



**County of Solano
Standard Contract**

For County Use Only
CONTRACT NUMBER:
03822-19
Dept., Division, F.Y., #)
H&SS, PH
BUDGET ACCOUNT:
7770
SUBJECT ACCOUNT:
3153

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

Bay Area Community Services

CONTRACTOR'S NAME

2. The Term of this Contract is:

7/1/2018 to 6/30/2021

3. The maximum amount of this Contract is:

\$ 2,943,000

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





Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on July 31, 2018.

CONTRACTOR	COUNTY OF SOLANO
Bay Area Community Services	
CONTRACTOR'S NAME	<u>Birgitta Corsello</u>  08/23/2018 07:07 PM EDT
<u>Jamie Almanza</u>  07/31/2018 05:34 PM EDT	Birgitta E. Corsello DATED
SIGNATURE	County Administrator
Jamie Almanza, Executive Director	TITLE
PRINTED NAME AND TITLE	275 Beck Ave.
	ADDRESS
236 Georgia Street, Suite 101	Fairfield CA 94533
ADDRESS	CITY STATE ZIP CODE
Vallejo, CA 94590	
CITY STATE ZIP CODE	Approved as to Content:
	<u>Gerald Huber</u> 
	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	<u>Dennis Bunting</u> 
	COUNTY COUNSEL.

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

Rev. 1/09/08

SCOPE OF WORK/LOGIC MODEL – YEAR 1 – FY2018/19			
Service Category	Activity	SERVICE COUNTS/TIME	OUTCOME
<i>Transition from Current WPC Provider to Bay Area Community Services WPC</i>	<p>BACS will meet with County leadership and outgoing provider to complete transition and to ensure continuity of care for current participants.</p> <p>BACS will create detailed workplan and timeline with County regarding transition of Whole Person Care (WPC) clients and partner agencies from current provider to BACS. Included in this plan is description of data from current provider and/or County to BACS.</p> <p>BACS will create communications plan for clients and partner agencies regarding transition of WPC to BACS.</p> <p>BACS will manage client confidentiality/privacy during transition and during operation of WPC project, including completing Release of Information documents with clients.</p> <p>Utilize user based restrictions in Efforts to Outcome (ETO) system and manage user-roles for partner agencies.</p>	3-6 meetings with current provider	<p>100% of current clients will have continuity of care.</p> <p>All current clients will have basic information entered in ETO case management electronic system within two days of enrollment.</p> <p>Current meeting structures will be handed off seamlessly.</p> <p>All current WPC partners will be contacted for relationship building and development of Memorandums of Understanding (MOU), Data Use Agreements, and/or Business Associate Agreements for the WPC project.</p> <p>Develop blank intake packet for County and partners to review, including release of information and privacy disclosures.</p>

SCOPE OF WORK/LOGIC MODEL – YEAR 1 – FY2018/19			
Service Category	Activity	SERVICE COUNTS/TIME	OUTCOME
<i>Outreach/ Engagement</i>	<p>The current 100 clients will be contacted /engaged utilizing assertive engagement by the Peer Outreach Specialist. Outreach will continue until the client enrolls or for at least 3 months.</p> <p>Outreach and engagement (O/E) is structured to find homeless individuals who were not enrolled in services, to outreach to them creatively, and to engage them with services that would benefit this hard-to-reach population. The methodology designed for O/E includes the utilization of consumer staff, called “peer outreach specialists,” to take to the streets and talk with people who are homeless. The peer counseling staff has a tool kit of items that homeless individuals said are commonly needed. These supplies are leveraged as informal conversation and casual chats occur. The toolkit includes items such as bus tickets, condoms, toiletries, food, bottled water, pet food, and gift cards for places such as Safeway supermarkets. Frequency of contact can be up to weekly, and no less than monthly until the client consents to services. BACS will outreach to and engage partner agencies, including community health centers, local hospitals, Sheriff’s Office, Partnership HealthPlan of California, Solano Coalition for Better Health, Solano County Behavioral Health, Solano County Medical Services (Family Health Services) and others.</p> <p>Develop detailed plan about outreaching and enrolling clients including strategies for enrollment.</p> <p>Document and record outreach efforts for reporting to California Department of Health Care Services in ETO system, e.g. demographics.</p>	<p>100 clients</p> <p><u>At least 4 hours per</u> client of outreach.</p>	<p>100% of current clients will be motivated to enroll in BACS WPC Program with a ‘warm hand off’ between providers within 30 days after enrollment. 50 clients by 8/31/18 and remaining clients by 9/30/18.</p> <p>90% of partner agencies will have a Memorandum of Understanding, Data Use Agreements, and/or Business Associate Agreement in place by 9/30/18. The remaining partners will have agreements in place by 12/31/18.</p> <p>Communications plan for clients and partner agencies.</p>

SCOPE OF WORK/LOGIC MODEL – YEAR 1 – FY2018/19			
Service Category	Activity	SERVICE COUNTS/TIME	OUTCOME
<i>Enrollment</i>	<p>The current 100 clients will be enrolled by the Care Coordinator with the Peer Outreach Specialist included in enrollment.</p> <p>The Patient Health Questionnaire-9 (PHQ-9) and Screening, Brief Intervention, Referral and Treatment (SBIRT) will be presented to clients to assess risk for depression and Substance Use. Clinicians will also employ the NQF-0104 Suicide Risk Assessment. Each client will have an assessment completed or updated.</p>	<p>100 clients</p> <p>1.5 hours per enrollment.</p>	<p>95% of current clients will enroll in program with enrollment meeting happening within 3 days of client agreement. 100% of intake packets and screenings will be completed and assessments reviewed or completed and entered into ETO system.</p>

