






**County of Solano
Standard Contract**

For County Use Only
CONTRACT NUMBER:
03860-19
(Dept., Division, FY, #)
H&SS/MH
BUDGET ACCOUNT:
7746
SUBJECT ACCOUNT:
3153

1. This Contract is entered into between the County of Solano and the Contractor named below:
Caminar, Inc.
CONTRACTOR'S NAME
2. The Term of this Contract is:
February 1, 2019 to June 30, 2020
3. The maximum amount of this Contract is:
\$694,766
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:
Exhibit A – Scope of Work
Exhibit B – Budget Detail and Payment Provision
Exhibit C – General Terms and Conditions
Exhibit D – Special Terms and Conditions

This Contract is made on January 23, 2019.

CONTRACTOR	COUNTY OF SOLANO
<u>Caminar, Inc.</u> CONTRACTOR'S NAME	<u>Birgitta E. Corsello</u> <u>County Administrator</u> TITLE
<u>Karen D. Gianuario</u>  01/28/2019 07:41 PM EST SIGNATURE	<u>275 Beck Avenue, MS 5-200</u> ADDRESS
<u>Karen Gianuario, CEO</u> PRINTED NAME AND TITLE	<u>Fairfield</u> <u>CA</u> <u>94533</u> CITY STATE ZIP CODE
<u>2600 S. El Camino Real, Suite 200</u> ADDRESS	Approved as to Content: <u>Gerald Huber</u>  01/31/2019 01:03 PM EST <u>Gerald R. Huber, Director</u> Health & Social Services Department
<u>San Mateo</u> <u>CA</u> <u>94403</u> CITY STATE ZIP CODE	Approved as to Form: <u>Bernadette</u>  02/01/2019 10:42 AM EST <u>Curry</u> COUNTY COUNSEL

Rev. 12/17/09

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

I. PROGRAM DESCRIPTION:

Contractor will provide evidence-based Supported Employment and Educational (SEE) services for individuals with psychiatric disabilities and co-occurring challenges who have identified the desire to seek employment. Contractor will adhere to the Individual Placement and Support (IPS) model which requires integration of employment and behavioral health services. Contractor will prepare job seekers with the skills necessary to secure and maintain competitive and integrated employment.

II. CONTRACTOR RESPONSIBILITIES:

1. PROGRAM SPECIFIC ACTIVITIES

A. Provide Supported Employment and Educational Services for 120 consumers (prorated for FY 2018/19 based on start date of contract) using an evidence-based supported employment model, Individual Placement and Support (IPS) for individuals with mental health and co-occurring substance use disorders who have communicated a desire to secure employment. The IPS employment specialist provides all six (6) phases of the Supported Employment service including:

1) Program Engagement Phase to include:

- i. Do outreach and education to mental health teams with county and CBOs utilizing the Solano BH referral form and processes.
- ii. Employment Specialists (ES) immediately engages and begins intake to provide informed consent about identifying, obtaining, and/or retaining employment or educational goals.
- iii. The IPS team will meet weekly with the mental health team to ensure shared decision making and updates for coordinated care.

2) Employment Assessment Phase to include:

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

- i. Development of the Career Profile using the IPS form found here: <https://ipsworks.org/index.php/library/>
- ii. Review of job choice in relation to client preferences along with the availability of employers and job postings in the local labor market.
- iii. Analysis of pertinent collateral information and reports of prior work experiences and performance.
- iv. Inclusion of employment goal within the mental health treatment plan in coordination with the MH Treatment team. Development of the Job Search Plan to affirm employment goal.

3) Employment Intake Phase to include:

- i. Support consumer in developing individualized job specific resumes, cover letters and other documents to prepare for applications.
- ii. Practice appropriate work-related behaviors/etiquette and conduct mock interviews.
- iii. Discussion about personal disclosure to employers by completing the IPS Disclosure Worksheet- including involvement level of employment specialists or team.
- iv. Research local Labor Market needs as they relate to the career profile and consumer preferences.
- v. Benefits counseling is provided to every consumer to identify effects on current and future disability benefits.

