



**County of Solano
Contract Review Worksheet**

Contract Number:
(Dept., Division, FY, #)
Authority:
 Dept Head Execute
 CAO Execute
 BOS Approval Required

NOTE: Please review all instructions on the back of this worksheet before you begin processing.

1. Department/Division: PROBATION		2. Date: 04 / 11 / 2025									
3. Contract Administrator: Sadao Holman		4. Phone Ext: 7657									
5. Contract Attributes:		<input checked="" type="checkbox"/> Original <input type="checkbox"/> Expenditure <input type="checkbox"/> Sole Source Contract? <input type="checkbox"/> Revenue <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Bid/RFP Required? <input checked="" type="checkbox"/> Personal/Professional Svcs <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Purchase of Goods <input type="checkbox"/> Lease <input type="checkbox"/> Construction <input type="checkbox"/> Other	<input type="checkbox"/> Amendment/Change Order Amendment/Change Order Number: Contract No: Date: / /								
		Bid/RFP No: Date: / /	Please attach copy of Bid/RFP or justification. Please attach copies of original/amendments.								
6. Description of Contract: Aldea will provide Substance Use Disorder Services for youth and young adults at Juvenile Detention Facility and Youth Achievement Center.											
7. Name of Contractor: ALDEA		8. EIN: - - - - -	SSN: - - - - -								
9. Is Contractor a California Public Pension Plan Retiree? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes: Name of Public Pension Plan: Date of Retirement:											
10. Does Contractor have a personal relationship in a direct line of supervision in your Department? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, please describe relationship:											
11. Has County contracted with Contractor previously during this fiscal year? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Please list County department if other than the department listed on number 1 above. H&SS											
12. Effective Date: Original Contract: 07 / 01 / 2025 This amendment:		13. Termination Date: 06 / 30 / 2026 By this amendment:									
14. Contract Budget: Original Contract Amount: \$ 300,000 Total of Previous Amendments: \$ Current Amendment: \$ Total Amount of Contract \$ 300,000		15. Payment Terms: <table border="1"> <tr> <td><input type="checkbox"/> Prepaid</td> <td><input checked="" type="checkbox"/> Arrears</td> </tr> <tr> <td><input type="checkbox"/> Monthly</td> <td><input type="checkbox"/> Quarterly</td> </tr> <tr> <td><input type="checkbox"/> Quarterly</td> <td><input type="checkbox"/> Progress</td> </tr> <tr> <td><input type="checkbox"/> Progress</td> <td><input type="checkbox"/> Other</td> </tr> </table>	<input type="checkbox"/> Prepaid	<input checked="" type="checkbox"/> Arrears	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Progress	<input type="checkbox"/> Progress	<input type="checkbox"/> Other	16. Source of Funds: <input checked="" type="checkbox"/> Fed/State Grant <input type="checkbox"/> Fed/State Funding <input type="checkbox"/> County Specify: JJCPA Fed Catalog No: State Legislation: AB/SB
<input type="checkbox"/> Prepaid	<input checked="" type="checkbox"/> Arrears										
<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly										
<input type="checkbox"/> Quarterly	<input type="checkbox"/> Progress										
<input type="checkbox"/> Progress	<input type="checkbox"/> Other										
17. Fund: 900 Budget Unit: 6707 Sub-object: 2245		18. Current Appropriation Sufficient? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO									
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 06 / 30 / 2025											
20. Remarks											
21. Signature Route:  Department Contract Administrator		4/11/2025 Dated	 County Counsel  CAO Analyst								
			APR 11 2025 Dated								
HR Analyst (for Contract Employees) or Risk Mgmt (for insurance changes) if applicable		Dated									
			Dated								



County of Solano Standard Contract

CONTRACT NUMBER:
(Dept. Division FY II)

BUDGET ACCOUNT:

SUBOBJECT ACCOUNT:

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

ALDEA

CONTRACTOR'S NAME

2. The Term of this Contract is:

July 1, 2025 – June 30, 2026

3. The maximum amount of this Contract is:

\$300,000.00

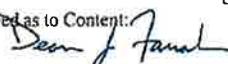
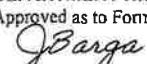
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on **July 1, 2025**.