SCOPE OF WORK/LOGIC MODEL – YEAR 1 – FY2018/19			
Service Category	Activity	SERVICE COUNTS/TIME	OUTCOME
<i>Care Planning and Linkages</i>	<p>The current 100 clients will have their current Care Plan reviewed by the Care Coordinator.</p> <p>Any client without a current care plan or a plan that needs to be updated will have a care plan completed within 30 days of enrollment date.</p> <p>The PHQ-9, SBIRT, and if needed a NQF-0104 Suicide Risk Assessment will be administered within 15 days of intake to identify depression and risk as well as substance use needs and subsequent assessments will be conducted per outcome of first assessments (and per terms with California Department of Health Care Services).</p> <p>Clients with PHQ-9 score results >9 will be identified and referred to Solano County Mental Health Services (or Beacon).</p> <p>Work collaboratively with Solano County Behavioral Health to identify clients already enrolled in County services for mental health and behavioral health and coordinate care.</p> <p>Clients will be screened for health care needs and benefits eligibility; primary care provider linkage; and chronic disease conditions identified and plan developed.</p> <p>Provide care plan template to County and partner agencies to review at Planning and Operations meeting in September 2018.</p>	<p>100 clients</p> <p>3 hours</p> <p>Data from PHQ-9, SBIRT, Suicide Risk Assessment and other assessments/screens will be entered into ETO within 2 days of completed assessment.</p> <p>Multidisciplinary goals are included in care plans and accessible to view in ETO.</p>	<p>100% of current clients will have a current and meaningful care plan that is personally reviewed the client within 14 days of enrollment.</p> <p>100% of clients with a depressive disorder are identified and have a completed Suicide Risk Assessment within 1 week of applicable situation, or enrollment (if diagnosed prior to enrollment).</p> <p>100% of enrolled clients will be enrolled to Medi-Cal coverage, linked to primary care provider, and have plan developed to address chronic diseases (as part of the care plan).</p> <p>90% of enrolled clients will retain Medi-Cal coverage.</p> <p>100% of clients will have a PHQ-9 within 14 days of intake, at 1-year anniversary, and at discharge.</p> <p>100% of clients will have a completed SBIRT within 14 days of enrollment.</p> <p>15 or 20% of clients with substance use disorder will receive services.</p> <p>20 Individuals or 45% eligible received follow-up Mental Health services after Mental Health inpatient.</p>

SCOPE OF WORK/LOGIC MODEL – YEAR 1 – FY2018/19			
Service Category	Activity	SERVICE COUNTS/TIME	OUTCOME
<i>Care Coordination</i>	<p>Weekly Care Coordination Team Meetings will be held where every clients' Phase of Critical Time Intervention (CTI) and use of emergency services is reviewed. Discuss which agencies are providing services and coordinate services among agencies.</p> <p>Create email contact list of partner agencies for meetings, as well as standing meeting and process for care coordination.</p> <p>Outreach and education to partner agencies about meetings around care coordination.</p> <p>Create process by which to identify client cases to review with partner agencies.</p>	<p>100 clients</p> <p>1 weekly meeting</p> <p>3 hours</p> <p>Hold first care coordination meeting in August with current vendor.</p> <p>Hold care coordination meetings starting in September through term of contract.</p>	<p>100% of clients are run through the weekly list and an active disposition is entered in to the notes. 100% of team members are dispatched to take action on each client for that week.</p> <p>Create policies and procedures about data sharing and working processes among agency and partner agencies.</p> <p>90% of clients will have care plan conferences completed and documented within 30 days of enrollment.</p> <p>90% of clients still in program after one year will have care plan conferences within 7 days of anniversary date.</p>

SCOPE OF WORK/LOGIC MODEL – YEAR 1 – FY2018/19			
Service Category	Activity	SERVICE COUNTS/TIME	OUTCOME
<i>Specialty Case Management</i>	<p>The current 100 clients will have their care plan reviewed for immediate case management needs.</p> <p>Benefits, Individual Placement and Support—Supported Employment (IPS), Housing, chronic disease management, and behavioral health services will be delivered to clients based on service necessity and care plan.</p> <p>Clinical case managers will work with clients using the SSI/SSDI Outreach, Access, and Recovery (SOAR) model to support benefits application process.</p> <p>All referrals to external care will be completed in an effective and efficient manner.</p> <p>Develop housing care plan for all WPC clients placed in housing.</p>	<p>100 clients</p> <p>Based on Phase of CTI, each client will receive 2-5 hours of service per week.</p> <p>80% of referrals will result in an initial appointment with provider.</p>	<p>90% of clients will have benefits current and activated.</p> <p>Based on IPS model, 20 clients will be enrolled in Supported Employment.</p> <p>100% of referrals will be reviewed for enrollment in service and connection.</p> <p>At least 10 clients per quarter will receive housing and housing assistance.</p> <p>80% of clients will achieve housing stability.</p>
<i>Conclusion of Services</i>	<p>The current 100 clients will have as part of their assessment, a discharge plan and goal, including duration, upon case transfer.</p> <p>Complete necessary data upon discharge from program to report to California Department of Health Care Services.</p> <p>Check in with client after discharge at three and six months after discharge to see if they are need of services.</p>	<p>100 clients</p>	<p>Up to 10% of clients may be stabilized and ready for discharge.</p>