- 4) Job Development/Placement Phase to include:
 - i. Contact with an employer on behalf of the consumer within 30 days of face to face intake.
 - ii. Access the Internet for job openings, do onsite visits, attend job fairs, etc.
 - iii. Network with other vocational service programs regarding job openings and training opportunities such as the Workforce Development Board, and Employment Development Department (EDD) to enhance job development opportunities.
 - iv. Upon Job Placement the Employment Specialist (ES) will complete the Job Start worksheet as well as provide:
 - a) Job destination training
 - b) Job orientation assistance as needed
 - c) Support reporting earned income to SSA and others as applicable
 - d) Provide education to consumer about condition of employment, such as:
 1. Job duties and job description
 2. Performance expectations
 3. Name of immediate supervisor
 4. Responsibilities of the employee
 5. Wage payment practices
 6. Benefits
 7. Company policies and procedures including conflict resolution procedures and health and safety practices
 8. Probation and performance evaluation proceduresUnion status, as appropriate
- 5) Job Coaching Phase:
 - i. To include individual assistance and support on or off-the-job, in activities that are needed to promote job adjustment and retention. Services may be job related to related to psychiatric rehabilitation, social, or personal needs- this includes Work Incentives Planning and preparation, reporting to social security, etc. Services may be time-limited or ongoing depending upon individual need.
- 6) Employment Retention & Follow-along Supports Phase to include:
 - i. Phone or personal contact, on or off the job, with the individual to determine ongoing satisfaction with the terms of employment.
 - ii. Phone or personal contact with the employer to determine ongoing satisfaction with the terms of employment if the consumer chose to allow disclosure.
 - iii. Employment specialist has face-to-face contact within 1 week before starting a job, within 3 days after starting a job, weekly for the first 1-2 months, and at least monthly for a year or more, on average, after working steadily and desired by consumers.
 - iv. Assistance with necessary supports to sustain employment which includes linkage to mental health team.
 - v. Continued assessment of impact on disability benefits related to hours and earnings; support determining benefits of more hours and effects on insurance.
 - vi. Completion of the Job End worksheet and continued career profile updating if the person loses or chooses to leave a job; discussion of new job goals for continued services.

- a) Average Consumer Length of Stay: Consumers transfer off the IPS caseload after working steadily and reporting satisfaction with their jobs. On average, transfers do not occur before one year of working. The team can reopen individuals if they want a job change, lost a job or need more intensive supports to retain their job.
- vii. The IPS team can reopen individuals if the consumer wants a job change, lost a job or need more intensive supports to retain their job.
- B. Provide Supported Education for individuals who express a desire for continuing education in order to gain employment.
- C. Implement a program that aligns with the IPS Fidelity Scale. To support fidelity, Contractor will utilize established program tools (i.e., *Career Profile Form*, *Job Start/Follow Along forms*, *Disclosure Form*, etc.) from the IPS site. All documents can be found on the website's library: <https://ipsworks.org/index.php/library/>
 - 1) Contractor will adhere to the team data tracking using the *Data Record Keeping* guidance [<https://ipsworks.org/wp-content/uploads/2017/08/Data-and-Record-Keeping-for-Good-Fidelity.pdf>]. Data items to be tracked include, but are not limited to:
 - i. **Team and Consumer Level Data:** Using the *Sample Supervisor Data Table* on the IPS website and track, days between intake and first face to face employer contact, length of services, employment status, starting pay/hours, job start and end dates, credit hours/courses completed, average weekly contacts, average weekly contacts for job development, number of persons in competitive, integrated employment, number of persons with educational goals enrolled in school or technical education program, etc.
 - ii. **Program Activities:** Contractor will provide and track individual supervision, weekly team meetings with IPS team, weekly team meeting with County team, meetings with family members or other natural supports, establishment of a Steering Committee and meeting at least quarterly, engage in events or activities to share IPS successes with community.
 - iii. **Process Outcomes:** Contractor will participate in fidelity reviews- the first review occurs between 6 months to a year (or once a program has at least 10 job starts), and annually/biannually thereafter. Contractors agree to support high fidelity practice by updating internal QI/QA processes, policies and practices to support IPS. Contractors agree to ensure staff availability for trainings, TA, site visits and steering committee meetings.
- D. Adhere to the 8 Practice Principles of IPS Supported Employment:
 - 1) Focus on competitive employment as an attainable goal for consumers with serious mental illness seeking employment.
 - 2) Eligibility for program is based on consumer choice: consumer are not excluded on the basis of readiness, diagnoses, symptoms, substance use history, psychiatric hospitalizations, homelessness, level of disability, or legal system involvement.
 - 3) Integration of rehabilitation and mental health services: IPS programs are closely integrated with mental health treatment teams.
 - 4) Ensure services are based on each person's preferences and choices, rather than providers' judgments. Employment Specialists will utilize the IPS Career Profile and accompanying forms for each consumer.
 - 5) Provide personalized benefits counseling: Employment Specialists help people obtain personalized, understandable, and accurate information about their Social Security, Medicaid, and other government entitlements.

