**EXHIBIT A**

**SCOPE OF WORK**

1. **PROGRAM DESCRIPTION**

TO BE NEGOTIATED

1. **CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:**
2. **PROGRAM SPECIFIC ACTIVITIES**
	1. TO BE NEGOTIATED
3. **GENERAL ACTIVITIES**

While providing the specific activities, Contractor agrees to:

* 1. 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.
	2. 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.
	3. 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.
	4. Maintain documentation/charting according to industry standards and strengths-based best practices. For all beneficiaries entered into the Solano County MHP electronic health record, Contractor shall adhere to documentation standards set forth by the MHP in accordance with Solano Behavioral Health trainings, practices and documentation manuals.
	5. Ensure that direct clinical services are provided by licensed, registered or waivered clinicians or trained support counselors or peer specialists.
		1. Assessment activities and clinical treatment services (i.e., 1:1 therapy, family therapy, and group psychotherapy) can only be provided by licensed or registered clinicians.
		2. “Other Qualified Providers”, such as mental health specialist level staff or peer specialists, are authorized to bill for Medi-Cal reimbursable mental health services, such as targeted case management, rehabilitative services, collateral, or plan development.
		3. If Contractor employs staff with less education than a BA in a mental health or social work field, and less experience than 2 years in a mental health related field, the Contractor will provide and document training around any service activity for which the staff will be providing.
	6. Supervise unlicensed staff in accordance with Medi-Cal and the applicable California State Board guidelines and regulations.
	7. Utilize clinical outcome measures and level of care assignment tools prescribed by the County. Such measure and tools will remain in effect until County officially notifies Contractor of a change in practice. Contractor will work with County MHP Quality Improvement when implementing additional measures. County required measures include, but are not limited to:
		1. Adult Needs and Strengths Assessment (ANSA) – Beneficiaries ages 21+
		2. Child and Adolescent Needs and Strengths (CANS) – Beneficiaries age 0-20
		3. Pediatric Symptom Checklist (PSC-35) – Caregiver of beneficiaries 3-18
		4. Additional or replacement measures as allowed or determined by the County MHP.
	8. 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.
	9. 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.
	10. 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.
	11. MHSA-funded programs must participate in the quarterly MHSA Partner meeting, specific MHSA stakeholder planning meetings, etc
1. **PERFORMANCE MEASURES**
2. TO BE NEGOTIATED
3. **REPORTING REQUIREMENTS**
	1. Contractor will collect, compile and submit monthly agreed upon contract deliverables and client demographic data by the 15th of each month unless granted an extension by the County Contract Manager or designee and be responsible for the following:
		1. Submit the monthly Service Delivery Reporting Form, which includes:
			1. Number of unduplicated individuals served;
			2. Qualitative outcomes agreed upon in this contract;
			3. Unduplicated count of beneficiaries served in each program activity.
		2. 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.
	2. Contractor will prepare an annual narrative of program activities, submitted by July 15th of each contract year. The following information will be included:
		1. Overall program outcome tools used to capture impact of services for consumers or participants served;
		2. Overall program milestones/successes and challenges/barriers;
		3. Program efforts to address cultural and linguistic needs of service recipients;
		4. A program success story.
4. **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 meeting as scheduled by the County.

1. **PATIENT RIGHTS**
	1. 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 statues 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.
	2. Freedom of Choice: County shall inform individuals receiving mental health services, including patients or guardians of children/adolescents, verbally or in writing that:
		1. Acceptance and participation in the mental health system is voluntary and shall not be considered a prerequisite for access to other community services;
		2. 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.
2. **CULTURAL & LINGUISTIC RESPONSIVITY**

