

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

This First Amendment is made on January 6, 2020, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Caminar, Inc. ("Contractor").

1. Recitals

- A. The parties entered into a contract dated July 1, 2019 (the "Contract"), in which Contractor agreed to operate the Wellness and Recovery Center programming for the County.
- B. The County now needs to modify the Scope of Work, Budget and extend the term of the Contract.
- C. This First Amendment represents an increase of \$1,173,571 of the Contract.
- D. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of Contract

Section 2 is deleted in its entirety and replaced with: "The term of this Contract is July 1, 2019 to June 30, 2021."

B. Amount of Contract

Section 3 is deleted in its entirety and replaced with: "The maximum amount of this Contract is \$1,545,990."

C. Scope of Work

Exhibit A is deleted in its entirety and replaced with the Scope of Work attached to and incorporated by this reference as Exhibit A-1.

D. Budget

- (1) Exhibit B-1 is deleted in its entirety and replaced with the Budget attached to and incorporated by this reference as Exhibit B-1-1.
- (2) Exhibit B is amended to delete all references to Exhibit B-1 and replaced with Exhibit B-1-1.

3. Effectiveness of Contract

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

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

CONTRACTOR

By _____
Birgitta E. Corsello

By Mark Cloutier  01/09/2020 04:12 PM EST
Mark Cloutier, CEO

APPROVED AS TO FORM

By Bernadette Curry  01/13/2020 08:04 PM EST
County Counsel
County Administrator

APPROVED AS TO CONTENT

By Gerald Huber  01/09/2020 04:24 PM EST
Gerald R. Huber, Director
Health and Social Services Department

EXHIBIT A-1 **SCOPE OF WORK**

I. PROGRAM DESCRIPTION

Contractor shall operate the Wellness and Recovery Center programming for the County. Contractor will serve adult consumers ages 18 years and older with mental illness by operating full centers in Vallejo and Fairfield, and a satellite center two (2) days per week in Vacaville. Contractor shall make efforts to staff the Wellness and Recovery Centers with consumers with lived experience.

Services will support individuals with mental illness to build upon personal strengths, and to reach individualized quality of life goals. Services provided shall include but are not limited to: development of Wellness and Recovery Action Plans (WRAP), support groups, peer counseling and mentoring, employment preparation services, educational workshops related to: relapse prevention, self-management, health and life skills, and substance abuse. Contractor shall make every effort to provide services to traditionally unserved/underserved communities in the County.

The Wellness and Recovery Center service is outlined in the Solano County Mental Health Services Act (MHSA) Three-Year Integrated Plan FY 2017/18 through 2019/20.

II. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. PROGRAM SPECIFIC ACTIVITIES

Contractor shall be responsible for the following:

- A. Operate peer run Wellness and Recovery Centers on a drop-in basis in the cities of Vallejo and Fairfield Monday – Friday from 7:30 am to 4 pm, in Fairfield on Saturdays from 8:00 am to 2:00 pm, and in the Vacaville satellite location 2 days per week from 8:00 am to 3:00pm. Services will be provided to a total of 465 unduplicated consumers during FY2019/20 and 475 unduplicated consumers during FY2020/21 (based on amendment beginning February 1st, 2020). Services will be offered to peer consumers with a known or suspected serious mental illness. Activities to include:
 - 1) Provide a Member Welcome Packet to each new member;
 - 2) Maintain daily sign-in sheets;
 - 3) Maintain a file for each consumer served to be kept in accordance with industry standard confidentiality guidelines;
 - 4) The majority of activities will be delivered at facilities considered appropriate for these activities, including, but not limited to:
 - a. ADA Compliant
 - b. Large common room
 - c. Storage
 - d. Computer access for consumers
 - e. Food preparation area
 - f. Audio/visual section
 - 5) Contractor will provide a nutritious lunch daily for consumers.
- B. Provide evidenced-based practice (EBP) Wellness Recovery Action Plans (WRAP) Groups two times per week.