- 6) Provide rapid job search approach of starting job development within 30 days of intake to help job seekers obtain jobs directly, rather than providing lengthy pre-employment assessment, training, and counseling.
 - 7) Engage in systematic job development activities. Employment Specialists will systematically visit employers, who are selected based on job seeker preferences, to learn about their business needs and hiring preferences.
 - 8) Provide time-unlimited and individualized support that continues for as long as each consumer wants and needs the support.
- E. Staffing Required:
- 1) The minimum requirements for the IPS team shall include:
 - i. IPS Team Leader/Supervisor (Full-Time, Dedicated)
 - ii. Employment Specialists
 - a) Employment Specialist spends 65% or more of total scheduled work hours in the community.
 - b) Employment Specialist carries out all six phases of employment Service (e.g. Program intake, engagement, assessment, job Development/job placement, job coaching, and follow-along supports)
 - iii. Employment Peer Specialists
- F. The IPS Supervisor carries a small caseload (for example, 1:8) to maintain connection with IPS processes. The Supervisor conducts weekly supervision designed to review client situations and identify new strategies and ideas to help clients with their work lives. The Supervisor communicates with mental health team leaders to ensure that services are integrated, to problem-solve programmatic issues & attends a meeting for each mental health treatment team on a quarterly basis. The supervisor provides field mentoring and reviews current client outcomes with employment specialists and sets goals to improve program performance monthly. Additional responsibilities for the IPS Supervisor include:
- 1) Develops a process to do outreach and education to mental health teams within county and CBOs utilizing the County referral form and processes.
 - 2) Ensures the IPS team meets weekly with the mental health team, County programs (FSP, ICCs) and CBO partners, to ensure shared decision making and updates for coordinated care. Obtains Releases of Information and MOUs as needed for shared caseloads with behavioral health teams which includes consumers with mental health and co-occurring challenges.
 - 3) Establishes shared documentation, describing ways to integrate the employment goals in the treatment plan and progress note documents.
 - 4) Ensures IPS trained in the evidence-based practice and secure training for program staff as needed. All staff shall be cross trained to provide both employment and educational services.
- G. Employment Specialists carry a caseload of 1:20 and will be assigned to one or two mental health treatment teams (programs), from which 90-100% of the caseload is comprised.
- 1) At least one Employment Specialist will be assigned specifically to work with County and CBO Full Service Partnership (FSP) programs. Collaborate closely with the FSP team to support consumers being served and attends the FSP team meetings weekly.
- H. Peer Specialists do not carry a caseload but rather are available to any consumer receiving services who may benefit from engagement in recovery, help with job applications or assignments between appointments, learn about job histories and explores passions/interests, provides individual and group employment supports and wellness self-management tools for job retention (<https://ipsworks.org/wp-content/uploads/2018/01/HANDBOOK-FOR-IPS-PEER-SPECIALISTS.pdf>)

2. GENERAL ACTIVITIES

- A. Provide supportive services that are strengths-based, person-centered, safe, effective, timely and equitable; supported by friends and the community; with an emphasis on promoting wellness and recovery.
- B. Maintain documentation/charting according to industry standards.
- C. Contractor shall supervise unlicensed staff in accordance with the applicable California State Board guidelines and regulations.
- D. Participate in County Mental Health Services Act (MHSA) planning activities as requested to include the MHSA Partner meeting, stakeholder planning meetings, etc.
- E. Include in all media related to the scope of work of program funded activities by this Contract and provided to the public, a reference to the Solano County Board of Supervisors, Health and Social Services and the Mental Health Services Act as the sponsors and funding source. When logos are used on your material please include a copy of the County Seal as well as the MHSA logo. These materials will be made available to you at your request.

