



**County of Solano
Standard Contract
Contract Employee**

For County Use Only
CONTRACT NUMBER:
09020-26
(Dept., Division, FY, #)
H&SS/MH
BUDGET ACCOUNT:
7747
SUBJECT ACCOUNT:
1121

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

Xing Xing Luo, MD

CONTRACT EMPLOYEE'S NAME

2. The Term of this Contract is:

July 1, 2025 to June 30, 2026

3. The maximum amount of this Contract is:

\$ 87,010.49

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 for Contract Employees

Exhibit D – Special Terms and Conditions

This Contract is made on May 15, 2025.

CONTRACT EMPLOYEE	COUNTY OF SOLANO
Xing Xing Luo, MD CONTRACT EMPLOYEE'S NAME	<i>Bill Emlen</i>  06/30/2025 04:46 PM EDT
 SIGNATURE	Bill Emlen County Administrator TITLE
2018 Colmar Street ADDRESS	275 Beck Avenue, MS 5-200 ADDRESS
Danville CA 94506 CITY STATE ZIP CODE	Fairfield CA 94533 CITY STATE ZIP CODE
	Approved as to Content: <i>Emery Cowan</i>  05/16/2025 05:44 PM EDT Emery Cowan Director Health & Social Services Department
	  05/20/2025 01:52 PM EDT HUMAN RESOURCES DIRECTOR
	Approved as to Form: <i>Kelly Welsh</i>  05/19/2025 02:01 PM EDT COUNTY COUNSEL, DEPUTY

Rev. 12/17/09

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

1. Contract Employee will comply with the duty schedule established and provided by County that designates hours of work and work site(s).
2. Contract Employee will provide the following psychiatric services, but not be limited to:
 - A. Perform in conformance with program, professional, and licensing standards;
 - B. Assess and prescribe medications and psychiatric treatment for County mental health patients;
 - C. Assess other medical needs of County behavioral health patients and refer them to any additional necessary medical care;
 - D. Provide consultation and review of County staff's diagnoses and treatment activities, including participation in case staffing and clinical training sessions, and review and approval of treatment plans for County behavioral health patients; and
 - E. Participate in activities necessary to comply with State and Federal standards.

EXHIBIT B
CONTRACT EMPLOYEE
BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET DETAIL:

County agrees to compensate Contract Employee as follows:

A. Hourly rate

Contract Employee will be paid at the rate of \$187.10 per hour July 1, 2025, through June 30, 2026, for a maximum of 432 hours to be worked at a maximum amount of \$87,010.49 during the term of this Contract. It is anticipated that the employee will typically work no more than 29 hours per week.

A.1	
Wage	\$80,827.20
A.2	
FICA	\$5,011.29
Medicare	\$1,172.00
CalPERS	\$0.00
Subtotal	\$6,183.29
Total	\$87,010.49

B. Employer-paid payroll related costs

County shall be responsible for all employer-paid payroll related costs (e.g. FICA, CalPERS, if applicable, etc.) in an amount equal to 7.65% of wages.

C. Compensation (other than wages and employer paid payroll costs outlined above)

Contract Employee is not entitled to any other compensation under this Contract.

2. TOTAL AMOUNT OF CONTRACT:

A. The total Contract amount is:

All items from Section A.1 above:	\$ 80,827.20
All items from Section A.2 above:	<u>\$ 6,183.29</u>
Total Contract Amount:	\$ 87,010.49

B. Contract Employee shall not be entitled to, nor receive from the County, any additional consideration, compensation, wages, or other remuneration for services rendered under this Contract. Upon biweekly submission of a timesheet by Contract Employee, and upon approval by the County, the County will pay Contract Employee through the County biweekly payroll system in accordance with this Exhibit B for fees and expenses incurred in the prior two weeks.

EXHIBIT C
GENERAL TERMS AND CONDITIONS FOR CONTRACT EMPLOYEES

1. METHOD OF PAYMENT

Upon submission of an invoice by Contract Employee, and upon approval of the County's representative, County shall pay Contract Employee through the County biweekly payroll system. Each invoice must be accompanied by a log specifying services rendered, to whom, date of service and the hourly rate of pay.

2. CLOSING OUT

Contract Employee is responsible for County's receipt of a final claim for payment within thirty (30) days after expiration of this Contract.

3. TIME OF PERFORMANCE

A. At the expiration of the term under this Contract, Contract Employee's employment shall automatically terminate and County shall have no further obligation to compensate or employ Contract Employee in any manner or capacity of any nature whatsoever. Such termination shall be effective regardless of whether Contract Employee has or has not performed satisfactorily during the term of this Contract.

B. Work will not begin, nor claims paid for services under this Contract, until all applicable licenses or certificates, as required, are on file with the County's representative.

4. EMPLOYMENT STATUS

A. It is expressly understood that Contract Employee is a contract employee and not an independent contractor or a regular, full or part-time employee of County. As such, Contract Employee understands and agrees that except as specifically provided in this Contract, Contract Employee shall not be entitled to the rights, benefits, and protections of the County's civil service rules or personnel rules, including without limitation the County's Personnel and Salary Resolution.