- 1) Develop Wellness Recovery Action Plans with all participants who attend more than once. Plans will be individualized, and consumer-driven addressing both when the consumer is feeling well and how to assist the consumer during a relapse.
- C. Provide twice a week dual recovery groups, using Motivational Interviewing model for consumers who are recovering from both a mental illness and substance abuse. Groups will be led by both staff and consumers.
- D. Provide additional consumer support groups on subject matters intended to promote wellness and recovery such as: daily community meetings to set goals, art therapy, nutrition, exercise, vocational readiness, etc.
- E. Provide vocational rehab services at the Center in order to provide pre- employment training using a recovery oriented model including the provision of volunteer opportunities at the Center.
 - 1) Offer “Back to Work” pre-employment training program to assist members who identify employment as a goal which include, but not limited to volunteer, internship and stipend positions.
 - 2) Individually coach peers to prepare for job placement including the following activities:
 - a. Resume development
 - b. Employment search
 - c. Practicing interview techniques
 - d. Coaching during employment search and during first 90 days of employment
 - 3) Maintain sign in sheets for Vocational Rehabilitation group activities.
 - 4) Maintain individualized contact notes for any 1:1 contacts focused on vocational rehab activities.
- F. Utilize the Quality of Life Scale (QOLS) for each individual member to assess self-progress and measure movement towards wellness and recovery.
 - 1) Administer the QOLS for each consumer at admission with the Welcoming Packet.
 - 2) Re-administer the QOLS for active consumers at quarterly intervals thereafter.
 - 3) Maintain a copy of the QOLS in each consumer’s file.
- G. Identify consumers with lived experience in behavioral health to potentially participate in the Solano Speaker’s Bureau, committees, and MHSA stakeholder meetings.
 - 1) Connect interested consumers to the County Consumer Liaison.
 - 2) Provide support and encouragement for consumers who participate in the Speaker’s Bureau which could include providing opportunities to share personal stories at the center, in committee meetings, and public events.
- H. Provide linkages to care including intensive care, alternate care, or care provided through insurance plans.
- I. Provide educational opportunities (including conferences, trainings, presentations, and exhibits) for consumers offered both on and off-site.

- J. Provide opportunities for outings in the community to enhance recovery such as visits to local museums, community events, concerts, plays, etc. Other outings are picnic at the park, NAMI Walk, Relay for Life, Solano County Fair, etc.

2. GENERAL ACTIVITIES

While providing the specific activities, Contractor agrees to:

- A. Provide mental health services that are strengths-based, person-centered, safe, effective, timely and equitable, supported by friends, family, and the community; with an emphasis on promoting whole health, wellness and recovery.
- B. Ensure that service frequency is individualized and based upon best practices related to the need of each beneficiary and in accordance with the Solano County Mental Health Plan (MHP) level of care system.
- C. Make coordination of service care an integral part of service delivery which includes providing education and support to beneficiaries/family members as well as consulting with community partners including but not limited to: other behavioral health service providers; physical care providers; schools (if appropriate); etc.
- D. Provide information (including brochures, postings in lobby, after-hours voicemail message, etc.) that communicates how mental health beneficiaries can access 24/7 services (e.g. suicide prevention Lifeline, crisis stabilization unit phone number) when medically necessary.
- E. All media related to services provided through contract and provided to the public must include a reference to the Solano County Board of Supervisors, Health and Social Services and include the County logo; any programs also funded by the Mental Health Services Act as the sponsors must also include the MHSA logo.
- F. Representatives from the Contractor organization must make efforts to attend the monthly local Mental Health Advisory Board meeting, and participate in the community planning stakeholder meetings, including those for the MHSA Annual Update or Three-Year Plan, planning for housing services, suicide prevention planning, etc.
- G. MHSA-funded programs must participate in the quarterly MHSA Partner meeting, specific MHSA stakeholder planning meetings, etc.

3. PERFORMANCE MEASURES

- A. Serve a minimum of 465 unduplicated consumers during FY2019/20 and 475 unduplicated consumers during FY2020/21 at the Wellness and Recovery Centers located in Vallejo, Fairfield, and Vacaville.
- B. At least 85% of consumers served who have attended programming at one of the three locations more than one time will have an active Wellness and Recovery Action Plan on file.
- C. At least 60% of consumers will report improved functioning per the Quality of Life Scale (QOLS) as evidenced by maintaining a score of 4 or 5 or improving to a score of 4 or 5 in at least 4 of the 8 domains; scale to be administered at intake and then quarterly.

- D. At least 50% of the consumers served will participate in the vocational rehab services offered through the center, and of those consumers 75% of the consumers will serve in a volunteer position at the center and 25% will secure a job outside of the center.

