressly refuses the interpreter provided.
    2) Contractor may identify and contract with an external interpreter service vendor or may avail themselves to using the vendor provided and funded through Solano County Health and Social Services.
    3) Contractor shall ensure that interpretation services utilized for communications or treatment purposes are provided by interpreters who receive regular cultural competence and linguistic appropriate training. Training specifically used in the behavioral health field is recommended.
    4) Contractor shall ensure that all staff members are trained on how to access interpreter services used by the agency.

5) Contractor will provide informational materials as required by Section 8.B below, legal forms and clinical documents that the beneficiary or family member may review and/or sign shall be provided in the beneficiary/family member's preferred language whenever possible;
6) Contractor shall at a minimum provide translation of written informing materials and treatment plans in the County's threshold language of Spanish as needed for beneficiaries and/or family members.

E. Cultural Humility Training:
1) Contractor shall ensure that all staff members including direct service providers, medical staff, administrative/office support, recreation staff, and leadership complete at least one training in cultural humility and/or social justice per year.
a. Contractor will maintain evidence, including sign in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving the mandatory annual cultural humility and/or social justice training. Contractor will submit evidence of staff training to Clinical Contract Manager or the County's ESC as designated biannually with the monthly reporting on January 15th and July 15th for the FY this contract covers.
2) Participate in County and agency sponsored training programs to improve the quality of services to the diverse population Solano County.

8. QUALITY IMPROVEMENT ACTIVITIES

A. Regulation Changes

If/when Federal and/or State agencies communicate new or revised regulations during the term of this agreement, County will issue updated requirements via a QA Information Notice or other official communication. These requirements will supersede existing contract provisions.

B. Medi-Cal Certification

For Medi-Cal claiming programs, Contractor shall meet and maintain standards outlined in the most current DHCS Certification Protocols and additional County Behavioral Health policies.

Contractor shall notify County of any changes to ownership, location, organizational structure, program scope, services provided, or Clinical Head of Service in writing, 60 days prior to planned changes taking place, using the current Medi-Cal Certification Update Form.

C. Staff Credentialing

Contractor shall comply with credentialing and re-credentialing requirements per DHCS MHSUDS Information Notice 18-019.

All staff entering services into the County billing system must be reported via the County Staff Master form. Contractor shall submit monthly updated staff lists and ensure staff meet credentialing requirements.

Contractor shall not employ or subcontract any individual excluded from Federal health care programs and shall notify County QA within 15 calendar days when a provider terminates, ensuring written notification to clients receiving services from that provider.

Contractor shall work with County's Provider Eligibility Coordinator to ensure all licensed staff are accurately enrolled in DHCS PAVE.

D. Access and Timeliness

Contractor must provide service hours equal to or greater than those for non-Medi-Cal clients or, if serving only Medi-Cal clients, hours comparable to other services provided.

Contractor shall:

- Comply with DHCS timeliness standards.
- Contact clients within 1–2 business days of receiving a referral.
- Offer assessment appointments within:
    - 48 hours for urgent referrals
    - 10 business days for routine referrals
    - 15 business days for psychiatric services
    -

If timelines cannot be met:

- Notify County within 1 business day for urgent and 2 business days for routine referrals.
- Issue a NOABD and send to client and County QA per Solano BHP policy.

County will monitor timeliness monthly. Programs below 80% compliance for 4 consecutive months will be placed on a Corrective Action Plan.

Contractors acting as points of access must use the County's "Access Screening and Referral" form.

Contractor shall support quarterly test calls for access lines and monitor internal response times.

Assessments must be completed and finalized within 30 calendar days from the start date of assessment (date of first claimed assessment service). Per CalAIM, services may start prior to finalized assessments if medical necessity is met.

E. CalAIM Documentation and Access

Contractor shall adhere to all CalAIM documentation redesign requirements, including BHIN 23-068, and ensure timely initiation of services (non-psychiatric within 10 business days; psychiatric within 15 business days).

Contractor must follow CalAIM "No Wrong Door" requirements (BHIN 22-011) and use universal screening and transition tools (BHIN 25-020) for service system alignment.

F. Service Authorization

Contractor shall request prior authorization from County for designated services per policy AAA219 and BHIN 22-016. For services not requiring authorization, medical necessity must be demonstrated and reviewed.

G. Informing Materials

Contractor shall provide required informing materials (e.g., Guide to Services, Provider Directory, NOABD forms) within 5 business days in appropriate formats and languages. Taglines in prevalent languages and large print must accompany all materials.

H. Notice of Adverse Benefit Determination (NOABD)

Contractor shall issue NOABDs under defined circumstances per policy AAA201 and ensure appropriate documentation is maintained to support determinations.

I. Documentation Requirements

Only one assessment is required unless a new one is clinically necessary. Contractor shall utilize existing assessments from current Primary Service Coordinators when available.

Documentation must include:

- Informing Materials

- Clinical Assessment
- Problem List
- Care or Treatment Plan (if applicable)
- Progress Notes
- Service Authorizations (if applicable)
- Intake Documents including consents, Acknowledgement of Receipt
- NOABDs (if applicable)

J. Clinical Quality Review

Contractor shall cooperate with County QA for review of assessments, problem lists, and plans. Requested revisions must be submitted within 5 business days.