SCOPE OF WORK/LOGIC MODEL – YEAR 1 – FY2018/19			
Service Category	Activity	SERVICE COUNTS/TIME	OUTCOME
<i>Collaboration System Goal</i>	System level collaborators will have deep and meaningful relationships. Data sharing will happen seamlessly for real time understanding of utilization.	Monthly System Meetings	95% attendance at all system collaboration meetings.
<i>System Level Committee Meetings/Infrastructure</i>	Steering Committee will be facilitated with functional dashboard and review of what’s working, what needs improvement, success stories, and challenges.	Every other month meetings	All stakeholders will be engaged and working towards system level outcomes.
	Planning & Operations Meeting will be facilitated with functional agenda for creation/review of operating policies and procedures, planning, and operational execution of program.	Monthly	Program will be functional and meeting outcomes.
	Quality Improvement and Information Technology, IT, and other meetings will be effective and will ensure State-level requirements are adhered to.	Monthly/Quarterly	Infrastructure will be implemented and continuously improved.

SCOPE OF WORK/LOGIC MODEL – YEAR 1 – FY2018/19			
Service Category	Activity	SERVICE COUNTS/TIME	OUTCOME
<i>Reporting requirements to County partners, and State</i>	<p>BACS will respond to additional data from County and/or California Department of Health Care Services requests on a monthly, quarterly, and semi-annually basis as needed to meet State reporting requirements.</p> <p>BACS will provide narrative success stories biannually per County and California Department of Health Care Services instructions.</p> <p>With the County, identify the metric measures and benchmarks to report to the County and to California Department of Health Care Services, including:</p> <p>Daily, enter client data into ETO System (case management electronic system for WPC).</p> <p>Develop tool or report monthly data to partner agencies about number of clients, number of referrals, linkage to services, and etc.</p> <p>Participate in Continuous Quality Improvement and complete Plan, Do, Study, Act Cycles per the state contract and oversee the quality improvement committee if needed.</p> <p>Client emergency room visits, hospitalizations, and mental health hospitalizations will be tracked and entered into ETO.</p> <p>BACS will ensure that all clients receive appropriate visits with mental health practitioners within 7 days of discharge from mental health hospitalizations and subsequent additional provider visits within 30 days.</p>	<p>All data requests will be fulfilled within two weeks of request.</p> <p>One client story due by December 31, 2018 and second story due by June 30, 2019.</p> <p>Hospitalizations and Mental Health Hospitalizations will be entered into ETO within 2 business days of admission and subsequent follow up appointments entered within 2 days.</p>	<p>Complete Plan, Do, Study, Act analysis of BACS WPC project, including transition of project from one contractor to another.</p> <p>Provide qualitative view of WPC client experiences to share with partners and community.</p> <p>200 fewer hospitalization days or 50% of enrolled clients will have fewer hospitalizations.</p> <p>At least 50% of clients will have fewer hospital inpatient days.</p> <p>75% of eligible clients will have received follow-up services after a mental health hospitalization.</p> <p>58 fewer emergency room (ED) visits or 50% enrolled clients had at least 1 fewer ED visit annually.</p>

SCOPE OF WORK/LOGIC MODEL – YEAR 1 – FY2018/19			
Service Category	Activity	SERVICE COUNTS/TIME	OUTCOME
<i>Sustainability Plan</i>	Develop sustainability plan for Solano County Whole Person Care project with County and partner agencies. Participate in Evaluation report development and publication with County.	Develop plan and activities.	County and partner agencies will be engaged and invested in project.
<i>Training and education</i>	BACS shall provide privacy/security training to staff early at onset of project and annually thereafter (i.e. HIPAA, HITECH, 42 CFR, and etc).		Staff attest to receiving the training on some type of form or attestation that will be managed and tracked.

SCOPE OF WORK/LOGIC MODEL – YEAR 2 – FY2019/20			
Service	Activity	SERVICE COUNTS/TIME	OUTCOME
<i>Outreach/ Engagement</i>	<p>All clients enrolled in the program that become disengaged will be assertively outreached to/reengaged.</p> <p>Another group of 300 at risk potential clients on list provided by Partnership HealthPlan of California will be outreached to, and at least 68 new clients will be enrolled, maintaining at least 100 clients per member per month benchmark per California Department of Health Care Services.</p> <p>Enroll disengaged clients into WPC project.</p>	<p>At least 68 new clients from PHC list will be enrolled.</p> <p>Up to 300 potential clients will be outreached to from PHC list.</p>	<p>Outreach and enroll at least 68 new clients.</p>
<i>Enrollment</i>	<p>At least 68 clients will be enrolled.</p> <p>The Patient Health Questionnaire-9 (PHQ-9) and Screening, Brief Intervention, Referral and Treatment (SBIRT) will be presented to clients to assess risk for depression and Substance Use. Clinicians will also employ the NQF-0104 Suicide Risk Assessment. Each client will have an assessment completed or updated.</p>	<p>At least 68 new clients from PHC list will be enrolled.</p> <p>100 clients will be enrolled on average monthly.</p> <p>1.5 hours per enrollment.</p>	<p>100% of clients will enroll in program with enrollment meeting happening within 3 days of client agreement.</p> <p>100% of intake packets and screenings will be completed and assessments reviewed or completed.</p> <p>At least 68 new clients enrolled into WPC project.</p> <p>At least 100 clients maintained monthly on WPC enrollment list.</p>