4. REPORTING REQUIREMENTS

- A. Using the tool provided by the County, Contractor will collect, compile and submit monthly MHSA agreed upon contract deliverables and consumer demographic data by the 15th of each month unless granted an extension by the County Contract Manager or designee.
- B. Submit the monthly Demographic Report Form to include demographic categories determined by MHSA regulations, which include:
1. Age group;
 2. Race;
 3. Ethnicity;
 4. Primary Languages;
 5. Sexual orientation;
 6. Gender assigned sex at birth;
 7. Current gender identity;
 8. Disability status;
 9. Veteran status.
- C. Contractor will prepare an annual narrative of program activities, submitted by July 15th of each contract year. The following information will be included:
- i. Overall program outcome tools used to capture impact of services for consumers or participants served;
 - ii. Overall program milestones/successes and challenges/barriers;
 - iii. Program efforts to address cultural and linguistic needs of service recipients;
 - iv. A program success story.

5. CONTRACT MONITORING MEETINGS

Contractor shall ensure at least one member of the leadership team is available to meet with the County Contract Manager or designee for monthly check-in technical assistance meetings. Additionally, Contractor shall ensure that staff providing program oversight and management attend the quarterly performance review meetings as scheduled by the County.

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 beneficiaries 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 or staff persons.

7. CULTURAL & LINGUISTIC RESPONSIVITY

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

A. Contractor shall provide services pursuant to this Contract in accordance with current State Statutory, regulator, and Policy provision 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 beneficiaries under Contract with Solano County are required to participate as requested in the development and implementation of specific Solano County Cultural Responsivity Plan provisions. Accordingly, Contractor agrees at minimum:

- i. Utilize the national Culturally and Linguistically Appropriate Services (CLAS) standards in Health Care under the QA/QI agency functions and policy making. For more information on the CLAS standards please refer to <https://minorityhealth.hhs.gov/omh/browse.aspx?vl=2&vlid=53>
- ii. During FY 19/20, Contractor will develop an agency Cultural Responsivity Plan to include goals and objectives towards improving cultural and linguistic competencies and addressing local disparities. County will provide technical assistance, useful tools and a plan template to be used for organizations that do not already have such a plan;
 1. The Cultural Responsivity Plan shall be submitted to County Contract Manager or designee for qualitative review, feedback, and approval no later than December 31, 2019;
 2. The agency Cultural Responsivity Plan shall be reviewed and updated at least annually, and a copy submitted to County Contract Manager or designee by July 30th of each Fiscal Year for the current Fiscal Year;

3. Contractor will submit a revised plan if County determines the plan to be inadequate or not meeting fidelity to the CLAS standards.
 - iii. Develop and assure compliance with administrative and human resource policy and procedural requirements to support the intentional outreach, hiring, and retention of a diverse workforce;
 - iv. Provide culturally sensitive service provision and staff support/supervision, including assurance of language access through availability of bilingual staff or interpreters and culturally appropriate evaluation, diagnosis, treatment and referral services.
- C. Cultural Competence Training:
- i. Contractor shall ensure that all staff members including direct service providers, medical staff, administrative/office support, recreation staff, and leadership complete at least one training in cultural competency per year.
 1. Contractor shall ensure that all staff members including direct service providers, medical staff, administrative/office support, recreation staff, and leadership complete at least one training in cultural competency per year. Contractor will maintain evidence, including sign in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving the mandatory annual Cultural Competency training. Contractor will submit evidence of staff training to Contract Manager biannually with the monthly reporting on January 15th and July 15th for the FY/s this contract covers.
- D. Participate in County and agency sponsored training programs to improve the quality of services to the diverse population Solano County.

8. QUALITY IMPROVEMENT ACTIVITIES

A. Informing Materials:

- i. Informing materials include Solano County Problem Resolution forms.
- ii. Contractor shall ensure that informing materials are printable and given to those requesting services within 5 business days.
- iii. Contractor shall ensure that Informing Materials are made available in County threshold language of Spanish, and alternative formats (audio and large font).