B. Contract Employee's employment may not begin until County has concluded its background investigation of Contract Employee.

C. Contract Employee shall have no claim against County for employee rights or benefits including, without limitation, seniority, vacation time, vacation pay, medical, dental or hospital benefits, retirement benefits, unemployment insurance benefits, civil service protection, disability insurance or disability retirement benefits, paid holidays or other paid leaves of absence.

D. County shall withhold applicable taxes, deductions and other obligations including, without limitation, federal and state income taxes, Social Security and Medicare and any other deductions required by state and/or federal law.

F. As a contract employee, Contract Employee is subject to the direction and control of County as to when, where and in what manner Contract Employee's services shall be performed.

G. Contract Employee shall serve solely pursuant to the terms and conditions this Contract. Contract Employee expressly waives any right to a pre-termination or post-termination notice or hearing whether under state, federal or local rules or regulations.

H. Contract Employee agrees that they have no right or claim to employment with County after the termination of their services under this Contract. Contract Employee further agrees that no other document, including, without limitation, an employee handbook, departmental or Board policy, resolution

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or oral or written representation shall be effective or construed to give rise to a right or claim to employment with County after termination of this Contract.

I. County shall provide such office space, supplies, equipment, vehicles, reference materials and/or telephone service as is necessary for Contract Employee to provide services under this Contract.

5. MODIFICATION AND TERMINATION

A. This Contract may be modified only by a written amendment signed by the County and Contract Employee.

B. This Contract may be terminated by County or Contract Employee, at any time, with or without cause, upon 7 days written notice one to the other.

6. REPRESENTATION

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

B. Contract Employee further represents that they possess current valid appropriate licensure, including, without limitation, driver's license or professional license, required to render services under this Contract.

7. BEST EFFORTS

Contract Employee represents that they will at all times faithfully, industriously and to the best of his/her ability, experience and talent, perform to County's reasonable satisfaction.

8. INSURANCE

If required under the terms of the scope of services, Contract Employee shall maintain the minimum automobile liability insurance required by regular, full or part-time County employees.

9. INDEMNIFICATION

A. County shall indemnify Contract Employee against all claims, losses and damages arising out of Contract Employee's performance to the extent that Contract Employee would be entitled to indemnification if Contract Employee were a regular, full or part-time County employee.

B. If applicable, Contract Employee shall provide all information necessary for the provision of medical malpractice coverage, including, but not limited to, completion of a Physician Professional Liability Application as required by County's medical malpractice provider.

10. RESPONSIBILITIES OF CONTRACT EMPLOYEE

A. Contract Employee represents that they possess the required skills necessary to perform the work under this Contract and County relies upon such skills. Contract Employee pledges to perform their work in a skillful and professional manner. County's acceptance of Contract Employee's work does not constitute a release of Contract Employee from professional responsibility.

B. Contract Employee verifies that they have reviewed the scope of work to be performed under this Contract and agrees that in their professional judgment, the work can and shall be completed within the maximum amount set forth in this Contract.

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C. Contract Employee acknowledges Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance.

D. Contract Employee further recognizes, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

E. Contract Employee agrees to adhere to the provisions of Title VI and agrees to conduct him/herself in a manner consistent with Title VI; without regard to race, color, and national origin and is committed to ensuring that no person is excluded from participation in, or denied the services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.B.

11. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contract Employee certifies that they are 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.

12. COMPLIANCE WITH LAW

Contract Employee shall comply with all federal, state and local laws and regulations applicable to their performance.

13. CONFIDENTIALITY

Contract Employee represents that they are knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records. Contract Employee shall maintain the confidentiality of any information regarding clients (or their families) receiving Contract Employee's services. Such information may be obtained from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the client's written permission, such information shall be divulged 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.

14. CONFLICT OF INTEREST

A. Contract Employee represents that they have no interest and shall not acquire any interest, direct or indirect, which conflicts with the performance of their services. [Contract Employee agrees to file a Statement of Economic Interest as specified in the Department of Health and Social Services Conflict of Interest policy.]

B. Contract Employee 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.

15. DRUG FREE WORKPLACE CERTIFICATION

By signing this Contract, Contract Employee certifies to the County that they are knowledgeable of Government Code section 8350 et seq., and shall abide by and implement its statutory requirements to provide a drug-free workplace.

16. HEALTH AND SAFETY STANDARDS

A. Contract Employee 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.

B. Contract Employee acknowledges receipt of all health and safety information and training.

17. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contract Employee represents that they are 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.

18. 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 Standard 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.

19. NONRENEWAL

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

20. CHANGES AND AMENDMENTS

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

B. No verbal Contracts 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 in accordance with the applicable provisions of this Contract.

21. EXECUTION IN COUNTERPARTS

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile or PDF copies shall be deemed to be original copies.

22. 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 that is not subject to the jurisdiction of a federal court, in law or equity that may be brought in connection with this Contract. The

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United States District Court for the Eastern District of California shall be the venue for any action or proceeding that is subject to the jurisdiction of a federal court.

23. CHOICE OF LAW

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONSERVATORSHIP HEARINGS

Upon request of County Counsel, Contract Employee shall review and complete documentation and provide testimony at any conservatorship hearing or trial.