K. Problem Resolution

Contractor shall implement County's Problem Resolution policies (ADM141, ADM142, ADM132, AAA210, ADM136), ensure staff and client access to materials, assist with form completion, and forward complaints to County QA within 24 hours of receipt.

L. Serious Incident Reporting (SIR)

A serious incident shall be reported by the Contractor to Contract Manager and/or Solano County Administration immediately after the incident. Further collaboration or meetings may be required.

A written SIR shall be completed and electronically submitted through Symplr within twenty-four (24) hours of the occurrence or awareness of occurrence.

Data breaches or security incidents must be reported concurrently to County QA and H&SS Compliance within 24 hours through Symplr.

M. Internal Quality Improvement (QI) Process

Contractor shall maintain a written QI Work Plan addressing access, timeliness, quality, and outcomes. Plan updates are due annually by July 30. Additional internal reviews (assessments, notes, medication monitoring) must be submitted quarterly.

Contractor shall:

- Participate in quarterly County QIC meetings (remote option available if outside County).
- Provide data for County QI plans and participate in improvement initiatives.

N. County Reviews and Audits

County will conduct bi-annual site/chart reviews. Contractor must provide access, space, and records. Audit disallowances for fee-for-service programs will be recouped.

Contractor shall retain records for 10 years post-audit.

O. Fraud, Waste, and Abuse

Contractor shall implement policies to prevent and report fraud, overpayments, and allow audit access by County, State, or Federal officials.

P. Service Verification

Contractor shall follow County policy QI620. Contractor's Service Verification Policy must be submitted and updated as needed. Supporting documentation must be submitted per County schedule.

Q. Conflict of Interest

Contractor shall comply with ADM146 including disclosure of ownership, background checks, fingerprinting, and exclusion of individuals with recent relevant convictions. All staff must complete annual compliance training with documentation submitted monthly.

R. Performance Data

Contractor shall:

- Submit required DHCS and 1915(b) Waiver data (CANS, PSC-35, CSI, 274, etc.).
- Provide quarterly data for relevant DHCS BHIN 24-004 quality measures (FUM, FUH, AMM, APP, SAA).

S. Utilization Management

Contractor shall work with County to monitor capacity, staffing, availability, accessibility, and other service-related metrics. Issues like blocked billing will be tracked collaboratively.

T. Outcome Measures

Adults:

- Use Reaching Recovery tools (or equivalent).
- Use Child Adolescent Needs & Strengths (CANS) for clients aged 18–20.
- With consent, use Pediatric Symptom Checklist (PSC-35) with caregivers of 18-year-olds.

Children/Youth:

- Use CANS (ages 0–17) and PSC-35 (ages 3–17) every six months.
- Only one set of tools per interval completed by the treatment team; Primary Service Coordinator is responsible.
- Outcome data must guide treatment and be submitted as completed.

Network Adequacy

- Contractor must submit network adequacy data as required and maintain a network sufficient to meet access requirements.

U. Provider Directory

Contractor shall submit at least monthly updates on providers and facility information for inclusion in the Provider Directory, per BHIN 25-026.

V. Physical Accessibility

Contractor must provide physical access and accommodations. Facilities will be rated during site visits. “Limited” ratings will result in a required Plan of Correction.

Changes in accessibility must be reported via monthly Provider Directory updates.

W. Communication Access

Contractor must meet DHCS BHIN 24-007 requirements for communication accessibility. This includes providing auxiliary aids, services, and qualified interpreters as needed.

X. Language Line Utilization

If not using County’s interpreter vendor, Contractor must submit monthly data on use of interpretation services. Data must include encounter count, language used, and reason for not using bilingual staff.

9. **CONFIDENTIALITY OF MENTAL HEALTH RECORDS**
   A. Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of any information regarding beneficiaries (or their families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the beneficiary's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.
   B. Contractor and staff will be responsible for only accessing beneficiary data from the County's electronic health record of the Contractor's health records for beneficiaries for which they have open episodes of care and for which individual staff have a specific business purpose for accessing. All attempts to access beneficiary data that do not meet those requirements will be considered data breaches and Contractor is responsible for reporting such breaches to County Quality Assurance and HSS Department Compliance unit immediately or within 4 hours of discovery.
   C. In the event of a breach or security incident by Contractor or Contractor's staff, any damages or expenses incurred shall be at Contractor's sole expense.

