



County of Solano Contract Review Worksheet DocuSign only

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: 6/2/25	
3. Contract Administrator: SAN CHESSER		4. Phone Ext: 7522	
5. Contract Attributes:		<input type="checkbox"/> Original Bid/RFP Required? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Personal/Professional Svcs <input type="checkbox"/> Purchase of Goods <input type="checkbox"/> Lease <input type="checkbox"/> Construction <input type="checkbox"/> Other	
<input type="checkbox"/> Sole Source Contract? Bid/RFP No: 924-0228-25 <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ Please attach copy of Bid/RFP or justification.		<input type="checkbox"/> Amendment/Change Order Amendment/Change Order Number _____ Contract No: _____ Date: _____ Please attach copies of original/amendments	
6. Description of Contract: <small>Contractor to provide community and in-custody employment and related re-entry vocational training services to adult participants under Probation supervision andr Sheriff's custody.</small>		7. Name of Contractor: LEADERS IN COMMUNITY ALTERNATIVES	
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: _____ Does Contractor have a personal relationship with someone in another Department? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, please provide Department and describe relationship: _____			
11. Has County contracted with Contractor previously during this fiscal year? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Please list County department if other than the department listed on number 1 above. SHERIFF'S OFFICE			
12. Effective Date: Original Contract: 7/1/25 This amendment: _____		13. Termination Date: 6/30/28 By this amendment: _____	
14. Contract Budget: Original Contract Amount: \$ 2,414,998 Total of Previous Amendments: \$ _____ Current Amendment: \$ _____ Total Amount of Contract \$ 2,4114,998		15. Payment Terms: <input type="checkbox"/> Prepaid <input checked="" type="checkbox"/> Monthly <input checked="" type="checkbox"/> Arrears <input type="checkbox"/> Quarterly <input type="checkbox"/> Fixed <input type="checkbox"/> Progress <input checked="" type="checkbox"/> Actual <input type="checkbox"/> Other <input type="checkbox"/> Estimate	
16. Source of Funds: <input checked="" type="checkbox"/> Fed/State Grant <input type="checkbox"/> Fed/State Funding <input type="checkbox"/> County Specify: AB109 Fed Catalog No: _____ State Legislation: <input type="checkbox"/> AB <input type="checkbox"/> SB _____			
17. Fund: 900 Budget Unit: 6675 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. 6/24/25			
20. Remarks			
21. Signature Route:			
<u>San Chesser</u> San Chesser (Jun 2, 2025 10:44 PDT) Department Contract Administrator San Chesser Email _____		HR Analyst (for Contract Employees) or General Liabilities (for insurance changes) _____ Email _____	
Contractor Signatory Name _____ (Informational only) Email _____		<u>Tami Lukens</u> CAO Analyst Tami Lukens Email _____	
<u>Dean J. Farrah</u> Department Head or Designee Dean Farrah Email _____		<u>William Emlen</u> William Emlen (Jun 25, 2025 11:25 PDT) Authorizing Signature (CAO/DH) _____ Email _____	
<u>Julie Barga</u> County Counsel Reviewer Julie Barga Email _____		William Emlen Email _____	



County of Solano
Standard Contract

CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

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

LEADERS IN COMMUNITY ALTERNATIVES, INC.

CONTRACTOR'S NAME

2. The Term of this Contract is:

JULY 1, 2025 – JUNE 30, 2028

3. The maximum amount of this Contract is:

\$2,414,998.00

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 – Payment Provisions
Exhibit C – General Terms and Conditions
Exhibit D – Special Terms and Conditions

The Contract was made on July 1, 2025.

Table with 2 columns: CONTRACTOR and COUNTY OF SOLANO. Contractor info includes LEADERS IN COMMUNITY ALTERNATIVES, INC., JAKE VILLENEUVE, EXECUTIVE DIRECTOR, 160 FRANKLIN ST., SUITE 310, OAKLAND CA 94607. County info includes BILL EMLEN, COUNTY ADMINISTRATOR, 675 TEXAS ST., SUITE 6500, FAIRFIELD CA 94533. Includes signatures and dates.

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

Contractor shall provide, at each service location, the following on-site employment and related re-entry services for Adult participants placed under the Probation Department's supervision and referred to the Centers for Positive Change or in custody and referred to the Sheriff's Employment Readiness Program while incarcerated in the Solano County Jail.