CONTRACTOR	COUNTY OF SOLANO
ALDEA CONTRACTOR'S NAME  Kerry Ahearn (Apr 11, 2025 08:11 PDT) SIGNATURE	 William Emlen (Jun 20, 2025 14:34 PDT) AUTHORIZED SIGNATURE DATED BILL EMLEN COUNTY ADMINISTRATOR TITLE 475 UNION AVENUE ADDRESS FAIRFIELD CA 94533 CITY STATE ZIP CODE Approved as to Content:  DEPARTMENT HEAD OR DESIGNEE Approved as to Form:  COUNTY COUNSEL
Kerry Ahearn PRINTED NAME Chief Executive Officer TITLE 2310 First Street ADDRESS Napa CA 94558 CITY STATE ZIP CODE	

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

I. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

- a) CONTRACTOR (“Aldea”) shall provide, through its Behavioral Health Services (“BHS”) division, Substance Use Disorder Services (“SUDS”) and pro-social life skills development supports to youth referred by COUNTY’s Probation Department (“Probation”). Services to be provided by Contractor under this agreement include a structured program inclusive of assessment, individual treatment, group treatment, and recovery/aftercare, designed to provide individualized treatment for youth and young adults with substance use disorders, and counseling supports to facilitate pro-social life skills development.
- b) Contractor shall provide services at Aldea clinic locations and via telehealth, within community locations, within the Solano County Juvenile Detention Facility (“JDF”), and at the Solano County Youth Achievement Center (“YAC”) locations, and at a dosage that is supported by clinical needs and client amenability. Aldea will utilize a clinically appropriate selection of modalities and curricula, shown to increase skills and positive outcomes for youth while decreasing emotional and behavioral symptoms and risk for harm. Evidence-based and empirically supported treatment models and/or curricula utilized within the continuum of services may include but shall not be limited to: Living in Balance, Motivational Interviewing, Stages of Change, Matrix Model, Interactive Journaling, Cognitive Behavioral Interventions for Substance Abuse (CBI-SA), Moral Reconation Therapy (MRT), and NCTI cognitive behavior change programming. Service activities may include, but shall not be limited to, assessment, plan development, therapy, case management/resource navigation, rehabilitation, and collateral. CONTRACTOR employs urinalysis and provides fentanyl test strips and Naloxone as a component of managing individual treatment and reducing harm.
- c) Substance use disorder treatment services for clients with medical necessity for SUDS treatment will be offered in compliance with all federal, state, and local laws and will be provided consistent with regulations established by the Department of Healthcare Services. Services will be provided by properly credentialed staff and supervised in accordance with the standards set out by the California Board of Behavioral Sciences (BBS), California Consortium of Addiction Programs and Professionals (CCAPP), California Association of DUI Treatment Programs (CADTP), and California Association of Alcohol Drug Educators (CAADE).
- d) Contractor will develop an individualized plan of care for each client served which may include:
 - Recovery programming
 - Drug and alcohol education, including risk reduction strategies
 - Health education

- Life skills coaching
- Resource assistance
- Group counseling
- Individual and family counseling as indicated, for clients with a Substance Use Disorder (SUD)

Client treatment will focus on:

- reducing and managing symptoms and distress,
- improving individuals' ability to achieve success in independent roles through appropriate education and employment opportunities, and
- limiting the impact of substance use on functioning.

Service modalities may include behavioral, cognitive, and other approaches as determined by each client's treatment plan and personal goals and objectives and will employ a strengths-based, needs-driven, evidence-based, and family centered perspective in treating youth and families. Services will be grounded in the following values: individualized and youth/family centered; focuses on empowerments; is holistic; non-linear; strengths-based; incorporates peer-collaborative support; emphasizes respect and responsibility; and emerges from hope. Youth treatment plans will be designed to promote development of skills to decrease risk factors that contribute to recidivism, increase protective factors, and reduce harm.

e) Contractor shall collaborate with Probation staff to establish a schedule during the YAC operating hours. Contractor shall also work with Probation to schedule access to youth in the detention facility in coordination with County's facility schedules, with individual services and family work scheduled as needed. Contractor shall provide a 1.5 FTE treatment counselor (combined FTE comprised of Master's level Therapists and AOD registered/credentialed Behavioral Health Counselors), as well as all associated supervision and administrative supports. Contractor's staff shall provide culturally and linguistically appropriate services that are responsive to client needs. Contractor's staffing is designed to facilitate clinically indicated services for all Probation-referred youth*, as detailed within the following framework:
(*Program capacity estimated based on census trends and COUNTY projections.)