III. COUNTY RESPONSIBILITIES

A. Provide technical assistances in the form of phone consultations, site visits and in person or virtual meetings to provide clinical guidance and address challenges in the clinical program, implementation and/or performance of the SOW.
B. Assign a Program Liaison to work closely with the program to support the Participants being served and to monitor the census and program capacity.
C. Provide training on how to access and utilize the County's Integrated Data System
D. Assist with maintaining occupancy through census monitoring and by providing referrals when vacancies become available. Referrals will be pre-screened and prioritized prior to sending for contractor's consideration.
E. Promote collaboration and communication between contractor and Participants' case management teams.
F. Provide feedback on performance measures objectives in a timely manner to seek a proactive solution.
G. Develop reporting forms not otherwise detailed in this Contract in coordination with Contractor.
H. Provide feedback on fiscal performance and process budget modifications and contract amendments as appropriate.
I. Make available electronically all policies and procedures referenced herein and inform the Contractor as policies are reviewed and updated so that the Contractor is aware of changes.
J. Verify TR eligibility and coordinate reimbursement with the Medi-Cal Managed Care Plans.
   i. The individualized Housing Support Plans, outlined in Section II.1.B above, shall be used by the County to support Participant TR eligibility verification, compliance monitoring, and reimbursement processes.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

A. Upon submission of an invoice and a Solano County vendor claim by Contractor, and upon approval by County, County shall, in accordance with the "Reimbursement Rate Schedule" attached to this Contract as Exhibit "B-1" and incorporated into this Contract by this reference, pay Contractor monthly in arrears for fees and expenses actually incurred the prior month, up to the maximum amount set forth in **Section 3 of the Standard Contract**. Monthly claims for payment should be submitted to County by the 15th day of the subsequent month.

B. Claims submitted by Contractor must include adequate supporting documentation including but not limited to a spreadsheet with patient name and number, start and stop dates of services, IMD and/or Patch Rates, Share of Cost (SOC) and/or Supplemental Security Income payments. Spreadsheet should also include any additional information identified by the County to ensure that the County can claim CalAIM Transitional Rent services to the Managed Care Plan.

C. Each invoice must specify actual charges incurred for each client.

2. ACCOUNTING STANDARDS

A. Contractor shall establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for organizations/governmental entities as described in Exhibit C – section 13C.

B. Contractor's cost allocation method must be supported by a cost allocation plan with a quantifiable methodology validating the basis for paying such expenditures. The cost allocation plan should be prepared within the guidelines set forth under 2 CFR Part 200, subpart E, Cost Principles and Appendix IV to Part 200, Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations.

C. Contractor shall document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices, time studies, and other official documentation that sufficiently support all charges under this Contract.

D. Contractor shall ensure that systems are in place to prevent duplicate claiming of expenses for providing CalAIM services that are billed to the Managed Care Plan and/or any other third party payer.

3. PERSONAL PROPERTY

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

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

4. FINANCIAL STATEMENTS, AUDITS, AND FISCAL REPORTING:

A. Contractor agrees to furnish annual audited financial statements to the County, which must be submitted within 30 days of its publication. If Contractor is not required by federal and/or state regulations to have an independent audit of its annual financial statements, Contractor agrees to furnish unaudited annual financial statements by September 1.

B. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, State or Federal Government conducts an audit.

C. County may request cost information from contractors if cost reporting is required by state or federal law, or if the County determines that cost information is beneficial to advance the goals of the California Advancing and Innovating Medi-Cal (CalAIM) Act. If requested, Contractor will submit the financial report and any requested supporting documentation by a deadline set by the County. The financial report must be complete, accurate and formatted within the guidelines provided by the Solano County Health and Social Services Department.

5. BILLING EXPECTATIONS

A. Prior to submitting an invoice for services rendered under this Contract, Contractor must determine if there are any available revenues from all possible sources other than the County that can be claimed for reimbursement for treatment of services provided under this Contract and submit claims for funding accordingly. Such revenues shall include, but are not limited to, Short Doyle Medi-Cal, patient fees, patient insurance, Medicare and payments from other third party payers. Contractor shall provide the County with the necessary payer financial information in a form and manner prescribed by the County so that all revenues can be claimed timely. Amounts of claims against other revenue sources which remain unpaid due to untimely, incomplete, or improper information received from the Contractor shall be recouped from the Contractor.

B. Determination of patient eligibility for coverage under Medicare and other reimbursement programs is the responsibility of the Contractor. County does not assume responsibility for such determination.

C. Contractor understands and agrees that the County will bill Short Doyle Medi-Cal for services provided by the Contractor and any subcontractors. The authorized billing codes are listed in Exhibit B-2 as Contract Billing Codes. Rates listed in Exhibit B-2 will only be used for recoupment purposes for disallowed services.

D. Contractor will enter services into Avatar, the County approved computerized billing system. County will provide Contractor access to Solano County's computerized billing system.

E. Contractor will submit adequate supporting documentation as to Medi-Cal services provided no later than sixty (60) days after the last day of the month in which those services were provided.

F. County will reconcile supporting documentation with the services in Avatar. Documentation not accurately reconciled to services entered into Avatar will be returned to the Contractor for corrections to be resubmitted within thirty (30) days.

G. Periodically, Contractor will meet with County to review Medi-Cal reimbursable units and any disallowances. The amount of disallowances identified from the Avatar will be deducted from a following months invoice provided that the disallowance was due to delays in Contractor providing County the necessary information for billing.