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

* 1. 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.
	2. Agencies which provide mental health services to Medi-Cal beneficiaries under Contract with Solano County are required to participate as requested in the development and implementation of specific Solano County Cultural Responsivity Plan provisions. Accordingly, Contractor agrees at minimum:
		1. 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 the following link <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53> .
		2. 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 QI Unit 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 Quality Improvement 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;
		3. Develop and assure compliance with administrative and human resource policy and procedural requirements to support the intentional outreach, hiring, and retention of a diverse workforce;
		4. Provide culturally sensitive service provision and staff support/supervision, including assurance of language access through availability of bilingual staff or interpreters and culturally appropriate evaluation, diagnosis, treatment and referral services.
	3. Provision of services in Preferred Language:
		1. Contractor shall provide services in the preferred language of the beneficiary and/or family member with the intent to provide linguistically appropriate mental health services per ACA 1557 45 CFR 92, nondiscrimination in healthcare programs. This may include American Sign Language (ASL). This can be accomplished by a bilingual clinician or the assistance of an interpreter. The interpreter may not be a family member unless the beneficiary or family expressly refuses the interpreter provided;
		2. Contractor shall ensure that all staff members are trained on how to access interpreter services;
		3. Contractor will provide informational materials as required by Section 9.D below, legal forms and clinical documents that the beneficiary or family member may review and/or sign shall be provided in the beneficiary/family member’s preferred language whenever possible;
		4. Contractor shall at a minimum provide translation of written informing materials and treatment plans in the County’s threshold language of Spanish as needed for beneficiaries and/or family members.
	4. Cultural Competence Training:
		1. Contractor shall ensure that all staff members including direct service providers, medical staff, administrative/office support, recreation staff, and leadership complete at least one training in cultural competency per year.
			1. On a monthly basis, Contractor shall provide County Quality Improvement with an updated list of all staff and indicate the most date of completing Solano MHP approved Cultural Competence Training. Evidence, including sign-in sheets based on organizational charts, of Contractor staff receiving Cultural Competence training, should also be provided to County Quality Improvement at that time.
		2. Contractor shall ensure that interpretation services utilized for communications or treatment purposes are provided by interpreters who receive regular cultural competence and linguistic appropriate training. Training specifically used in the mental health field is recommended.
	5. Participate in County and agency sponsored training programs to improve the quality of services to the diverse population Solano County.
1. **QUALITY IMPROVEMENT ACTIVITIES**
	1. Medi-Cal Certification:
		1. If the Contractor has Medi-Cal claiming programs, then Contractor will meet and maintain standards outlined on the most up-to-date DHCS Certification Protocols, as well as any standards added by the County through the most recent Behavioral Health Division policy;
		2. Contractor shall inform County of any changes in Contractor status, including changes to ownership, site location, organizational and/or corporate structure, program scope and/or services provided, Clinical Head of Service.
	2. Contractor will communicate any such changes within 60 days to County Improvement, utilizing the most up-to-date version of the *Solano County Behavioral Health Division Medi-Cal Certification Update Form*, Staff Credentialing:
		1. Contractor shall adhere to credentialing and re-credentialing requirements as stipulated in Department of Health Care Services MHSUDS Information Notice 18-019;
		2. All Contractor staff providing services that are entered into the County billing and information system must have the staff names and other required information communicated to County Quality Improvement using County Staff Master form;
		3. Contractor shall provide County MHP Quality Improvement with a monthly updated list of Contractor staff by the date provided by the MHP Quality Improvement;
		4. Contractor shall not employ or subcontract with any provider excluded from participation in Federal health care programs;
		5. Contractor shall notify County Quality Improvement when a staff provider will be terminating and shall demonstrate a good faith effort to notify in writing all individuals who were actively receiving services of the termination within 15 calendar days of receiving the terminations notice from the staff.
	3. Access:
		1. Contractor must have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries. If Contractor only serves Medi-Cal beneficiaries, Contractor must provide hours of operation comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the contract or another Mental Health Plan;
		2. Contractor must meet the state standards for timely access to care and services, taking into account the urgency of need for services. If there is a failure to comply with timely access requirements, corrective action can and will take place;
			1. Contractor will ensure that upon receiving written referral or request for service, Contractor will contact beneficiary within 1-2 business days;