f) IN-CUSTODY SERVICES: (up to three housing units, serving an estimated 25-35 youth)

Service	Population	Timeline/Frequency
Screening	All JDF youth that are referred for screening	Within three (3) business days of receipt of referral
ASAM Assessment	Youth meeting criteria for assessment, based on screening results	Within 10 business days of referral/ identification secondary to screening
Individual Sessions	Youth assessed by ASAM to have a Substance Use Disorder (SUD)	Sessions will be scheduled at least once per week;

		Session length individualized
Group Sessions	All referred JDF youth; Each unit will maintain two group cohorts based on SUDS needs identified by CONTRACTOR: 1) SUDS Treatment Group 2) Life Skills Group	Each group will be scheduled once per week; Session length of 60-75 minutes
Recovery Services	Youth who have graduated from SUDS Treatment program	Weekly Life Skills Group; Three individual maintenance sessions scheduled at 30-60-90 days post-graduation

In-custody youth in treatment will be eligible to graduate from SUDS treatment upon completion of the group curriculum and relapse prevention plan; within the treatment framework, CONTRACTOR's counselor and youth shall determine readiness to petition for graduation, which will entail a presentation of treatment progress to youth's Probation Officer or the JDF designee. Upon SUDS treatment graduation, youth will be eligible for Recovery Services and will transition to the Life Skills Group cohort.

g) OUT-OF-CUSTODY SERVICES: (up to 25-35 youth)

Service	Population	Timeline/Frequency
Screening	Any out-of-custody youth referred by Probation for services	Within three (3) business days of referral received from Probation
ASAM Assessment	Youth meeting criteria for assessment, based on screening results	Within 10 business days of referral
Individual Sessions	Youth assessed by ASAM to have a Substance Use Disorder (SUD)	Sessions will be scheduled at least once per week; Session length individualized
Group Sessions	All out of custody youth referred; Two group cohorts based on SUDS needs identified by CONTRACTOR: 1) SUDS Treatment Group 2) Life Skills Group	Each group will be scheduled once per week; Session length of 60-75 minutes
Recovery Services	Youth who have graduated from SUDS Treatment program	Weekly Life Skills Group; Three individual maintenance sessions scheduled at 30-60-90 days post-graduation

Out-of-custody youth in SUDS treatment will be eligible to graduate from SUDS treatment upon completion of the group curriculum and relapse prevention plan; within the treatment framework, Contractor's counselor and youth shall determine readiness to petition for graduation, which will entail a presentation of treatment progress to youth's Probation Officer or YAC designee. Upon SUDS treatment graduation, youth will be eligible for Recovery Services and will transition to the Life Skills Group cohort.

- h) Contractor shall ensure a continuum of comprehensive services are provided to Probation referred youth through provision of substance use disorder treatment services and/or prosocial life skills development supports, as clinically indicated, regardless of medical necessity for treatment, insurance or coverage status, or location/custody status, while containing costs. Contractor shall maximize cost-effectiveness in delivery of services and will bill allowable costs for youth who are EPSDT/Medi-Cal beneficiaries.
- i) In the absence of assigned staff due to vacation/planned time off, Contractor shall coordinate staffing coverage to ensure group sessions continue as scheduled. In the absence of assigned staff due to illness/unplanned time off, Contractor shall make earnest attempts to coordinate coverage for group sessions and will notify County of any unforeseen cancellations with as much notice as possible.

Contractor shall provide County advance notice of Contractor's agency closure/holiday schedule, as group sessions will not be held when the agency is closed. Individual sessions for youth in SUDS treatment may be held or rescheduled dependent on individual client needs and in accordance with accepted industry standards.

II. STAFF TRAINING AND CERTIFICATION:

Contractor requires staff to participate in training related to certification requirements of evidence-based programs utilized for services, training related to developing and maintaining clinical competencies and certifications/licensure, and training/activities required to meet agency mandates and to maintain COA Accreditation. Contractor requires staff to participate in ongoing clinical and administrative supervision. Contractor covers costs associated with staff certifications/licensure and annual renewals.

III. COORDINATION AND REPORTING

Contractor shall participate in regular Multi-Disciplinary Team (MDT) meetings as well as Child and Family Team (CFT) meetings, as needed, in order to coordinate client care with Probation and other providers. Contractor shall meet with Probation's designee, with frequency established by County, to review program progress, address barriers, and coordinate logistics in collaboration with Probation.