EXHIBIT B-1

Reimbursement Rates

BED DAY RATE REIMBURSEMENT:

Occupancy Rate: $ 16.50 bed day per filled bed up to a maximum of $54,252

Supportive Services Rate: $149.68 per day per filled bed up to a maximum of $492,157

Rates are calculated based on 12 filled beds per day. Contractor may only claim for filled beds. No additional reimbursement will be provided to the Contractor for any expenses incurred for additional filled beds beyond 12 except for the direct expenses mentioned below.

Contractor will ensure that actual costs for services claimed to another reimbursement source are not included in the rates below. Contractor also acknowledges that expenses provided to County to determine the Occupancy Reimbursement Rate are allowable under the rules for CalAIM Transitional Rent. If it is later determined that the costs included are unallowable expenses, County may adjust the rates.

Contractor may be reimbursed for client purchases in the categories below. Contractor will be required to provide details and actual copies of receipts for items purchased to be eligible for reimbursement.

Client Supports: actual expenditures up to a maximum of $22,657 for items such as hygiene products, clothing and client meals.

Participant Assistance: actual expenditures up to a maximum of $2,000 for the items listed below:

i. Government-issued IDs and other vital documents
ii. Housing application fees
iii. Credit report fees
iv. Storage Fees
v. Pet deposits and other pet fees
vi. Move-in/household establishment costs when client is moving out of Bridge housing into their own housing, including:
    1. Transportation
    2. Food/pantry stocking
    3. Hygiene products
    4. Moderate furnishings, such as beds, tables/chairs, cleaning supplies, and other basic household items

EXHIBIT B-2
MEDI-CAL BILLING CODES AND RATES
Rates for disallowance purposes only

Caminar BRIDGE
September 29, 2026 – June 30, 2027

LPHA & LPHA Student Trainees Provider

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
TCM (TARGETED CASE MANAGEMENT) WITH CLIENT/CARETIVER 15 mins	T1017	88.22
TCM (COLLATERAL) 15 mins	T1017COL	88.22
INDIVIDUAL REHAB 15 mins	H2017COL	88.22
INDIVIDUAL REHAB (Collateral) 15 mins	H2017COL	88.22
GROUP REHABILITATION 15 mins	H2017G COL	19.60
CRISIS INTERVENTION SERVICE 15 min increments (up to 24 units)	H2011	88.22

Mental Health Specialist

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
TCM (TARGETED CASE MANAGEMENT) WITH CLIENT/CARETIVER 15 mins	T1017	66.37
TCM (TARGETED CASE MANAGEMENT) W/O CLIENT/CAREGIVER 15 mins	NT1017	66.37
TCM (COLLATERAL) 15 mins	T1017COL	66.37
CRISIS INTERVENTION SERVICE 15 min increments (up to 24 units)	H2011	66.37
INDIVIDUAL REHAB 15 mins	H2017COL	66.37
INDIVIDUAL REHAB (Collateral) 15 mins	H2017COL	66.37
GROUP REHABILITATION 15 mins	H2017G COL	14.75

Other Qualified Provider

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
TCM (TARGETED CASE MANAGEMENT) WITH CLIENT/CARETIVER 15 mins	T1017	66.37
TCM (TARGETED CASE MANAGEMENT) W/O CLIENT/CAREGIVER 15 mins	NT1017	66.37

TCM (COLLATERAL) 15 mins	T1017COL	66.37
INDIVIDUAL REHAB 15 mins	H2017COL	66.37
INDIVIDUAL REHAB (Collateral) 15 mins	H2017COL	66.37
GROUP REHABILITATION 15 mins	H2017G COL	14.75
CRISIS INTERVENTION SERVICE 15 min increments (up to 24 units)	H2011	66.37

All Provider Types

Code Description	Codes to select in or upload to County EHR	Provider Service Rate
Sign language or oral interpretive services, 15 minutes	T1013	24.32
No Show - Non-Billable	NOSHOW	-
Client Cancellation - Non-Billable	CLTCAN	-
Provider Cancellation - Non-Billable	PRVCAN	-
Non-Billable	99499	-
MH SERVICE PROVIDED IN LOCKOUT SETTING - Non-Billable	MHSVCLOCK	-

Minimum Time Increments to Qualify as a Unit of Service
All services provided should enter in the amount of time spent. With that in mind, Payment Reform reimbursement occurs on a per unit basis. Providers, County or Contractor, are only reimbursed for the unit(s) of service if the service duration exceeds the midpoint of the unit increment. This includes add on time for all applicable CPT codes.

- **Example:** Since a unit of service for TCM is 15 min, the service must be between 8-15 mins to qualify for 1 unit of service. If a service is 7 minutes or less, reimbursement is not eligible. If that same service lasted 49 mins, the provider would only be reimbursed for three 15 min units of service, or 45 total mins.
- **Example #2:** If using Add On code G2212, this code is only claimable if a minimum of 8 mins over the maximum time for the primary code is reached. So, if claiming Individual Therapy, and the service duration was 72 min, the claim would include 60 mins for the maximum allowed for Individual Therapy, and 12 mins for G2212 (which would equate to one 15 min unit of G2212 since the minimum of 8 mins was reached).
- **Fraud, waste and abuse:** Providers should not inflate service time to claim for an additional unit(s) of service, as that is considered fraud.
- **Inadequate care:** Providers should also not end services prematurely when there is clinical need to avoid not being reimbursed for a unit of service.