			2. For urgent service requests, Contractor will offer an assessment appointment that is 3 business days from date of service request from Solano MHP;
			3. For routine service appointments, Contractor will contact beneficiary within 3-5 business days and offer an assessment appointment within 10 business days from the date of service request form Solano MHS. In the even that this timeline cannot be met:
				1. Contractor will notify the appointed County Contract Manager or the County designee within one business day for Urgent referrals and within two business days for Routine referrals;
				2. For beneficiaries with Medi-Cal insurance who are not offered an assessment appointment within 10 business days, a Notice of Adverse Benefit Determination will be completed and sent to the beneficiary and County Quality Improvement in accordance with Solano MHSA guidelines.
			4. If Contractor provides psychiatric medication services, Psychiatry appointments (for both adult and children/youth) must be offered to Medi-Cal beneficiaries within 15 business days from the day the beneficiary or provider acting on behalf of the beneficiary, requests a referral for a medically necessary service. Appointment data must be recorded, tracked and submitted to the County Quality Improvement Unit monthly.
		3. If Contractor acts as a “point of access” for Solano MHP, the Contractor will utilize the County’s electronic health record “Access Screening and Referral” form to screen all new beneficiaries requesting services directly from the Contractor.
		4. Contractor will provide staff to work with County Quality Improvement to make multiple (no less than four) test calls for the County businesses and after-hours access telephone line, during one month per fiscal year.
		5. Contractor will monitor internally the Contractor’s timeliness in terms of responding to requests for service, as indicated above in the “Access” section of this contract. Contractor will review timeliness with County Contract Manager, or designee on a regular basis. Failure to demonstrate consistent adherence to these timeliness standards may result in an official Plan of Correction being issued to the Contractor.
	4. Informing Materials:
		1. Informing materials include Solano County MHP Guide to Mental Health Services, Provider Directory, Problem Resolution forms, notices of service denial or termination.
		2. Contractor shall ensure that informing materials are printable and given to those requesting services within 5 business days.
		3. Contractor shall ensure that Informing Materials are made available in County threshold language of Spanish, and alternative formats (audio and large font).
		4. Contractor shall provide written taglines communicating the availability of written translations or oral interpretation in specific other languages.
			1. A hardcopy page of taglines in all prevalent non-English languages in the State of California, as provided by County MHP Quality Improvement, must be attached to all written materials provided to those requesting services.
			2. A hard-copy page of taglines must also be available in large print (font no smaller than 18 pt.) for those with visual impairments.
	5. Notice of Adverse Benefit Determination:
		1. Contractor shall provide an individual requesting services with a Notice of Adverse Benefit Determination (NOABD) [formerly referred to as NOA-A and NOA-E], per County MHP’s Policy and Procedure AAA201 Notices of Adverse Benefits Determination Requirements under the following circumstances:
			1. The denial, limited authorization, or modification of a requested service, including determinations based on the type or level of service, based on the type or level of service requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit;
			2. The failure to provide services in a timely manner (within 10 business days from point of access to initial assessment);
			3. The denial of a beneficiary’s request to dispute financial liability, including cost sharing and other beneficiary financial liabilities.
	6. Contractor shall maintain medical records in such a manner that all required documentation for every beneficiary is stored in a secure medical record. Additionally, documentation will be completed with an emphasis on both timeliness and clinical accuracy, in order to establish medical necessity for all specialty mental health services provided by the Contractor, as outlined in Solano County Behavioral Health Quality Improvement documentation trainings and manual.
		1. Only one assessment and treatment plan covering the service authorization period is necessary to justify medical necessity for services. If another program is the Primary Service Coordinator and has completed and assessment and treatment plan, Contractor will utilize the already completed documentation to establish medical necessity for treatment or complete a brief update to any area in need of supplemental information.
		2. Required documentation includes, but is not limited to, the following:
			1. Informing Materials;
			2. Clinical Behavioral Health Assessment;
			3. Beneficiary Treatment Plan;
			4. Service Authorization;
			5. General Consent for Treatment;
			6. Medication Consent;
			7. Authorizations to Release Medical Records;
			8. Acknowledgement of Receipt of Notice of Privacy Practices;
			9. Notices of Action (if applicable, must be sent to Quality Improvement within 5 business days).
	7. Concurrent Review:
		1. Contractor shall coordinate with County Quality Improvement, when requesting service authorization for a client, to provide an Assessment, Beneficiary Treatment Plan, Service Authorization, and any other relevant documents deemed necessary by County prior to authorizing services.