On a monthly basis, Contractor shall provide Probation with a report summarizing services provided through this Agreement, including but not limited to the number of referrals received, number of youths served, and attendance/services provided. On a monthly basis, Contractor shall provide Probation with individualized client treatment progress updates that include individual and group session attendance, client engagement and goal progress. Discharge summary reports will be provided as applicable. Additional reports shall be provided as requested by Probation.

In order to foster a collaborative approach that acknowledges County and Contractor respective roles and strengths, contract performance concerns unresolved at the program level shall be elevated to County and Contractor administration to facilitate expeditious resolution. Such coordination shall position County and Contractor to navigate an effective contract relationship, advance values-aligned solutions to achieve shared goals, and strengthen the County and Contractor partnership for the purpose of community service.

IV. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Refer youth with possible substance use treatment needs to Contractor for assessment. Contractor will determine treatment needs based on assessment.
2. Provide access to youth at Youth Achievement Center and Juvenile Detention Facility for appropriate level of program participation.
3. Collaborate with Contractor to provide information needed for Contractor to develop a SUD treatment plan as determined by the assessment. County will include Contractor in multi-disciplinary team meetings to ensure strong collaboration and partnership in service to youth.
4. Appoint a County Probation Manager to provide program oversight and to exercise final approval for all items where County approval is required. County shall provide Contractor with explanation when final approval is not given.
5. Provide Contractor with any forms and/or examples of reporting formats required to fulfill Contractor's responsibilities under this Contract.
6. Provide office space, including furniture and a computer, at the Probation Youth Services Center. The computer shall be connected to the County of Solano network, allowing access to the internet. The Juvenile Detention Facility will provide group space.

EXHIBIT B
PAYMENT PROVISIONS

1. Total Compensation

- A. The maximum amount of this contract is \$300,000. Compensation shall include payment for services listed in Exhibit A.
- B. Services performed by Contractor for the following services below shall be invoiced based on actual hours worked.

In-Custody SUDS Treatment and Life Skills Development Services

Out-of-Custody SUDS Treatment and Life Skills Development Services

The billing rate for the above services is as follows:

Service Type/Level of Treatment	Rate
Treatment Staff (Therapist/Counselor)	\$131.00/hour

Rates shall be effective July 1, 2025. Payment shall cover provision of screening, assessment, and group and individual treatment and services as defined in the Scope of Work. The FTE allocation is inclusive of documentation and reporting, service preparation including travel, supervision, training, and care coordination with Contractor and other providers, as required to deliver the Scope of Work.

- C. The payment rate above shall constitute the entire compensation due the Contractor for services rendered and all of Contractor's obligations in performance of this Contract regardless of the difficulty, materials, or equipment required. The payment rate includes, but is not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- D. The Contractor is not guaranteed to be paid the maximum compensation during the term of this Contract, including any extension periods, as the County makes no specific guarantee of a minimum or maximum number of days that shall be required.

2. Method of Payment

- A. Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for services rendered the prior month, up to the maximum amount provided for above. Contractor shall submit monthly invoices on or by the tenth calendar day of each month to ensure timely payment and those County expenditures are recorded in the proper period.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

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

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

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

2. TIME

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

3. TIME OF PERFORMANCE

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

4. TERMINATION

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

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

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

5. SIGNATURE AUTHORITY

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

6. REPRESENTATIONS

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

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

7. INSURANCE

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

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code1 (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:	\$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.
(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 3 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.

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

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

(1) 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.

(2) 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.

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

- (3) County must receive and approve all certificates and endorsements before work commences.
- (4) However, failure to do so shall not operate as a waiver of these insurance requirements.
- (5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

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

9. DEFAULT

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

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

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

10. INDEMNIFICATION

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

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

11. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

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

13. COMPLIANCE WITH LAW

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

B. 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 CFR 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

- A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.
- 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 the client, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.
- E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

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

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

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

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

19. INSPECTION

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

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

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

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

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

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

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

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

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

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department

of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

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

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

33. PRICING

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

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

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify

and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare 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 the Federal Healthcare Programs or any state healthcare programs.

B. 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.

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

36. EXECUTION IN COUNTERPARTS

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

37. LOCAL EMPLOYMENT POLICY

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

38. ENTIRE CONTRACT

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

Aldea Review Sheet with Contract FY25_26

Final Audit Report

2025-06-26

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