Lockout Codes:

- Per Medi-Cal Billing Manual, contractor shall coordinate care so that service codes that create a lockout are not provided on the same day.
- If provided on the same day, services may be subject to not being reimbursed or if already claimed, may be subject to recoupment.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has met all obligations required under this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to meet any outstanding obligation, County will withhold compensation due under this Contract from Contractor's final request for payment until Contractor satisfies such obligation(s). Contractor is responsible for County's receipt of a final request for payment 30 days after expiration or earlier termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than 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, upon full payment of such invoice, no further payments are due or outstanding under the Contract.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have obtained all required approvals and have the proper authority to bind their respective entities to all certifications, terms, and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state

and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

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

D. Additional Insurance Coverage

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

(1) Cyber Liability:	**$1,000,000**	per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.

(2)	Professional Liability:	**$2,000,000**	combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The General Liability and Automobile Liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current AM Best rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

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

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for

damages suffered by Contractor's operations regardless of whether or not any insurance is applicable.

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, and not County, is solely obligated to pay all taxes, deductions and other employer-related obligations with respect to Contractor's employees 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 and County shall not be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

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

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

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment with respect to its employees 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 with respect to any right or benefit or term or condition of employment insofar as such claim may be related to or arise from compensation paid under this Contract.

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 relate to this Contract;

(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, for 3 years from the date of termination, or as required by applicable law or regulation, whichever is later.

D. Submit verification of non-profit status, if a requirement for the award of this Contract.

E. Obtain a bond at Contractor's sole expense in an amount sufficient to cover start-up funds if any were provided to Contractor from County.

F. Provide culturally and linguistically competent and age-appropriate service, to the extent feasible.

13. COMPLIANCE WITH LAW

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

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Anti-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of confidential information including names and other client-identifying information, and mental health records (per Welfare & Institutions Code section 5328) except for statistical information not identifying a particular client receiving services under this Contract and use of confidential information shall be in accordance with Welfare & Institutions Code section 10850 and Division 19 of the California Department of Social Services Confidentiality, Fraud, Civil Rights, and State Hearings Manual of Policies and Procedures.

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

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

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to,

other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor agrees to file a Statement of Economic Interest if specified in the applicable County department's Conflict of Interest policy or if required by Cal. Code Regs., tit. 2 §§ 18219, 18700.3, 18704, or 18734.

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 CERTIFICATION

By signing this Contract, Contractor certifies to the County that Contractor is knowledgeable of Government Code section 8350 et seq., and shall abide by and implement its statutory requirements to provide a drug-free workplace.

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

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager or assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors (i) maintain insurance meeting all the requirements stated in Section 7 above; (ii) are not currently excluded, debarred, or otherwise ineligible to participate in a federally or state funded program; and (iii) satisfy all of Contractor's requirements under this Contract.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

(1) The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

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

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

current appropriation year.

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

(1) Cancel this Contract; or,

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

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding that is not subject to the jurisdiction of a federal court, in law or equity that may be brought in connection with this Contract. The United States District Court for the Eastern District of California shall be the venue for any action or proceeding that is subject to the jurisdiction of a federal court.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

30. BACKGROUND SCREENING

A. If Contractor staff will have access to Personally Identifiable Information (“PII”) and/or Protected Health Information (“PHI”), Contractor agrees to conduct a background screening of Contractor staff prior to granting access.

B. The background screening shall be commensurate with the risk and magnitude of harm the employee could cause. A more thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls. County requires LiveScan, Office of Inspector General List of Excluded Individuals/Entities (“LEIE”) and the General Services Administration (“GSA”) Systems for Award Management (“SAM”) screenings for all contractors and their workforce. In addition, contractors billing for Medi-Cal services must screen against the Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List.

C. Contractor shall retain each of its staff members’ background screening documentation for a period of three years following the conclusion of the employment relationship.

31. 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.

32. CONFLICTS IN THE CONTRACT DOCUMENTS

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

33. FAITH BASED ORGANIZATIONS

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

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

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

34. PRICING

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

35. 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 those 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.

36. DEBARMENT AND SUSPENSION CERTIFICATION

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

B. For purposes of this Contract, federally funded programs include, but are not limited to, any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs").

C. This certification shall be an ongoing certification during the term of this Contract and Contractor must immediately 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 further certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

37. 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.

38. 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.

39. 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 $190,355.

2. HIPAA CONTRACTOR AGREEMENT

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

3. NATIONAL VOTER REGISTRATION

Contractor represents that Contractor is knowledgeable of the National Voter Registration Act (NVRA) of 1993 in matters relating to providing voter registration services to any and all consumers who utilize public assistance and/or disability services in the County of Solano. Contractor and shall abide by its requirements.

EXHIBIT D-1

SOLANO COUNTY
HIPAA CONTRACTOR AGREEMENT

Caminar, Inc.