B. Problem Resolution:

- i. Contractor shall adopt and implement the County Health and Social Services Department, Behavioral Health Division's Problem Resolution process.
 1. The County Problem Resolution process includes Grievance, Appeal, and Expedited Appeals, as stipulated in County policy ADM141 Beneficiary Problem Resolution Process – Grievances, ADM142 Beneficiary Problem Resolution Process – Appeals, ADM143 Beneficiary Problem Resolution Process – Expedited Appeals, ADM132 Request to Change Service Provider, AAA210 Beneficiary Right of a Second Opinion, and MHSA Issue Resolution.

- a. Contractor is not a Medi-Cal provider under the Mental Health Plan and therefore the Appeal, Expedited Appeal Process, Request to Change Service Provider or Beneficiary Right of a Second Opinion processes do not apply to them.
- ii. Contractor duties regarding Problem Resolution include, but are not limited to, the following:
 - 1. Contractor shall post County notices and make available County forms and other materials informing beneficiaries of their right to file a grievance and appeal. Required materials include the following brochures: “Beneficiary Rights & Problem Resolution Guide”, “Compliment/Suggestion Form”, and the “Grievance Form”. Contractor shall aid beneficiaries in filing a grievance when requested and shall not retaliate in any manner against anyone who files a grievance.
 - 2. Contractor shall forward all Problem Resolution Process brochures written and completed by or on behalf of a beneficiary of the MHP to County Quality Improvement, immediately but no later than 24 hours from receipt, whether or not Contractor has resolved the problem.
 - 3. Contractor shall provide “reasonable assistance” to individuals completing problem resolution forms, such as providing interpreting services and free access to TTY/TTD services.
 - 4. 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.
 - 5. Contractor shall provide at no cost and sufficiently in advance of a resolution timeframe for appeals, information and the beneficiary may want to use to support the case, including parts of their medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Plan in connection with the appeal of adverse benefit determination.

C. 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:
 - 1. Contractor shall verbally notify County Quality Improvement immediately but not later than 4 hours after a serious incident;
 - 2. Contractor shall submit the SIR electronically to County Quality Improvement within 24 hours of the incident or sooner via Comply Track: website;

3. Contractor shall communicate directly with the County Quality Improvement designee, or the County Contract Manager or designee to provide any additional information needed regarding the reported incident;
4. Contractor and County Behavioral Health Administration/Quality Improvement shall discuss and develop recommendations to achieve more desired outcomes in the future. An Adverse Outcome meeting can be held in which the contractor may need to attend, in order to discuss the SIR, interventions and recommendations for policy/program improvement;
5. Data breaches or security incidents are required to be reported to both County Quality Improvement and County Health and Social Service Compliance Unit concurrently immediately upon discovery and no later than 24 hours.

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

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

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 Contract. Additionally, Contractor will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding beneficiaries receiving services, and other data relating to all matters covered by this Contract.

F. 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:
 1. Contractor will disclose the name of any person who holds an interest of 5% or more of any mortgage, deed of trust, not or other obligation secured by the Contractor to the County;
 2. Contractor will ensure all service providers receive a background check as a condition of employment as stringent as the County background policy requirements;

3. 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;
 4. 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.
- G. Contractor will ensure that all Contractor staff, including administrative, provider, and management staff, receives formal Compliance training on an annual basis.
- i. Contractor will provide evidence, including sign-in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving compliance training to County Contract Manager or designee annually by July 15th each Fiscal Year for the training the year prior.
- H. Physical Accessibility Requirements:
- i. Contractor must provide physical access, reasonable accommodations, and accessible equipment for beneficiaries with physical or mental disabilities.
 - ii. If there is a change to the physical accessibility of the contracted agency/individual, it must be reported to the County Contract Manager or designee.

9. CONFIDENTIALITY OF MENTAL HEALTH RECORDS

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

III. COUNTY RESPONSIBILITIES

1. Provide technical assistances in the form of phone consultations, site visits and meetings to provide clinical guidance and address challenges in the clinical program, implementation and/or performance of the Contract.
2. Provide feedback on performance measures objectives in a timely manner to seek a proactive solution.
3. Develop reporting forms not otherwise detailed in this Contract in coordination with Contractor.
4. Providing feedback on fiscal performance and process budget modifications and contract amendments as appropriate.
5. Make available electronically all policies and procedures referenced herein and inform the Contractor as policies are reviewed and updated so that the Contractor is aware of changes.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