3. PERFORMANCE MEASURES

- A. Provide employment services to 100 consumers annually to achieve a 50% or higher competitive employment rate.
- B. 75% of consumers served will demonstrate improvement on the Temple University *Community Inclusion Scale* which measures the following:
 - i. Increased income
 - ii. Improved self-esteem, socialization and quality of life utilizing the Temple Univ. Community Inclusion Scale
 - iii. Better control of symptoms
 - iv. Reduced substance use
 - v. Reduced hospitalization
- C. Of those consumers with education goals, at least 75% will be enrolled in voc/tech courses.
- D. A minimum of 25% of the consumers who secure employment will maintain employment for at least 90 days.
- E. Meet fidelity to the model and show improvements through internal and external review.

4. REPORTING REQUIREMENTS

- A. Collect, compile and submit monthly contract deliverables and consumer demographic data by the 15th of each month unless granted an extension by the County Contract Manager of designee.
- B. Submit monthly Service Delivery Reporting Form and Consumer Roster (tools provided by County).
- C. Submit the monthly Demographic Report Form (tool provided by County) to include demographic categories determined by MHSA regulations which include:
 - i. Age group;
 - ii. Race;
 - iii. Ethnicity;
 - iv. Primary Languages;
 - v. Sexual orientation;
 - vi. Gender assigned sex at birth;
 - vii. Current gender identity;
 - viii. Disability status;
 - ix. Veteran status.

- D. Prepare a biannual and annual evaluation of program activities, submitted by January 15th and July 15th of each year, including items above and performance measures. The following information should be included:
- i. Compilation of all biannual/annual data.
 - ii. Narrative of collaborative aspects of the program, if applicable.
 - iii. Agreed upon consumer outcomes and benchmarks for success.
 - iv. Fidelity scale self-review.
 - v. Successes and challenges or barriers to the provision of services.

5. CONTRACT MONITORING MEETINGS

Meet with County Contract Monitor and IPS lead/trainer on a quarterly basis to assess program demographic and outcome data, monitor consumer progress, discuss challenges, barriers, successes, and recommendations for program improvement.

6. PATIENT RIGHTS

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

7. CULTURAL COMPETENCE

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

- A. Contractor shall provide services pursuant to this agreement in accordance with current State Statutory, regulatory and Policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 97-14, "Addendum for Implementation Plan for Phase II Consolidation of Medi-Cal Specialty Mental Health Services-Cultural Competence Plan Requirements," and the Solano County Mental Health Plan Cultural Competence Policy. Specific statutory, regulatory and policy provisions are referenced in Attachment A of DMH Information Notice No: 97-14, which is incorporated by this reference.
- B. Agencies which provide mental health services to Medi-Cal beneficiaries or are under Contract with Solano County are required to participate as requested in the development and implementation of specific Solano County Cultural Competence Plan provisions including, but not limited to:
- i. Develop and assure compliance with administrative and human resource policy and procedural requirements to support the hiring and retention of a diverse workforce.
 - ii. Provide culturally sensitive service provision including efforts to assure language access through availability of bilingual staff or interpreters.

C. Cultural Competence Training:

- i. Contractor shall ensure that all staff members including direct service providers, office support, and leadership complete at least one training in cultural competency per year.
- ii. On a monthly basis, contractor will provide County Quality Improvement with an updated list of all staff and indicate the most recent date of completing Solano MHP approved Cultural Competence Training. Evidence, including sign in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving Cultural Competence training should also be provided to County Quality Improvement at that time.