This Exhibit shall constitute the Business Associate Agreement (the "Agreement") between the County of Solano (the "County") and the Contractor or grant recipient (the "Contractor") and applies to the functions Contractor will perform on behalf of the County (collectively, "Services"), that is identified in Exhibit A, Scope of Work.

A County wishes to disclose certain information to Contractor pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).

B County and its Contractor acknowledge that Contractor is subject to the Privacy and Security Rules (45 CFR parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act), in certain aspects of its operations performed on behalf of the County.

C As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require County to enter into an Agreement containing specific requirements with Contractor prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

I. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR parts 160 and 164.

1. **Breach** means the same as defined under the HITECH Act [42 U.S.C. section 17921].

2. **Contractor** means the same as defined under the Privacy Rule, the Security rule, and the HITECH Act, including, but not limited to, 42 U.S.C. section 17938 and 45 C.F.R. § 160.103.

3. **Breach of the Security of the Information System** means the unauthorized acquisition, including, but not limited to, access to, use, disclosure, modification or destruction, of unencrypted computerized data that materially compromises the security, confidentiality, or integrity of personal information maintained by or on behalf of the County. Good faith acquisition of personal information by an employee or agent of the information holder for the purposes of the information holder is not a breach of the security of the system; provided, that the personal information is not used or subject to further unauthorized disclosure.

4. **Commercial Use** means obtaining protected health information with the intent to sell, transfer or use it for commercial, or personal gain, or malicious harm; sale to third party for consumption, resale, or processing for resale; application or conversion of data to make a profit or obtain a benefit contrary to the intent of this Agreement.

5. **Covered Entity means the same as defined** under the Privacy Rule and the Security rule, including, but not limited to, 45 C.F.R. § 160.103.

6. **Designated Record Set means the same as defined** in 45 C.F.R. § 164.501.

7. **Electronic Protected Health Information (ePHI) means the same as defined** in 45 C.F.R. § 160.103.

8. **Electronic Health Record means the same as defined** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. § 17921.

9. **Encryption** means the process using publicly known algorithms to convert plain text and other data into a form intended to protect the data from being able to be converted back to the original plain text by known technological means.

10. **Health Care Operations means the same as defined** in 45 C.F.R. § 164.501.

11. **Individual means the same as defined** in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

12. **Marketing means the same as defined** under 45 CFR § 164.501 and the act or process of promoting, selling, leasing or licensing any patient information or data for profit without the express written permission of County.

13. **Privacy Officer means the same as defined** in 45 C.F.R. § 164.530(a)(1). The Privacy Officer is the official designated by a County or Contractor to be responsible for compliance with HIPAA/HITECH regulations.

14. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and 164, subparts A and E.

15. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. §§ 160.103 and 164.501].

16. **Required By Law means the same as defined** in 45 CFR § 164.103.

17. **Security Rule** means the HIPAA Regulation that is codified at 45 C.F.R. parts 160 and 164, subparts A and C.

18. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

19. **Security Event** means an immediately reportable subset of security incidents which incident would include:

    a. a suspected penetration of Contractor's information system of which the Contractor becomes aware of but for which it is not able to verify immediately upon becoming aware

of the suspected incident that PHI was not accessed, stolen, used, disclosed, modified, or destroyed;

b. any indication, evidence, or other security documentation that the Contractor's network resources, including, but not limited to, software, network routers, firewalls, database and application servers, intrusion detection systems or other security appliances, may have been damaged, modified, taken over by proxy, or otherwise compromised, for which Contractor cannot refute the indication of the time the Contractor became aware of such indication;

c. a breach of the security of the Contractor's information system(s) by unauthorized acquisition, including, but not limited to, access to or use, disclosure, modification or destruction, of unencrypted computerized data and which incident materially compromises the security, confidentiality, or integrity of the PHI; and or,

d. the unauthorized acquisition, including but not limited to access to or use, disclosure, modification or destruction, of unencrypted PHI or other confidential information of the County by an employee or authorized user of Contractor's system(s) which materially compromises the security, confidentiality, or integrity of PHI or other confidential information of the County.

If data acquired (including but not limited to access to or use, disclosure, modification or destruction of such data) is in encrypted format but the decryption key which would allow the decoding of the data is also taken, the parties shall treat the acquisition as a breach for purposes of determining appropriate response.

20. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160 and 164, subparts A and C.

21. **Unsecured PHI** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. section 17932(h).

II. OBLIGATIONS OF CONTRACTOR

1. Compliance with the Privacy Rule: Contractor agrees to fully comply with the requirements under the Privacy Rule applicable to "Business Associates" as defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this agreement or as required by law.

2. Compliance with the Security Rule: Contractor agrees to fully comply with the requirements under the Security Rule applicable to "Business Associates" as defined in the Security Rule.

3. Compliance with the HITECH Act: Contractor hereby acknowledges and agrees it will comply with the HITECH provisions as proscribed in the HITECH Act.

III. USES AND DISCLOSURES

Contractor shall not use Protected Health Information except for the purpose of performing Contractor's obligations under the Contract and as permitted by the Contract and this Agreement. Further, Contractor

shall not use Protected Health Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by County.