		2. Contractor will respond to County Quality Improvement’s request for clinically amended documentation and resubmit documentation within 5 business days of receiving County’s request.
	8. Problem Resolution:
		1. 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 include 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 Mental Health Services Act Issues.*
		2. 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”, “Appeal Form”, “Compliment/Suggestion Form”, “Grievance Form”, and the “Request to Change Service Provider”. 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.
	9. Serious Incident Reports (SIRs):
		1. 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 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.
	10. Contractor Quality Improvement Process:
		1. Contractor will establish and maintain an internal agency quality improvement and quality assurance process, including but not limited to the following:
			1. Internal Quality Improvement Work Plan – the plan will set goals around Access, Timeliness, 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 Quality Improvement by July 30th of each Fiscal Year for the current Fiscal Year. Contractor will submit a revised plan if County determines the plan to be inadequate;
			2. Internal review of Assessments/Plans – Contractor will internally review at least 25% of all Assessments and Treatment plans. A quarterly report will be sent to County Quality Improvement;
			3. Internal review of provider progress notes – Contractor will internally review at least 10% of every provider’s progress notes. A quarterly report will be sent to County Quality Improvement;
			4. Monitoring safety and effectiveness of medication practices – if Contractor provides medication services, Contractor will establish official policy for monitoring medication practices, including operating a Medication Prescriber peer review process. Contractor policy will specifically address procedures Contractor utilizes to monitor prescribing to children and youth.
	11. Quality Improvement Committee:
		1. Contractor will provide a representative to participate in County quarterly Quality Improvement Committees.
		2. If Contractor’s place of business is not located within Solano County boundaries, Contractor’s representative may request to participate remotely via conference call and/or or web-based interface.
	12. Annual County review of Contractor service delivery site and chart audit:
		1. County will engage in a site and chart review annually, consistent with practices outlined in the most up-to-date- version of the County *Mental Health Utilization Review Handbook*;
		2. Contractor will provide all requested medical records and an adequate, private space in which for County staff to conduct the site review and chart audit;
		3. If Contractor operates a fee-for-services 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;
		4. 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.
	13. Compliance Investigations:
		1. 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.
	14. Service Verification:
		1. Contractor will submit an executed copy of Contractor Service Verification Policy once created and will provide County a copy of Contractor’s revised policy any time policy is revised/updated;
		2. Contractor policy will contain measures as strict or stricter than the current County policy QI620 Service Verification Requirements;
		3. Contractor will provide evidence of following policy to Quality Improvement Service Verification Coordinator at intervals during the fiscal year as stipulated by County policy QI620.
	15. Conflict of Interest – Expanded Behavioral Health Contract Requirements:
		1. 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.
	16. Contractor will ensure that all Contractor staff, including administrative, provider, and management staff, receive formal Compliance training on an annual basis.
		1. 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 Quality Improvement annually by July 15th each Fiscal Year for the training the year prior.
	17. Performance Data (1915b Waiver Special Terms and Conditions):
		1. Contractor will provide County with any data required for meeting 1915b Waiver Special Terms and Conditions requirements communicated by California DHCS, within the timeline required by DHCS.
	18. Utilization Management:
		1. Contractor will work with the County Contract Manager to monitor the following Contractor efforts:
			1. Expected capacity to serve Medi-Cal Eligible beneficiaries;
			2. Expected service utilization;
			3. Number and types of providers needed in terms of training, experience and specialization;
			4. Number of Contractor providers not accepting new clients;
			5. Geographical location to beneficiaries in terms of distance, travel time, means of transportation typically used by beneficiaries, and physical access for disabled beneficiaries;
			6. Contractor ability to communicate with limited English proficient beneficiaries in their preferred language;
			7. Contractor’s ability to ensure: physical access; reasonable accommodations; culturally competent communications; accessible equipment for beneficiaries with physical or mental disabilities;
			8. Available triage lines or screening systems;
			9. Use of telemedicine or other technological solutions, if applicable.
		2. Additional areas of monitoring include:
			1. Blocked billing due to missing treatment plans or MH diagnosis that results in lost revenue.
	19. CANS and PSC-35 Performance Outcome Measures:
		1. Adult and Transitional Aged Youth (TAY) Services Providers:
			1. Adult Needs & Strengths Assessment (ANSA) measures shall be used with all County beneficiaries 21 years and older. The Child Adolescent Needs & Strengths (CANS) measure shall be administered to all beneficiaries ages 18-20 years. Pediatric Symptom Checklist (PSC-35) shall be provided to the caregiver of any 18-year-old who authorizes the caregiver to participate in the treatment process.