SCOPE OF WORK/LOGIC MODEL – YEAR 2 – FY2019/20			
Service	Activity	SERVICE COUNTS/TIME	OUTCOME
<i>Care Planning and Linkages</i>	<p>The current 100 clients will have their current Care Plan reviewed by the Care Coordinator at the six months of treatment.</p> <p>The PHQ-9, SBIRT, and if needed a NQF-0104 Suicide Risk Assessment will be administered within 15 days of intake to identify depression and risk as well as Substance Use needs and subsequent assessments will be conducted per outcome of first assessments (and per terms with California Department of Health Care Services).</p> <p>Clients with PHQ-9 score results >9 will be identified and referred to Solano County Mental Health Services (or Beacon).</p> <p>Work collaboratively with Solano County Behavioral Health to identify clients already enrolled in County services for mental health and behavioral health and coordinate care.</p> <p>Clients will be screened for health care needs and benefits eligibility; primary care provider linkage; and chronic disease conditions identified and plan developed.</p>	<p>100 clients</p> <p>3 hours</p> <p>Data from PHQ-9, SBIRT, Suicide Risk Assessment and other assessments/screens will be entered into ETO within 2 days of completed assessment.</p> <p>Multidisciplinary goals are included in care plans and accessible to view in ETO.</p>	<p>100% of current clients will have a current and meaningful care plan that is personally reviewed with the client within 14 days of enrollment.</p> <p>100% of clients with a depressive disorder are identified and have a completed Suicide Risk Assessment within 1 week of applicable situation, or enrollment (if diagnosed prior to enrollment).</p> <p>100% of enrolled clients will be enrolled to Medi-Cal coverage, linked to primary care provider, and have plan developed to address chronic diseases (as part of the care plan).</p> <p>90% of enrolled clients will retain Medi-Cal coverage.</p> <p>100% of clients will have a PHQ-9 within 14 days of intake, at 1-year anniversary, and at discharge.</p> <p>100% of clients will have a completed SBIRT within 14 days of enrollment.</p> <p>25 or 20% eligible clients substance use disorders receive services (YR2).</p> <p>30 or 50% eligible clients receive mental health follow-up services after mental health inpatient services (YR2).</p>

SCOPE OF WORK/LOGIC MODEL – YEAR 2 – FY2019/20			
Service	Activity	SERVICE COUNTS/TIME	OUTCOME
<i>Care Coordination</i>	Weekly Care Coordination Team Meetings will be held where every client's Phase of CTI and use of emergency services is reviewed.	100 clients 1 weekly meeting 3 hours	100% of clients are run through the weekly list and an active disposition is entered in to the notes. 100% of team members are dispatched to take action on each client for that week. 90% of clients will have care plan conferences completed and documented within 30 days of enrollment. 90% of clients still in program after one year will have care plan conferences within 7 days of anniversary.

SCOPE OF WORK/LOGIC MODEL – YEAR 2 – FY2019/20			
Service	Activity	SERVICE COUNTS/TIME	OUTCOME
<i>Specialty Case Management</i>	<p>The current 100 clients will have housing stability, benefits stability, and experience a significant reduction in use of emergency services.</p> <p>The current 100 clients will move from Phase 1 to Phase 2 or 3 of CTI. For clients in Phase 3, discharge planning and final linkages will be coordinated.</p> <p>Clients who need ongoing psychiatric care will be enrolled in a Integrated Care Clinic (ICC).</p> <p>For newly enrolled clients, at least 30 will complete Phase 1.</p> <p>All referrals to external care will be completed in an effective and efficient manner.</p>	<p>100 clients</p> <p>Based on Phase of CTI, each client will receive 2-5 hours of services per week.</p> <p>80% of referrals will result in an initial appointment with provider.</p>	<p>90% of clients will develop one or more natural and healthy community support aimed at preparing for discharge.</p> <p>80% of clients will achieve housing stability.</p> <p>Based on IPS model, 20 clients will have competitive employment in Supported Employment.</p> <p>80% of clients who need ICC level care will complete their intake process with the ICC for warm hand off.</p> <p>100% of referrals will be reviewed for enrollment in service and connection.</p> <p>Report number of clients referred to and linked to housing.</p>
<i>Conclusion of Services</i>	Clients completing Phase 3 of CTI will graduate from the program with no inappropriate use of emergency services.	20 clients	100% of clients graduating will have successfully transitioned to the community and not use emergency services.
<i>Collaboration System Goal</i>	System level collaborators will have deep and meaningful relationships. Data sharing will happen seamlessly for real time understanding of utilization.	Monthly System Meetings	95% attendance at all system collaboration meetings.

SCOPE OF WORK/LOGIC MODEL – YEAR 2 – FY2019/20			
Service	Activity	SERVICE COUNTS/TIME	OUTCOME
<i>System Level Committee Meetings/Infrastructure</i>	Steering Committee will be facilitated with functional dashboard and review of what’s working, what needs improvement, success stories, and challenges.	Every other month meetings	All stakeholders will be engaged and working towards system level outcomes.
	Planning/Ops Meeting will be facilitated with functional agenda for creation/review of operating policies and procedures, planning, and operational execution of program.	Monthly	Program will be functional and meeting outcomes.
	QI, IT, and other meetings will be effective and will ensure State-level requirements are adhered to.	Monthly/Quarterly	Infrastructure will be implemented and continuously improved.