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

8. QUALITY IMPROVEMENT ACTIVITIES

A. Problem Resolution:

- i. Contractor shall adopt and implement the County Health and Social Services Department, Behavioral Health Division's Problem Resolution process.
 - a) The County Problem Resolution process includes Grievance, Appeal, and Expedited Appeals, as stipulated in County policy *ADM141 Beneficiary Problem Resolution Process – Grievances*, *ADM136 Beneficiary Problem Resolution Process—Mental Health Services Act Issues*, *ADM142 Beneficiary Problem Resolution Process – Appeals*, *ADM143 Beneficiary Problem Resolution Process – Expedited Appeals*, *ADM132 Request to Change Service Provider*, and *AAA210 Beneficiary Right of a Second Opinion*.
 - 1) Contractor is not a direct mental health service provider under the Mental Health Plan and therefore is not required to adhere to the Appeal, Expedited Appeal Process, Request to Change Service Provider or Beneficiary Right of a Second Opinion processes.
- ii. Contractor duties regarding Problem Resolution include, but are not limited to, the following:
 - a) Contractor shall post County notices and make available County forms and other materials informing consumers of their right to file a grievance and appeal. Required materials include the following brochures: "Beneficiary Rights & Problem Resolution Guide" "Compliment/Suggestion Form", "Grievance Form", e and the "Mental Health Service Act Issues Form". Contractor shall aid consumers in filing a grievance when requested and shall not retaliate in any manner against anyone who files a grievance.
 - b) Contractor shall forward all Problem Resolution Process brochures written and completed by or on behalf of a consumer of the MHP to County Quality Improvement, immediately but no later than 24 hours from receipt, whether or not Contractor has resolved the problem.
 - c) Contractor shall provide "reasonable assistance" to individuals completing problem resolution forms, such as providing interpreting services and free access to TTY/TTD services.
 - d) Contractor shall communicate and collaborate directly with the County Quality Improvement Problem Resolution Coordinator to provide any additional information needed regarding any follow up actions to investigate/resolve the problem identified through the problem resolution process.

B. Serious Incident Reports (SIRs):

- i. Contractor will communicate the occurrence of serious incidents to the County by completing an official County Serious Incident Report form following the process outlined in County policy *ADM-1.10 Serious Incident Reporting*, including but not limited to the following:
 - a) Contractor shall verbally notify County Quality Improvement immediately but no later than 4 hours after a serious incident.
 - b) Contractor shall fax the written SIR to County Quality Improvement within 24 hours of the incident or sooner.
 - c) Contractor shall communicate directly with the County Quality Improvement designee to provide any additional information needed regarding the reported incident.
 - d) Contractor and County Behavioral Health Administration/Quality Improvement shall discuss and develop recommendations to achieve more desired outcomes in the future.
 - e) Data breaches or security incidents are required to be reported to both County Quality Improvement and COUNTYHSS Compliance Unit concurrently immediately upon discovery and no later than 24 hours.

C. Annual County review of Contractor service delivery site and record review:

- i. County will engage in a site and record review annually, consistent with practices outlined in the most up-to-date version of the County *Mental Health Utilization Review Handbook*.
- ii. Contractor will provide all requested records and an adequate, private space in which for County staff to conduct the site review and chart review.
- iii. If Contractor operates a fee-for-service program and the chart audit results in service disallowances, County will subtract the audit disallowance dollars from a future vendor claim, once County audit report is finalized.
- iv. County, State or Federal Officials have the right to audit for 10 years from any previous audit, therefore Contractor will retain records for 10 years from the completion of any audit.

D. Contractor Quality Improvement Process:

- i. Contractor will integrate IPS into the internal agency quality improvement and quality assurance process, including but not limited to the following:
 - a) Internal Quality Improvement Work Plan – The plan will set goals around Quality and Outcomes for the Contractor and will be evaluated at least annually. A new plan will be created annually and a copy submitted to County Contract Manager or designee. Contractor will submit a revised plan if County determines the plan to be inadequate.

E. Compliance Investigations:

- i. At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement. Additionally, Contractor will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding consumers receiving services, and other data relating to all matters covered by this Agreement.

F. Annual County review of Contractor service delivery site and chart review:

- i. County will engage in a site and chart review annually.
- ii. Contractor will provide all requested medical records and an adequate, private space in which for County staff to conduct the site review and chart review.

- G. Contractor will ensure that all Contractor staff, including administrative, provider, and management staff, receive formal Compliance training on an annual basis.
 - i. Contractor will provide evidence, including sign in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving compliance training to County Contract Manager annually by July 15th each Fiscal Year.
- H. Conflict of Interest – Expanded Behavioral Health Contract Requirements:
 - i. Contractor will abide by the requirements outlined in County policy *ADM146 Disclosure of Ownership, Control and Relationship Information of Contracted Agencies*, including but not limited to the following:
 - a) Contractor will disclose the name of any person who holds an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by the Contractor to the County.
 - b) Contractor will ensure all service providers receive a background check as a condition of employment as stringent as the County background policy requirements.
 - c) Contractor will require any providers or any other person within the agency with at least a 5% ownership interest to submit a set of fingerprints for a background check.
 - d) Contractor will terminate involvement with any person with a 5% ownership interest in the Contractor who has been convicted of a crime related to Medicare, Medicaid, or CFR title XXI within the last 10 years.