		2. Child and Adolescent Services Providers:
			1. Child Adolescent Needs & Strengths (CANS) measures shall be used with all County beneficiaries 0-17 years old. Pediatric Symptom Checklist (PSC-35) shall be provided to the caregiver of any beneficiaries 3-17 years old.
		3. Only one set of measures shall be completed at each required interval per beneficiary. The Primary Service Coordinator will administer the measures.
		4. When actin as the Primary Service Coordinator, Contractor shall administer these measures at the required intervals of initial assessment, every 6 months thereafter, and at discharge from treatment.
		5. Primary Service Coordinators and Treatment planning teams shall use CANS/ANSA assessment data to determine treatment progress, areas of treatment focus and support continued need for treatment or for treatment reduction or discharge.
		6. Contractor shall manually data enter or submit a data upload of CANS and PSC-35 data monthly by the deadline established by County MHP Quality Improvement.
	20. Network Adequacy Certification:
		1. Contractor must submit network adequacy data to the County on a quarterly basis, in a manner and format determined by the County, by or before deadlines officially communicated to the Contractor by County Quality Improvement Unit.
		2. Contractor will maintain and monitor a network of appropriate providers that is sufficient to provide adequate access to all services covered by this contract, per California MHSUDS Information Notice 18-011 (dated February 13, 2018).
	21. Provider Directory:
		1. Contractor will ensure that Contractor’s Provider Directory captures various elements about their providers, including their license number and type, NPI, language(s), cultural capabilities, specialty, services, if the provider is accepting new beneficiaries, and any group affiliations.
		2. Contractor will also ensure that the Provider Directory captures basic information about the facility where the provider serves beneficiaries to include address, telephone number, email address, website URL, hours of operation, and whether the providers’ facility is accessible to persons with disabilities.
		3. Any changes to the Provider Directory must be reported to the County monthly per MHSUDS Info. Notice No. 18-020 (dated April 24, 2018) – Federal Provider Directory Requirements for Mental Health Plans (MHPs).
	22. Physical Accessibility Requirements:
		1. Contractor must provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities.
		2. County Quality Improvement will provide Physical Accessibility ratings for Contractor’s facilities/offices during Medi-Cal certification site visits. Contractor’s facilities/offices will be rated as having “Basic” or “Limited” accessibility for seniors and persons with disabilities.
			1. “Basic” access is granted when the facility/office demonstrates access for the members with disabilities to parking, interior and exterior building, elevator, treatment/interview rooms, and restrooms.
			2. “Limited” accessibility is granted when the facility/office demonstrates access for a member with a disability are missing or incomplete in on or more features for parking, building, elevator, treatment/interview rooms, and restrooms.
			3. If Contractor’s facility/offices are given a “Limited” rating, a Plan of Correction will be issued.
		3. If there is a change to the physical accessibility of the contracted agency/individual, it must be reported to the County via the County’s MHP monthly Provider Directory update process.
	23. Language Line Utilization:
		1. Contracted agencies/individual must submit language line utilization data monthly detailing use of interpretation services for beneficiaries’ face-to-face and telephonic encounters.
		2. Language line utilization data submission should include (for each service encounter that required language line services):
			1. The reporting period;
			2. The total number of encounters requiring language line services;
			3. The language utilized during the encounter requiring language line services;
			4. The reason services were not provided by a bilingual provider/staff or via face-to-face interpretation.
		3. Language line utilization data must be submitted to and as requested by County MHP Quality Improvement, using the template provided by the County MHP Quality Improvement and following the instructions contained on the reporting tool.
	24. Program Integrity:
		1. Contractor shall ensure that contracted providers are enrolled through the State’s Provider Enrollment process, following all requirements within Department of Health Care Services MHSUDS Information Notice 17-027.
		2. Contractor must have a mechanism in place to report to the County when it has received an overpayment, to return the overpayment to the County within 45 calendar days after the date of the overpayment was identified, and to notify the MHP in writing of the reason for the overpayment.
2. **CONFIDENTIALITY OF MENTAL HEALTH RECORDS**
	1. 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.
	2. 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.
	3. 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.
3. **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 training and technical assistance on the use of the Netsmart Avatar electronic health record system (only if vendor will be entering services into Avatar);
	3. Provide feedback on performance measures objectives and fiscal expenditures in a timely manner to seek a proactive solution;
	4. Provide tools and training support for the implementation of the ACT model to fidelity;
	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**