SCOPE OF WORK/LOGIC MODEL – YEAR 2 – FY2019/20			
Service	Activity	SERVICE COUNTS/TIME	OUTCOME
<i>Reporting requirements to County partners, and State</i>	<p>BACS will respond to additional data from County and/or California Department of Health Care Services requests on a monthly, quarterly, and semi-annually basis as needed to meet State reporting requirements.</p> <p>BACS will provide narrative success stories biannually per County and California Department of Health Care Services instructions.</p> <p>With the County identify the metric measures and benchmarks to report to the County and to California Department of Health Care Services, including:</p> <p>Daily, enter client data into ETO System (case management electronic system for WPC).</p> <p>Develop tool or report monthly data to partner agencies about number of clients, number of referrals, linkage to services, and etc.</p> <p>Participate in Continuous Quality Improvement and complete Plan, Do, Study, Act Cycles per the state contract and oversee the quality improvement committee if needed.</p> <p>Client emergency room visits and hospital admissions will be tracked and entered into ETO.</p>	<p>All data requests will be fulfilled within two weeks of request.</p> <p>One client story due by December 31, 2019 and second story due by June 30, 2020.</p>	<p>Complete Plan, Do, Study, Act analysis of BACS WPC project, including transition of project from one contractor to another.</p> <p>Provide qualitative view of WPC client experiences to share with partners and community.</p> <p>92 fewer emergency room visits among enrolled clients or at least 50% of enrolled clients will have at least 1 fewer visit annually.</p> <p>300 fewer hospital days among enrolled clients, or at least 50% of clients will fewer inpatient days.</p> <p>25 or 20% of eligible clients are enrolled and participate in Alcohol and Other Drugs treatment.</p>
<i>Training and education</i>	<p>Contractor will provide privacy/security training to staff annually (i.e. HIPAA, HITECH, 42 CFR, and etc).</p>		<p>Staff attest to receiving the training on some type of form or attestation that will be managed and tracked.</p>

SCOPE OF WORK/LOGIC MODEL – YEAR 3 – FY2020/21			
Service	Activity	SERVICE COUNTS/TIME	OUTCOME
<i>Outreach/ Engagement</i>	All clients enrolled in the program that become disengaged will be assertively outreached to/reengaged.	Approximately 20 clients will be re-engaged who were disengaged. 100 new/unique clients will be outreached to.	100% of clients who were disengaged will become reengaged. 20% of new group of clients will be ready to enroll through engagement process (determined by how many open slots there are).
<i>Enrollment</i>	At least 68 clients will be enrolled. The Patient Health Questionnaire-9 (PHQ-9) and Screening, Brief Intervention, Referral and Treatment (SBIRT) will be presented to clients to assess risk for depression and Substance Use. Clinicians will also employ the NQF-0104 Suicide Risk Assessment. Each client will have an assessment completed or updated.	At least 68 new clients from PHC list will be enrolled. 100 clients will be enrolled on average monthly. 1.5 hours per enrollment.	100% of clients will enroll in program with enrollment meeting happening within 3 days of client agreement. 100% of intake packets and screenings will be completed and assessments reviewed or completed. At least 68 new clients enrolled into WPC project. At least 100 clients maintained monthly on WPC enrollment list.

SCOPE OF WORK/LOGIC MODEL – YEAR 3 – FY2020/21			
Service	Activity	SERVICE COUNTS/TIME	OUTCOME
<i>Care Planning and Linkages</i>	<p>The current 100 clients will have their current Care Plan reviewed by the Care Coordinator at the six months of treatment.</p> <p>The PHQ-9, SBIRT, and if needed a NQF-0104 Suicide Risk Assessment will be administered within 15 days of intake to identify depression and risk as well as substance use needs and subsequent assessments will be conducted per outcome of first assessments (and per terms with California Department of Health Care Services).</p> <p>Clients with PHQ-9 score results >9 will be identified and referred to Solano County Mental Health Services (or Beacon).</p> <p>Work collaboratively with Solano County Behavioral Health to identify clients already enrolled in County services for mental health and behavioral health and coordinate care.</p> <p>Clients will be screened for health care needs and benefits eligibility; primary care provider linkage; and chronic disease conditions identified and plan developed.</p>	<p>100 clients 3 hours</p> <p>Data from PHQ-9, SBIRT, Suicide Risk Assessment and other assessments/screens will be entered into ETO within 2 days of completed assessment.</p> <p>Multidisciplinary goals are included in care plans and accessible to view in ETO.</p>	<p>100% of current clients will have a current and meaningful care plan that is personally reviewed at the six month to note progress.</p> <p>100% of clients with a depressive disorder are identified and have a completed Suicide Risk Assessment within 1 week of applicable situation, or enrollment (if diagnosed prior to enrollment).</p> <p>100% of enrolled clients will be enrolled to Medi-Cal coverage, linked to primary care provider, and have plan developed to address chronic diseases (as part of the care plan).</p> <p>90% of enrolled clients will retain Medi-Cal coverage.</p> <p>100% of clients will have a PHQ-9 within 14 days of intake, at 1-year anniversary, and at discharge.</p> <p>100% of clients will have a completed SBIRT within 14 days of enrollment.</p> <p>90% of enrollees will have care plan conferences completed and documented within 30 days of enrollment.</p> <p>90% of enrollees still in program after one year will have care plan conferences within 7 days of anniversary date.</p> <p>40 individuals or 50% eligible clients received follow-up mental health services after inpatient mental health stay.</p> <p>35 or 20% of clients needing substance use services receive services.</p>

SCOPE OF WORK/LOGIC MODEL – YEAR 3 – FY2020/21			
Service	Activity	SERVICE COUNTS/TIME	OUTCOME
<i>Care Coordination</i>	Weekly Care Coordination Team Meetings will be held where every client's Phase of CTI and use of emergency services is reviewed.	100 clients 1 weekly meeting 3 hours	100% of clients are run through the weekly list and an active disposition is entered in to the notes. 100% of team members are dispatched to take action on each client for that week. 90% of clients will have care plan conferences completed and documented within 30 days of enrollment. 90% of clients still in program after one year will have care plan conferences within 7 days of anniversary date.