9. CONFIDENTIALITY OF MENTAL HEALTH RECORDS

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

III. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- 1. Provide technical assistance in relation to start up, program development (referral, intake, etc.), staffing, training, and use of program tools to meet fidelity as well as guidance on the implementation for both County and CBO leadership.
- 2. Ensure that County and CBO mental health providers are exposed to training and education related to the IPS model.
- 3. Provide opportunities for Contractor to conduct outreach and education in the adult County and CBO clinics.

4. Collaborate with Contractor to develop the referral process.
5. Designate a County staff person/s who will meet with the IPS team weekly to discuss cases.
6. Provide technical assistance in the form of phone consultations, site visits and meetings to address challenges in implementation and performance of the Contract.
7. Providing feedback on performance measures objectives in a timely manner to seek a proactive solution.
8. Develop reporting forms detailed in this Contract in coordination with Contractor.
9. Providing feedback on fiscal performance and process budget modifications and contract amendments as appropriate.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

- A. Upon submission of an invoice and a Solano County vendor claim by Contractor, and upon approval by County, County shall, in accordance with the "Contract Budget" attached to this Contract as Exhibit "B-1" and incorporated into this Contract by this reference, pay Contractor monthly in arrears for fees and expenses actually incurred the prior month, up to the maximum amount set forth in Section 3 of the Standard Contract. Monthly claims for payment should be submitted to County by the 15th day of the subsequent month.
- B. Claims submitted by Contractor must meet the criteria set forth in section E and be documented by an agency spreadsheet specifying the County's portion of the total agency budget directly attributable to this Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.
- C. Contractor must request approval for transfers between budget line items, which are set forth in Exhibit B-1, when the cumulative amount of such transfers exceed 10% of the total Contract amount. Requests for transfers between budget line items must be presented to the County on the County's "Budget Modification Request Form". Budget line item transfers that exceed 10% of the total Contract amount may be made only upon prior written approval of County, which approval may be withheld in the sole and absolute discretion of County. County may authorize the addition of budget line items for transfers under this section, except for indirect costs and capital expenditures (equipment or real property), 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. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor agrees that funds to be disbursed under the terms of this contract will be withheld if repayment is not received by the County within thirty days of receipt of notice from County. Contractor may submit a written appeal to a disallowance to the County Health and Social Services Mental Health Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County. The decision of the County regarding the appeal will be final.
- E. The following criteria apply to Contract Budget submitted by Contractor under this Contract:
 - 1. Requests for payment of personnel costs must include positions, salary, and actual percentage of time for each position. If Contractor provides fringe benefits to part time employees, salary and fringe benefits must be pro-rated for non-full-time employees. Salaries are fixed compensation for services performed by staff who are directly employed by Contractor and who are paid on a regular basis. Employee benefits and employer payroll taxes include Contractor's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses that are approved by County. These expenses are allowable when they are included and in accordance with Contractor's approved written policies and allocation plan.
 - 2. Salaries and benefits of personnel involved in more than one contract, grant, or project must be charged to each grant based on the actual percentage of time spent on each grant or project.

Timesheets for each employee whose time is charged to this contract must be maintained by Contractor and available upon request by the County.

3. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment or payments to subcontractors. The expenses must be to further the program objectives as defined in Exhibit A 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. In order to include indirect costs or an indirect cost rate in the contract budget, Contractor must have a negotiated indirect cost rate agreement with a federal agency. A Contractor who does not have such a negotiated indirect cost rate agreement may claim an indirect cost rate of up to 13% of modified total direct costs, as defined in 2 CFR 200.68, provided the Contractor does not use the Direct Allocation Method of allocating indirect costs (as discussed in Appendix IV to Part 200).
5. Regardless of whether Contractor claims indirect costs through a negotiated indirect cost rate, Direct Allocation Method or up to 13% of modified total direct costs, Contractor must provide the County with a cost allocation plan that clearly differentiates between direct and indirect costs. Contractor ensures that the same costs that have been treated as indirect costs have not been claimed or budgeted as direct costs, and that similar types of costs in like circumstances have been accounted for consistently. Contractor will provide this plan to County upon request. In the event that Contractor is unable to provide County with an acceptable cost allocation plan, County may disallow any indirect cost billed amounts