- A. Upon submission of an invoice and a Solano County vendor claim by Contractor, and upon approval by County, County shall, in accordance with the "Contract Budget" attached to this Contract as Exhibit "B-1" and incorporated into this Contract by this reference, pay Contractor monthly in arrears for fees and expenses actually incurred the prior month, up to the maximum amount set forth in Section 3 of the Standard Contract. Monthly claims for payment should be submitted to County by the 15th day of the subsequent month.
- B. Claims submitted by Contractor must meet the criteria set forth in section E and be documented by a fiscal monitoring report (Exhibit B-2). 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 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. 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 the 13% of modified total direct costs, Contractor must provide the County with a cost allocation plan that clearly differentiates between direct and indirect costs. Contractor ensures that the same costs that have been treated as indirect costs have not been claimed or budgeted as direct costs, and that similar types of costs in like circumstances have been accounted for consistently. Contractor will provide this plan to County upon request. In the event that Contractor is unable to provide County with an acceptable cost allocation plan, County may disallow any indirect cost billed amounts

2. ACCOUNTING STANDARDS

- A. Contractor shall establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for organizations/governmental entities as described in Exhibit C – section 13C. 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. If Contractor provides services to multiple counties, it must use the Net Cost Method, reporting only the costs (activities) directly attributable to County.

D. Contract will establish a tracking and reporting system to distinguish between expenditures for direct services and expenditures for client 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 – Client Housing Support Expenditures Service
Function Code 71 – Client Housing Operating Expenditures Service Function
Code 72 – Client Flexible Support Expenditures Service Function Code 75 –
Non-Medi-Cal Capital Assets

Service Function Code 78 – Other Non-Medi-Cal Client Support Expenditures

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

5. FINANCIAL STATEMENTS AND AUDITS

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

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

6. 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. 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, Inc.]
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-1-1		
FY 2019/20		
Personnel	FTE	
Director, Regional Programs and Services	.1	8,011
Executive Director	.025	3,105
Program Coordinator	1	27,369
Program Director	2	61,478
Assistant Case Manager	1	19,277
Peer Case Manager	2	27,566
Peer Mentor	.5	9,450
Peer Counselor	4	66,720
Administrative Support	.1	1,320
Administrative Assistant	.5	11,529
Director of Services	.1	8,520
Job Developer	1	22,016
Executive Assistant	.1	7,455
Total		\$273,766
Fringe Benefits		\$73,917
Total Salary plus Benefits		\$347,683
Operational		
Licensed Clinical Supervision		5,000
General Contracted Services		3,708
Transportation/Travel		2,500
Staff Conference/Trainings		2,348
Equipment Rental		927
Rent: Office		78,410
IT Support		6,950
Telephone, Comm & Utilities		16,943
Office and Computer Supplies		5,382
Printing, Publication Postage		227
Insurance Expense		7,154
Agency Vehicle/Vehicle Insurance		7,230
Building Main. Supplies & Repairs		13,725
Consumer Food & Activities		38,308
Membership, Dues & Licensing		868
Total Operating Expenses		\$189,680
Indirect Costs	up to 13%	\$69,857
Total Contract Amount		\$607,220

EXHIBIT B-1-1		
FY 2020/21		
Personnel	FTE	
Administrative Assistant	0.5	21,321
Executive Assistant	0.1	7,725
Executive Director	0.05	7,725
Director of Services	0.1	11,227
Program Director	2	147,546
Peer Counselors	4	119,974
Job Developer	1	46,350
Peer Case Manager	2	68,557
Total Salaries	9.75	\$430,425
Fringe (27%)		116,215
Total Salary plus Benefits		\$546,640
Operational		
Licensed Clinical Supervision		5,000
Staff Hiring Expense		800
Transportation/Travel		4,666
Staff Conference/Trainings		6,134
Equipment Rental		1,800
Rent: Office		110,000
IT Support		10,000
Telephone, Comm & Utilities		30,690
Supplies - office, computer, kitchen, etc.		10,000
Printing, Publication Postage		600
Insurance Expense		4,000
Agency Vehicle/Vehicle Insurance		7,800
Building Main. Supplies & Repairs		15,000
Consumer, Food & Activities		76,640
Membership, Dues & Licensing		1,000
		\$284,130
Indirect Costs	up to 13%	\$108,000
Total Contract Amount		\$938,770