SCOPE OF WORK/LOGIC MODEL – YEAR 3 – FY2020/21			
Service	Activity	SERVICE COUNTS/TIME	OUTCOME
<i>Specialty Case Management</i>	<p>The current 100 clients will have housing stability, benefits stability, and experience a significant reduction in use of emergency services.</p> <p>Based on CTI, the current 100 clients will progress from Phase 1 to Phase 2 or 3. For clients in Phase 3, discharge planning and final linkages will be coordinated.</p> <p>Clients who need ongoing psychiatric care and/or mental health services, will be enrolled in a county ICC.</p> <p>All referrals to external care will be completed in an effective and efficient manner.</p>	<p>100 clients</p> <p>Based on Phase of CTI, each client will receive 2-5 hours of service per week.</p> <p>80% of referrals will result in an initial appointment with provider.</p>	<p>90% of clients will develop one or more natural and healthy community support aimed at preparing for discharge.</p> <p>80% of clients will achieve housing stability.</p> <p>Based on IPS model, 10 clients will have competitive employment in Supported Employment.</p> <p>80% of clients who need ICC level care will complete their intake process with the ICC for warm hand off.</p> <p>100% of referrals will be reviewed for enrollment in service and connection.</p> <p>At least 10 clients per quarter will receive housing and housing assistance.</p> <p>Report number of clients referred to supportive housing and number linked to housing (enrolled).</p>

SCOPE OF WORK/LOGIC MODEL – YEAR 3 – FY2020/21			
Service	Activity	SERVICE COUNTS/TIME	OUTCOME
<i>Conclusion of Services</i>	<p>Clients completing Phase 3 of CTI will graduate from the program with no inappropriate use of emergency services.</p> <p>Complete necessary data upon discharge from program to report to California Department of Health Care Services.</p> <p>Check in with client after discharge at three and six months after discharge to see if they are need of services.</p>	60 clients	100% of clients graduating will have successfully transitioned to the community and not use emergency services.
<i>Collaboration System Goal</i>	<p>System level collaborators will have deep and meaningful relationships. Data sharing will happen seamlessly for real time understanding of utilization.</p> <p>Survey will be collected on system performance and partnership development.</p>	Monthly System Meetings	<p>95% attendance at all system collaboration meetings.</p> <p>90% survey return rate.</p> <p>80% satisfaction on survey results.</p>

SCOPE OF WORK/LOGIC MODEL – YEAR 3 – FY2020/21			
Service	Activity	SERVICE COUNTS/TIME	OUTCOME
<i>System Level Committee Meetings/Infrastructure</i>	Steering Committee will be facilitated with functional dashboard and review of what’s working, what needs improvement, success stories, and challenges.	Every other month meetings	All stakeholders will be engaged and working towards system level outcomes.
	Planning/Ops Meeting will be facilitated with functional agenda for creation/review of operating policies and procedures, planning, and operational execution of program.	Monthly	Program will be functional and meeting outcomes.
	QI, IT, and other meetings will be effective and will ensure State-level requirements are adhered to.	Monthly/Quarterly	Infrastructure will be implemented and continuously improved.
<i>Ongoing funding for Sustainability Goal</i>	<p>The WPC Pilot will demonstrate cost savings of approximately \$10 million dollars (1/3 of population no longer using emergency services as an example).</p> <p>Partners will come together to look at cost savings and commit to ongoing funding through opportunities such as Medi-Cal Billing, and other opportunities.</p>	<p>Evaluation Review Meeting</p> <p>Proposal creation for program sustainability.</p>	<p>1 Evaluation Report will be generated.</p> <p>1 Proposal will be created.</p>

SCOPE OF WORK/LOGIC MODEL – YEAR 3 – FY2020/21			
Service	Activity	SERVICE COUNTS/TIME	OUTCOME
<i>Reporting requirements to County partners, and State</i>	<p>BACS will respond to additional data from County and/or California Department of Health Care Services requests on a monthly, quarterly, and semi-annually basis as needed to meet State reporting requirements.</p> <p>BACS will provide narrative success stories biannually per County and California Department of Health Care Services instructions.</p> <p>With the County identify the metric measures and benchmarks to report to the County and to California Department of Health Care Services, including:</p> <p>Daily, enter client data into ETO System (case management electronic system for WPC).</p> <p>Develop tool or report monthly data to partner agencies about number of clients, number of referrals, linkage to services, and etc.</p> <p>Participate in Continuous Quality Improvement and complete Plan, Do, Study, Act Cycles per the state contract and oversee the quality improvement committee if needed.</p> <p>Client emergency room visits and hospital admissions will be tracked and entered into ETO.</p>	<p>All data requests will be fulfilled within two weeks of request.</p> <p>One client story due by December 31, 2020 and second story due by June 30, 2021.</p>	<p>Complete Plan, Do, Study, Act analysis of BACS WPC project, including transition of project from one contractor to another.</p> <p>Provide qualitative view of WPC client experiences to share with partners and community.</p> <p>By June 30, 2021, there will be 125 fewer emergency room visits among enrolled clients or at least 50% of enrolled clients will have at least 1 fewer visit annually.</p> <p>By June 30, 2021, there will be 400 fewer hospital days among enrolled clients, or at least 50% of clients will fewer inpatient days.</p> <p>By June 30, 2021, 35 cumulative participants are enrolled and participate in Alcohol and Other Drugs treatment.</p>