2. ACCOUNTING STANDARDS

- A. Contractor shall establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for organizations/governmental entities as described in Exhibit C – section 13B. Additionally, Contractor must submit claims for payment under this Contract using either a cost allocation method or a direct allocation method.
- B. Contractor's cost allocation method must be supported by a cost allocation plan with a quantifiable methodology validating the basis for paying such expenditures. The cost allocation plan should be prepared within the guidelines set forth under 2 CFR (Code of Federal Regulation) 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.

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. SUBMISSION OF COST REPORT

- A. County will, at its discretion, schedule a cost report briefing in October of each fiscal year. Contractor will submit its cost report by the deadline set by the County. Contractor's cost report must be complete, accurate and formatted within the guidelines provided by the Solano County Health and Social Services Department.
- B. If Contractor is currently out of compliance with the cost report's submission requirement, Contractor agrees that funds to be disbursed under the terms of this contract will be withheld until such time as Contractor submits an acceptable Cost report. County will not be liable for any interest that may accrue as a result of delay in payment caused by Contractor's failure to submit an appropriate Cost report.
- C. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor may submit a written appeal to a disallowance to the County Health and Social Services Mental Health Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County.
- D. If Contractor provides services to multiple counties, it must use the Net Cost Method, reporting only the costs (activities) directly attributable to County.
- E. Contract will establish a tracking and reporting system to distinguish between expenditures for direct services and expenditures for consumer supports. DMH Letter No. 06-08, incorporated by this reference, outlines the need and definition of the new service function codes which have been added:

Service Function Code 70 – Consumer Housing Support Expenditures
Service Function Code 71 – Consumer Housing Operating Expenditures
Service Function Code 72 – Consumer Flexible Support Expenditures
Service Function Code 75 – Non-Medi-Cal Capital Assets
Service Function Code 78 – Other Non-Medi-Cal Consumer Support Expenditures

This information will be required at the same time that the annual cost report is due to the County.

6. FINANCIAL STATEMENTS AND AUDITS

- A. Contractor agrees to furnish an annual audited financial statement to the County, which must be submitted within 30 days of its publication.
- 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.

7. SUBRECIPIENT MONITORING AND MANAGEMENT

- A. Contractor will complete a self-assessment tool and provide it to the County within 30 days of contract execution. The County will provide the required format.

- B. Contractor will provide a fiscal monitoring report which compares the contract budget per line item in relation to the monthly invoice, cumulative total invoice, and the total contract balance. The County will provide the required format.
- C. Every subaward must be clearly identified and include the following information at the time of contract execution. Significant changes to these data elements may require a subaward modification form.
1. Subrecipient Name (which must match the name associated with its DUNS number):
[Caminar]
 2. Subrecipient DUNS number: [074630310]
 3. Federal Award Identification Number (FAIN): [Not applicable]
 4. Federal Award Date (date when the federal award was signed by authorized official of awarding agency): [Not applicable]
 5. Subaward Period of Performance Start and End Date: [Not applicable]
 6. Amount of Federal Funds obligated by this action: [Not applicable]
 7. Total Amount of Federal Funds obligated to the subrecipient: [Not applicable]
 8. Total amount of Federal Award: [Not applicable]
 9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): [Not applicable]
 10. Name of Federal awarding agency, pass-through entity and contact information for awarding official: [When applicable, County will claim Federal Financial Participation through the California State Department of Health Care Services for Medi-Cal Services (DHCS). DHCS claims services to the Department of Health and Human Services - Centers for Medicare and Medicaid Services (CMS).]
 11. CFDA Number and name: [93.778 - Medical Assistance Program]
 12. Identification of whether the award is for research and development. [Not applicable]
 13. Indirect cost rate for the Federal award (including if the de minimus rate is charged per 2 CFR 200.414 Indirect (F&A) costs): [Not applicable]

EXHIBIT B-1
BUDGET DETAIL AND PAYMENT PROVISIONS
February 1, 2019 to June 30, 2019