In consideration of Contractor’s satisfactory performance in providing the medically necessary Medi-Cal services described in Exhibit A, the maximum amount County agrees to compensate Contractor shall not exceed the maximum amount provided for in Section 3 of the Standard Contract, payable in accordance with the State Department of Health Care Services Medi-Cal Billing regulations and Cost report procedures and the following:

**1. COMPENSATION**

1. County shall compensate Contractor based on:
	1. the actual number of clients authorized by the County and served by Contractor,
	2. the actual number of service units Contractor provides each client, and
	3. the interim rate(s) set forth in Exhibit B-1 attached to this Contract and incorporated by this reference.

If County determines that an increase or decrease in the rates set forth in Exhibit B-1 is warranted, County shall inform Contractor in writing of the proposed rate change and the method used to determine the amount of the change and such change will be reflected in a modified Exhibit B-1 to this Contract. The rate(s) shall not be increased/decreased unless both parties execute a written amendment to the Contract pursuant to the requirements set forth in Section 27 of Exhibit C.

1. Contractor understands and agrees that the County will only make payments to the Contractor for Medi-Cal units of service as set forth in Exhibit B-1.
2. Contractor shall have the obligation and responsibility to determine revenue sources available to offset County reimbursement for the cost of treatment services rendered pursuant to this Contract. Such revenues shall include, but are not limited to, patient fees, patient insurance, Medicare, and other third party payers. Determination of patient eligibility for Medicare and other third party payers is the responsibility of the Contractor. County does not assume responsibility for such certification procedures.
3. Contractor will determine Medi-Cal eligibility at initial intake and each month afterward. Contractor will collect other health coverage information for insurance other than Medi-Cal. Contractor will provide County with Medi-Cal, Medicare, and other health coverage information on a Payer Financial Information (PFI) form including a copy of the Medi-Cal Eligibility Response page and copies of any other health coverage insurance cards. Contractor will provide County with a new PFI each time a client has any change in insurance, name, social security number, Client Identification Number (CIN), Medi-Cal eligibility or address.
4. In no event is County obligated to pay Contractor for any services provided that cannot

be billed to Medi-Cal, Medicare, or other health coverage due to the fault of the Contractor, for reasons including but not limited to, missing or late treatment plans as identified on the Avatar 169A report, missing diagnoses as identified on the Avatar 169B reports, or Contractor failing to provide current insurance information to County by means of a PFI form including any client information necessary for billing. Contractor must reimburse County for all costs that County cannot bill due to the fault of the Contractor, within 30 days of notification of the Contractor by the County.

1. In no event is County obligated to pay Contractor for any services provided to Medi-Cal clients which have been denied, disallowed or refused as payment for services by State or Federal authorities. Contractor must reimburse County for all disallowed costs that may have been paid to the Contractor, within 30 days of notification of the Contractor by the County.
2. In conformity with Federal and State rules and regulations applicable to the reporting of revenues, Contractor shall deduct from the gross cost of reimbursable services the amount of payments received from or on behalf of the patients for which services were rendered by Contractor pursuant to this contract.  Amounts of claims or bills against other revenue sources which remain unpaid because the third-party payer finds such claims or bills to have been submitted by Contractor in an untimely, improper, or incomplete manner shall be deducted from gross cost in determining the amount to be claimed for reimbursement from County, if County concurs with the decision affected by such third-party payer.
3. **Accounting Standards**
4. Contractor shall establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for organizations/governmental entities as described in Exhibit C – section 13C.

B. Contractor’s cost allocation method must be supported by a cost allocation plan with a quantifiable methodology validating the basis for paying such expenditures. The cost allocation plan should be prepared according to the Department of Health Care Services (DHCS) and cost report procedures.

1. 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. SUBMISSION OF INVOICES**

1. Contractor will submit a Solano County vendor claim and invoices with adequate supporting documentation as to services provided no later than sixty (60) days after the last day of the month in which those services were provided.
2. Payment of invoices is subject to County’s approval. Before approving invoices, County will reconcile the supporting documentation with services in Avatar. Documentation not accurately reconciled to the services in Avatar will be adjusted by County or returned to Contractor for correction and resubmission. County will provide Contractor access to Solano County Avatar at Contractor’s own cost.
3. 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 while 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.