1. Contractor may use Protected Health Information:

    a. For functions, activities, and services for or on the Covered Entities' behalf for purposes specified in the Contract and this Agreement.

    b. As authorized for Contractor's management, administrative or legal responsibilities as a Contractor of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;

    c. As required by law.

    d. To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).

    e. To report violations of law to appropriate Federal and State authorities, consistent with CFR § 164.502(j)(1).

2. Any use of Protected Health Information by Contractor, its agents, or subcontractors, other than those purposes of the Agreement, shall require the express written authorization by the County and a Business Associate Agreement or amendment as necessary.

3. Contractor shall not disclose Protect Health Information to a health plan for payment or health care operations if the patient has requested this restriction and has paid out of pocket in full for the health care item or service to which the Protected Health information relates.

4. Contractor shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by the County to Contractor for services provided pursuant to the Contract.

5. Contractor shall not use or disclose Protected Health Information for prohibited activities including, but not limited to, marketing or fundraising purposes.

6. Contractor agrees to adequately and properly maintain all Protected Health Information received from, or created, on behalf of County.

7. If Contractor discloses Protected Health Information to a third party, Contractor must obtain, prior to making any such disclosure, i) reasonable written assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify Contractor of any breaches of confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach [42 U.S.C. section 17932; 45 C.F.R. §§ 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

IV. MINIMUM NECESSARY

Contractor (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Health necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. section 17935(b); 45 C.F.R. § 164.514(d)(3)]. Contractor understands and agrees that the definition of "minimum

necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

V. APPROPRIATE SAFEGUARDS

1. Contractor shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Health Information otherwise than as permitted by this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Health Information in accordance with 45 C.F.R. §§ 164.308, 164.310, and 164.312. [45 C.F.R. § 164.504(e)(2)(ii)(B); 45 C.F.R. § 164.308(b)]. Contractor shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. § 164.316. [42 U.S.C. section 17931].
2. Contractor agrees to comply with Subpart 45 CFR part 164 with respect to Electronic Protected Health Information (ePHI). Contractor must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with the National Institute of Standards Technology (NIST) Standards and Federal Information Processing Standards (FIPS) as applicable.

3. Contractor agrees that destruction of Protected Health Information on paper, film, or other hard copy media must involve either cross cut shredding or otherwise destroying the Protected Health Information so that it cannot be read or reconstructed.

4. Should any employee or subcontractor of Contractor have direct, authorized access to computer systems of the County that contain Protected Health Information, Contractor shall immediately notify County of any change of such personnel (e.g. employee or subcontractor termination or change in assignment where such access is no longer necessary) in order for County to disable previously authorized access.

VI. AGENT AND SUBCONTRACTOR'S OF CONTRACTOR

1. Contractor shall ensure that any agents and subcontractors to whom it provides Protected Health Information, agree in writing to the same restrictions and conditions that apply to Contractor with respect to such PHI and implement the safeguards required with respect to Electronic PHI [45 C.F.R. § 164.504(e)(2)(ii)(D) and 45 C.F.R. § 164.308(b)].
2. Contractor shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. §§ 164.530(f) and 164.530(e)(I)).

VII. ACCESS TO PROTECTED HEALTH INFORMATION

1. If Contractor receives Protected Health Information from the County in a Designated Record Set, Contractor agrees to provide access to Protected Health Information in a Designated Record Set to the County in order to meet its requirements under 45 C.F.R. § 164.524.
2. Contractor shall make Protected Health Information maintained by Contractor or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within five (5) days of a request by County to enable County to fulfill its obligations under state law, [Health and Safety Code section 123110] the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524 [45 C.F.R. § 164.504(e)(2)(ii)(E)]. If Contractor maintains an Electronic Health Record, Contractor shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. section 17935(e).
3. If Contractor receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Contractor, Contractor will provide the requested copies to the individual in a timely manner. If Contractor receives a request for Protected Health Information not in its possession and in the possession of the County, or

receives a request to exercise other individual rights as set forth in the Privacy Rule, Contractor shall promptly forward the request to the County. Contractor shall then assist County as necessary in responding to the request in a timely manner. If a Contractor provides copies of Protected Health Information to the individual, it may charge a reasonable fee for the copies as the regulations shall permit.

4. Contractor shall provide copies of HIPAA Privacy and Security Training records and HIPAA policies and procedures within five (5) calendar days upon request from the County.

VIII. AMENDMENTOF PROTECTED HEALTH INFORMATION

Upon receipt of notice from County, Contractor shall promptly amend or permit the County access to amend any portion of Protected Health Information in the designated record set which Contractor created for or received from the County so that the County may meet its amendment obligations under 45 CFR § 164.526. If any individual requests an amendment of Protected Information directly from Contractor or its agents or subcontractors, Contractor must notify the County in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Contractor or its agents or subcontractors shall be the responsibility of the County [45 C.F.R. § 164.504(e)(2)(ii)(F)].