SCOPE OF WORK/LOGIC MODEL – YEAR 3 – FY2020/21			
Service	Activity	SERVICE COUNTS/TIME	OUTCOME
<i>Training and education</i>	BACS shall provide privacy/security training to staff annually (i.e. HIPAA, HITECH, 42 CFR, and etc).		Staff attest to receiving the training on some type of form or attestation that will be managed and tracked.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

- A. Upon submission of an invoice and Solano County vendor claim by Contractor, and upon approval by County, County shall, in accordance with the "Contract Budget Detail" attached to this Contract as Exhibit "B-1" and incorporated into this Contract by this reference, pay Contractor monthly in arrears for fees and expenses actually incurred the prior month, up to the maximum amount set forth in Section 3 of the Standard Contract. Monthly claims for payment should be submitted to County by the 15th day of the subsequent month.
- B. Claims submitted by Contractor must meet the criteria set forth in section D below and be documented by a fiscal monitoring report as provided by the County. Each invoice must specify services rendered, to whom, date of service and the accrued charges.
- C. Contractor may request transfers between the budget line items set forth in Exhibit "B-1" by submitting to County a completed "Budget Modification Request Form" which will be provided by the County and which must be approved by the County. Budget line items may be added for transfers under this section, provided that the line item added does not substantially change the scope of services to be provided under this Contract and does not increase the Contract amount.
- D. The following criteria applies to the Contract Budget submitted by Contractor under this Contract:
 - (1) Requests for payment of personnel costs must include positions, salary, and actual percentage of time for each position. If Contractor provides fringe benefits to part time employees, salary and fringe benefits must be pro-rated for non-full-time employees. Salaries are fixed compensation for services performed by staff that are directly employed by Contractor and who are paid on a regular basis. Employee benefits and employer payroll taxes include Contractor's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses that are approved by County. These expenses are allowable if they are provided under established written policies and whether treated as direct or indirect costs, are equitably allocated to all related activities including federal awards.
 - (2) Salaries and benefits of personnel involved in more than one Contract, grant, or project must be charged to each grant based on the actual percentage of time spent on each grant or project. Timesheets for each employee whose time is charged to this contract must be maintained by Contractor and available upon request by the County. Where employees work on multiple activities, a distribution of their salaries and benefits will be supported by personnel activity reports or equivalent documentation which meets federal cost principle standards.
 - (3) Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment or payments to subcontractors. The expenses must be to further the program objectives as defined in Exhibit A of this Contract and be incurred (realized) during the invoiced period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
 - (4) Indirect costs are shared costs that cannot be directly assigned to a particular activity, but are necessary to the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services and administrative salaries are examples of indirect costs. An indirect cost rate will be based on an allocation methodology developed in accordance with applicable federal standards (2 CFR part 225 or 2 CFR part 230). At the beginning of each year, Contractor will provide the County a copy of the indirect cost allocation methodology establishing the indirect cost rate.

**County of Solano
Standard Contract**

At any time during the year, the County may conduct a detailed review or audit of the Contractor's indirect cost allocation methodology to ensure reasonableness and compliance with federal requirements. Contractor will use a cost allocation method for personnel and indirect costs. Contractor's cost allocation method must be supported by a cost allocation plan with a quantifiable methodology validating the basis for paying such expenditures. The cost allocation plan and all reimbursements by County must be consistent with the provisions as set forth under Exhibit C, Section 13B.

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 13B.
- 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 230, "Cost Principles (OMB Circular A-87) or 2 CFR 230 "Cost Principles for Non-Profit Organizations (OMB Circular A-122).
- C. Charges submitted by Contractor must be supported by appropriate invoices or related documentation that sufficiently support the expenditure. Contractor shall document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices, time studies, and other official documentation that sufficiently support all charges under this Contract.

3. PERSONAL PROPERTY

- A. Purchase of personal property using funds from this contract must have prior written approval from the County, as follows:
 - 1) Purchases of computer, software, and printers regardless of cost
 - 2) Purchases of other personal property over \$1,500
- B. Contractor shall develop and maintain a system to track such tangible personal property and submit an annual accounting of all property purchased with County funds. Contractor shall ensure adequate safeguards are in place to protect such assets and shall exercise reasonable care over such assets to protect against theft, damage or unauthorized use. Contractor shall return such assets to the County upon Contract termination; unless the depreciated value of the asset is \$0, based on a straight-line method of depreciation (refer to 2 CFR part 225 or 2 CFR art 230).

4. FINANCIAL STATEMENTS AND AUDITS

- A. Contractor agrees to furnish annual audited financial statements and the single audit report, if applicable, for the previous fiscal year to the County by November 30th of the subsequent fiscal year.
- 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.

EXHIBIT B-1
BUDGET DETAIL AND PAYMENT PROVISIONS

DIRECT COSTS
For Service Delivery of Contracted Services

FY 18/19
(Year 1)

A. Personnel Expenses				
Job Title	FTE			Total
Associate Director	1.0			\$90,000
Program Manager	1.0			\$80,000
Care Coordinator	3.0			\$180,960
Housing Specialist	1.0			\$47,840
Substance Use Specialist	1.0			\$47,840
Employment Coordinator	1.0			\$47,840
Peer Outreach Specialist	2.0			\$87,360
Total Salaries	10.0			\$581,840
Total Fringe Benefits (25%)				\$145,460
Total Personnel Expenses (Salaries + Fringe Benefits)				\$727,300

B. Operation Expenses			
Line Item			Total
Client Support Expenditures			\$94,000
Utilities			\$3,600
Communications			\$11,832
Transportation			\$41,400
Insurance			\$4,000
Training			\$2,052
Maintenance			\$3,358
Total Operation Expenses			\$160,242