**4.** **SUBMISSION OF COST REPORT**

1. County will, at its discretion, schedule a cost report briefing each fiscal year. Contractor will submit its cost report and all supporting documentation 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.
2. 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 because of delay in payment caused by Contractor’s failure to submit an appropriate cost report.
3. If Contractor’s costs are settled with the Department of Health and Social Services below the Interim Rates set forth in Exhibit B-1, Contractor agrees to reimburse the County for any overpayments as a result of the difference between the Interim Rates set forth in Exhibit B-1 and the settlement rate established by the Cost Report. Criteria for cost settling with the Contractor for any underpayments as a result of the difference between the Interim Rates set forth in Exhibit B-1 and the settlement rate established by the Cost Report will be established pending revenue generation expectations and performance outcomes for Contractor. If revenue expectations are met and cost report and supporting documentation are accurate, timely, and complete, costs may be settled to the lower of actual costs or Contractor’s published charges up to the maximum amount of the Contract which may be increased, by written amendment, pending the results of the state cost settlement subject to the availability of State and County funding.
4. If Contractor provides services to multiple counties, it must use the, reporting only the costs (activities) directly attributable to Solano 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.

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

TO BE NEGOTIATED

**EXHIBIT B-1**

**BILLING RATE**

**JULY 1, 2020 – JUNE 30, 2021**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Avatar Service Code** | **Mode** | **Service Function Code** | **Description** | **Interim Contract Rate** **FY 19-20** | **Unit of Service** |
| 90791 | 15 | 30 | Assessment | TBD | per minute |
| 90882 | 15 | 01 | Brokerage & Placement  | TBD | per minute  |
| T1017 | 15 | 01 | TCM (Targeted Case Management) | TBD | per minute |
| MHSVLOCK  | 15 | 00 | MH Service Provided in Lockout Setting  | TBD | per minute  |
| CLTCAN | 15 | 00 | Client Cancellation | TBD | per minute |
| NOSHOW | 15 | 00 | Client No Show | TBD | per minute |
| PROVCAN | 15 | 00 | Clinician Cancellation | TBD | per minute |
| 90887I | 15 | 10 | Collateral | TBD | per minute |
| 90887G | 15 | 10 | Collateral Group | TBD | per minute |
| H2011 | 15 | 70 | Crisis Intervention Service  | TBD | per minute |
| 90847 | 15 | 40 | Family Therapy- w/ client  | TBD | per minute |
| 90853 | 15 | 50 | Group Psychotherapy  | TBD | per minute |
| H2017G | 15 | 50 | Group Rehabilitation  | TBD | per minute |
| H2015 | 15 | 40 | Individual Therapy  | TBD | per minute |
| H2017I | 15 | 40 | Individual Rehab | TBD | per minute |
| T1017ICC | 15 | 07 | Intensive Case Coordination (ICC) | TBD | per minute |
| H2015IHBS | 15 | 57 | Intensive Home-Based Services (IHBS) | TBD | per minute |
| MEDEVAL | 15 | 60 | Medication Evaluation | TBD | per minute |
| MEDREFILL | 15 | 60 | Medication Refills  | TBD | per minute |
| H2010 | 15 | 60 | Comprehensive Medication Service | TBD | per minute |
| 99499 | 15 | 00 | Non-Billable Service | TBD | per minute |
| H0032 | 15 | 40 | Plan Development  | TBD | per minute |

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

1. **Closing out**
	1. 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.
	2. 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.
	3. 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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **Insurance**

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

 B. Minimum Scope of Insurance

Coverage must be at least as broad as:

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

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

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

 C. Minimum Limits of Insurance

 Contractor must maintain limits no less than:

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

 D. Additional Insurance Coverage

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

|  |  |  |
| --- | --- | --- |
| (1) Cyber Liability: | **$1,000,000** | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
| (2) Professional Liability:  | **$2,000,000** | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract. |

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

 F. Deductibles and Self-Insured Retentions

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

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

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

 G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

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

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

(2) If Contractor’s services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coveragefor 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 endorsementseffecting 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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **Responsibilities of Contractor**

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

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

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

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

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

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

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

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

1. **Compliance with Law**
	1. 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.
	2. 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.

1. **Confidentiality**

 A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

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

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

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

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

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **County’s Obligation Subject to Availability of Funds**

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

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

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

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

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

1. 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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **Faith Based Organizations**

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

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

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

1. **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.

1. **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.

1. **Disbarment or Suspension of Contractor**
	1. 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 has been 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.
	2. 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 Contractor’s payment.

1. **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.

1. **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.

1. **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 $309,209.

1. **Drug Free Workplace**

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

1. **CHILD/ADULT ABUSE**

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

1. **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.