IX. ACCOUNTING OF DISCLOSURES

1. At the request of the County, and in the time and manner designed by the County, Contractor and its agents or subcontractors shall make available to the County, the information required to provide an accounting of disclosures to enable the County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and the HITECH Act, including but not limited to 42 U.S.C. § 17935. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by the Contractor and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Contractor maintains an electronic health record and is subject to this requirement.
2. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
3. In the event that the request for an accounting is delivered directly to Contractor or its agents or subcontractors, Contractor shall forward within five (5) calendar days a written copy of the request to the County. It shall be the County's responsibility to prepare and deliver any such accounting requested. Contractor shall not disclose any Protected Information except as set forth in this Agreement [45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this paragraph shall survive the termination of this Agreement.

X. GOVERNMENTAL ACCESS TO RECORDS

Contractor shall make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the Secretary of the U.S. Department of Health and Human for purposes of determining Contractor's compliance with the Privacy rule [45 C.F.R. § 164.504(e)(2)(ii)(H)]. Contractor shall provide to the County a copy of any Protected Health Information that Contractor provides to the Secretary concurrently with providing such Protected Information to the Secretary.

XI. CERTIFICATION

To the extent that the County determines that such examination is necessary to comply with the Contractor's legal obligations pursuant to HIPAA relating to certification of its security practices, County, or its authorized agents or contractors may, at the County's expense, examine Contractor's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to County the extent to which Contractor's security safeguards comply with HIPAA Regulations, the HITECH Act, or this Agreement.

XII. BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

1. In the case of a breach of unsecured Protected Health Information, Contractor shall comply with the applicable provisions of 42 U.S.C. § 17932 and 45 C.F.R. part 164, subpart D, including but not limited to 45 C.F.R. § 164.410.

2. Contractor agrees to notify County of any access, use or disclosure of Protected Health Information not permitted or provided for by this Agreement of which it becomes aware, including any breach as required in 45 45 C.F.R. § 164.410. or security incident immediately upon discovery by telephone at 707-784-3198 and hss-compliance@solanocounty.gov or through the online reporting portal at https://solanocounty.cqs.symplr.com/Portal and will include, to the extent possible, the identification of each Individual whose unsecured Protect Health Information has been, or is reasonably believed by the Contractor to have been accessed, acquired, used, or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of the occurrence, and a description of any remedial action taken or proposed to be taken by Contractor. Contractor will also provide to County any other available information that the County requests.

3. A breach or unauthorized access, use or disclosure shall be treated as discovered by the Contractor on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Contractor or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Contractor.

4. Contractor shall mitigate, to the extent practicable, any harmful effect that results from a breach, security incident, or unauthorized access, use or disclosure of unsecured Protected Health Information by Contractor or its employees, officers, subcontractors, agents or representatives.

5. Following a breach, security incident, or any unauthorized access, use or disclosure of unsecured Protected Health Information, Contractor agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make all documentation available to the County.

6. Except as provided by law, Contractor agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the County's prior written consent. County hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice. When applicable law requires the breach to be reported to a federal or state agency or that notice be given to media outlets, Contractor shall cooperate with and coordinate with County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.

7. Contractor acknowledges that it is required to comply with the referenced rules and regulations and that Contractor (including its subcontractors) may be held liable and subject to penalties for failure to comply.

8. In meeting its obligations under this Agreement, it is understood that Contractor is not acting as the County's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Contractor is at all times acting an independent contractor in providing services pursuant to this Agreement and Exhibit A, Scope of Work.

XIII. TERMINATION OF AGREEMENT

1. Upon termination of this Agreement for any reason, Contractor shall return or destroy, at County's sole discretion, all other Protected Health Information received from the County, or created or received by Contractor on behalf of the County.

2. Contractor will retain no copies of Protected Health Information in possession of subcontractors or agents of Contractor.

3. Contractor shall provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the Protected Health Information is not feasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further use and disclosures of such Protected Health Information for so long as the Contractor or any of its agents or subcontractor maintains such information.

4. Contractor agrees to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of Protected Health Information.

5. Contractor agrees to retain records, minus any Protected Health Information required to be returned by the above section, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

XIV. QUALIFIED SERVICE ORGANIZATION

To the extent that Contractor is also considered a Qualified Service Organization ("QSO"), with access to protected substance abuse treatment information, this Agreement shall be considered a Qualified Services Organization Agreement as required by 42 C.F.R. Part 2, and Contractor agrees to the following:

1. In receiving, storing, processing or otherwise dealing with any protected substance abuse information from County, Contractor is fully bound by the provisions of the federal regulations governing confidentiality of alcohol and drug abuse patient records, 42. C.F.R. Part 2.

2. If necessary, Contractor will resist in judicial proceedings any efforts to obtain access to protected substance abuse information, including patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment, except and unless access is expressly permitted under 42 C.F.R. Part 2. (See 42 C.F.R. § 2.12(c)(4).)

CERTIFICATION

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

Mark Cloutier DIGITALLY SIGNED 09/11/2026 01:59 PM PDT

Contractor or Grant Recipient Signature	Date
Mark Cloutier	
Official's Name (type or print)	
Chief Executive Officer	94-1639389
Title	Federal Tax ID Number