DIRECT COSTS
For Service Delivery of Contracted Services

Personnel			
Position	FTE		Total
Project Director	0.38		\$ 14,082
Supervisor	1		\$ 26,667
Employment Specialist (Job Developer)	3		\$ 60,000
Peer Specialist (Job coach)	1		\$ 13,333
Total Salaries			\$ 114,082
Fringe Benefits	25%		\$ 28,521
Total Salaries + Fringe			\$ 142,603
Operations			Total
Rent			\$ 3,000
Utilities			\$ 513
Communication			\$ 1,000
Equipment and Maintenance			\$ 500
Office supplies / computer supplies			\$ 2,333
Postage			\$ 43
Client Supports			\$ 1,667
Travel			\$ 950
Training			\$ 167
Staff Recruitment			\$ 633
Insurance			\$ 300
Total Operations			\$ 11,106
Indirect	13%		\$ 19,982
Total Budget			\$ 173,691

EXHIBIT B-1
BUDGET DETAIL AND PAYMENT PROVISIONS
July 1, 2019 to June 30, 2020

DIRECT COSTS
For Service Delivery of Contracted Services

Personnel			
Position	FTE		Total
Project Director	0.38		\$ 42,247
Supervisor	1		\$ 80,000
Employment Specialist (Job Developer)	3		\$ 180,000
Peer Specialist (Job coach)	1		\$ 40,000
Total Salaries			\$ 342,247
Fringe Benefits	25%		\$ 85,562
Total Salaries + Fringe			\$ 427,809
Operations			Total
Rent			\$ 9,000
Utilities			\$ 1,540
Communication			\$ 3,000
Equipment and Maintenance			\$ 1,500
Office supplies / computer supplies			\$ 7,000
Postage			\$ 129
Client Supports			\$ 5,000
Travel			\$ 2,850
Training			\$ 500
Staff Recruitment			\$ 1,900
Insurance			\$ 900
Total Operations			\$ 33,319
Indirect	13%		\$ 59,947
Total Budget			\$ 521,074

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: | \$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 is excess of Contractor's insurance and shall not contribute to it.

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

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

8. BEST EFFORTS

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

9. DEFAULT

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

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

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

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

10. INDEMNIFICATION

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

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

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County.

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

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

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

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

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

(5) Retain financial, programmatic, consumer 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 consumer-identifying information, except for statistical information not identifying a particular consumer receiving services under this Contract.

B. Contractor shall not use consumer 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 consumer identifying particulars, such as fingerprints, voice print or photograph. Consumer 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 nor previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, 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 \$147,754.

2. DRUG FREE WORKPLACE

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

3. CHILD/ADULT ABUSE

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

4. HIPAA COMPLIANCE-COVERED ENTITY TO COVERED ENTITY

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

5. NATIONAL VOTER REGISTRATION

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

EXHIBIT D-1

SOLANO COUNTY

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

Caminar, Inc.

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.

Karen D. Gianuario



01/28/2019
07:41 PM EST

Contractor Signature

EXHIBIT D-2

CHILD ABUSE REPORTING REQUIREMENTS

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

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

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

Karen D. Gianuario



01/28/2019
07:41 PM EST

Contractor Signature

EXHIBIT D-3

ADULT ABUSE REPORTING REQUIREMENTS

Welfare and Institutions Code section 15630 and following:

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

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

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

- | | |
|---------------------------------|--------------------------------------|
| 1. Health facility | 12. Licensing worker or evaluator |
| 2. Clinic | 13. Public assistance worker |
| 3. Home health agency | 14. Adult protective services agency |
| 4. Educational institution | 15. Patient's rights advocate |
| 5. Sheltered workshop | 16. Nursing home ombudsman |
| 6. Camp | 17. Legal guardian or conservator |
| 7. Respite care facility | 18. Skilled nursing facility |
| 8. Residential care institution | 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.

Karen D. Gianuario



01/28/2019
07:41 PM EST

Contractor Signature

EXHIBIT D-4

NATIONAL VOTER REGISTRATION ACT (NVRA) OF 1993

Company/Organization Name

Caminar, Inc.

SOLANO COUNTY MENTAL HEALTH PROGRAMS (SCMHP):

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

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

The above named contractor will:

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

CERTIFICATION

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

Karen D. Gianuario  01/28/2019
07:41 PM EST

Contractor Signature