A. Indirect Expenses			
	%		Total
	15%		\$93,458
Total Indirect Expenses			\$93,458

TOTAL BUDGET	\$ 981,000
---------------------	-------------------

**EXHIBIT B-1
BUDGET DETAIL AND PAYMENT PROVISIONS**

DIRECT COSTS
For Service Delivery of Contracted Services

FY 19/20
(Year 2)

A. Personnel Expenses				
Job Title	FTE			Total
Associate Director	1.0			\$90,000
Program Manager	1.0			\$80,000
Care Coordinator	3.0			\$180,960
Housing Specialist	1.0			\$47,840
Substance Use Specialist	1.0			\$47,840
Employment Coordinator	1.0			\$47,840
Peer Outreach Specialist	2.0			\$87,360
Total Salaries	10.0			\$581,840
Total Fringe Benefits (25%)				\$145,460
Total Personnel Expenses (Salaries + Fringe Benefits)				\$727,300

B. Operation Expenses			
Line Item			Total
Client Support Expenditures			\$94,000
Utilities			\$3,600
Communications			\$11,832
Transportation			\$41,400
Insurance			\$4,000
Training			\$2,052
Maintenance			\$3,358
Total Operation Expenses			\$160,242

A. Indirect Expenses			
	%		Total
	15%		\$93,458
Total Indirect Expenses			\$93,458

TOTAL BUDGET	\$ 981,000
---------------------	-------------------

**EXHIBIT B-1
BUDGET DETAIL AND PAYMENT PROVISIONS**

DIRECT COSTS
For Service Delivery of Contracted Services

FY 20/21
(Year 3)

A. Personnel Expenses				
Job Title	FTE			Total
Associate Director	1.0			\$90,000
Program Manager	1.0			\$80,000
Care Coordinator	3.0			\$180,960
Housing Specialist	1.0			\$47,840
Substance Use Specialist	1.0			\$47,840
Employment Coordinator	1.0			\$47,840
Peer Outreach Specialist	2.0			\$87,360
Total Salaries	10.0			\$581,840
Total Fringe Benefits (25%)				\$145,460
Total Personnel Expenses (Salaries + Fringe Benefits)				\$727,300

B. Operation Expenses			
Line Item			Total
Client Support Expenditures			\$94,000
Utilities			\$3,600
Communications			\$11,832
Transportation			\$41,400
Insurance			\$4,000
Training			\$2,052
Maintenance			\$3,358
Total Operation Expenses			\$160,242

A. Indirect Expenses			
	%		Total
	15%		\$93,458
Total Indirect Expenses			\$93,458

TOTAL BUDGET	\$ 981,000
---------------------	-------------------

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

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

2. TIME

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

3. TIME OF PERFORMANCE

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

4. TERMINATION

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

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

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

5. SIGNATURE AUTHORITY

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

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

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

7. INSURANCE

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

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

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

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

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

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

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

D. Additional Insurance Coverage

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

- | | | |
|-----------------------------|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit 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 in excess of Contractor's insurance and shall not contribute to it.

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

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

8. BEST EFFORTS

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

9. DEFAULT

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

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

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

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

10. INDEMNIFICATION

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

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

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

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

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

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

13. COMPLIANCE WITH LAW

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

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

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 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 names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

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

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

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

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

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

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

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

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

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

- i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and
- ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

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

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

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

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

33. PRICING

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

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

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required.

County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

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

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

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

36. EXECUTION IN COUNTERPARTS

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

37. LOCAL EMPLOYMENT POLICY

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

38. ENTIRE CONTRACT

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding Sections 2 and 3 of the Standard Contract, and unless terminated by either party prior to contract termination date, at County's sole election, this Contract may be extended for up to 90 days beyond the contract termination date to allow for continuation of services and sufficient time to complete a novation or renewal contract. In the event that this Contract is extended, compensation for the extension period shall not exceed \$246,000.

2. SPECIAL RESPONSIBILITIES OF CONTRACTOR

- (1) Submit verification of non-profit status, if a requirement for the award of this Contract;
- (2) Provide an audit report, including a management letter, to County annually;
- (3) Conduct an audit, at Contractor's expense, according to the requirements of 2 CFR 200 subpart F Audit Requirements, which identifies all funds granted, received, disbursed and expended, and provide the audit to County within 30 days of completion;
- (4) Provide an un-audited statement of revenue and expenditures to County within thirty days (30) of completion of the project if funds awarded to Contractor are \$100,000 or less;
- (5) 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.

3. DRUG FREE WORKPLACE

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

4. CHILD/ADULT ABUSE

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

5. HIPAA COMPLIANCE-COVERED ENTITY TO COVERED ENTITY

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

6. CONFIDENTIALITY OF [MENTAL HEALTH] RECORDS

Contractor represents that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records. County and Contractor shall maintain the confidentiality of any information regarding clients (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 client'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.

SOLANO COUNTY

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

Bay Area Community Services

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

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

CERTIFICATION

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

Janie Almanza



Contractor Signature

07/31/2018
05:34 PM EDT


Date

CHILD ABUSE REPORTING REQUIREMENTS

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

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

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

Signature: Janie Almanza 

Date: 07/31/2018
05:34 PM EDT

ADULT ABUSE REPORTING REQUIREMENTS

Welfare and Institutions Code section 15630 and following:

The undersigned, having read the statement below, signifies knowledge and understanding of its provisions:


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

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

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

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

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

Signature: Janie Almanza 

Date: 07/31/2018
05:34 PM EDT