A. Evidence-Informed Employment Services — IN COMMUNITY

1. Overview

Contractor shall provide employment readiness, job search, retention support, referrals to vocational training, and other employment and re-entry related services for up to 300 participants annually. The groups and services will be delivered in accordance with the framework and model requirements. Contractor shall utilize assessment tools as determined in coordination with the County, currently identified as the Barriers to Success Inventory (BESI). The group times and number of groups will be determined by the Contractor, who must obtain the County's agreement, and based on the number of participant referrals.

2. Assessment and Intake

Upon referral, Contractor will review the Level of Service/Case Management Inventory (LS/CMI) and other participant-readiness related assessments. Intake appointment shall be scheduled with the participant within one week of referral. At intake, Contractor shall complete the BESI with the participant and begin developing an employment service plan with movement toward employment readiness, sustainable employment, and/or self-sufficiency as the goal, depending on the participant's needs.

3. Case Plan Review

Contractor reviews the Case Plan developed by the Center for Positive Change Caseworker or assigned supervision officer. Contractor recommends changes and/or additions to the Case Plan related to employment and employment barriers, based on individual participant needs, and employment or self-sufficiency goals.

4. Service Planning:

Develop an Individual Employment Services Plan for each participant participating in Employment Services. The plan will include the participant's strengths, goals, barriers, educational and training interests, job and life skill needs, and vocational and employment goals.

5. Evidence-Based Group Activities and Curriculum

- a. Group activities shall utilize a mutually agreed-upon curriculum to address participants' needs, currently identified as the three modules from the Change Companies' Courage to Change system: Recreation and Leisure, Charge of My Finances, and Seeking Employment.

- b. High to medium risk participants shall participate in groups utilizing CBI-Employment (University of Cincinnati, Cognitive Behavioral Interventions for Employment).
- c. Behavioral Intervention (CBI-EMP) CBI-Employment consists of 5 modules and 33 sessions. CBI-EMP modules cover: Motivational Enhancement (Getting Them Ready for Work); Cognitive Restructuring (Thinking Right about Work); Social Skills/Emotional Regulation Skills (Skills for Work); Problem-solving (Working through Challenges at Work); and Success Planning (Being Successful at Work).
- d. Any changes in curriculum must be pre-approved and agreed upon by the County. Groups will consist of up to 12 participants per group. Each group will be facilitated by an Employment Specialist qualified to facilitate the curriculum and who receives support and supervision from a Contractor-employed supervisor.
- e. Contactor shall have a plan for ensuring groups have backup support to minimize any need for group cancellation due to staff absences.

6. Individualized Employment Services

- a. As participants develop skills and become ready for employment, Contractor will individually refer and provide resources to participants to meet their employment and/or self-sufficiency objectives.
- b. Contractor will offer opportunities to engage in vocational training for participants in need of additional skills and sometimes partner with employers to provide subsidized employment services.
- c. Contractor shall work closely with CPC Case Manager and other Probation staff to ensure participants referred for employment services are served following an evidence-based sequencing of services per the Risk, Need, and Responsivity (RNR) model of CPC and the Probation Department.
- d. Contractor will also assist participants in barrier removal activities, such as securing identification, to include driver's licenses, Social Security cards, birth certificates, and other documents required for participation in vocational training and employment.

7. Discharge Planning and Job Retention

- a. Contractor shall complete a discharge summary to contain a job retention or self-sufficiency plan and provide a copy to the Deputy Probation Officer (DPO) and/or CPC Case Manager for inclusion in the final discharge plan.
- b. Contractor will provide job retention services and post-placement support to monitor the performance and involvement of participants who are placed in jobs. Job retention services will include open communication with employers, early intervention to assist participants and employers, development of prosocial connections for participants, and extended assistance with barrier removal.

- c. Contractor will provide job retention services that will support clients and track retention over the 180-day period after job placement or client's job attainment.

8. Employment and Job Development

- a. Contractor shall partner with community-based providers and services to ensure aftercare, continuing education, and transitional support services for participants participating in employment services at the CPCs. This includes continued partnership development and referrals to Workforce Development, Solano Community College, 5 Keys, and other community resources.
- b. Participants employed in a transitional job will be connected to organizations and training opportunities to assist in future career path planning and sustainable employment.
- c. Contractor will coordinate a job fair at each CPC site once per year, per site, for a total of two job fairs annually.

9. Contractor Staff Training and Development

- a. Contractor shall ensure staff are well versed in trauma-informed and gender responsive care and shall utilize evidence-based practices to ensure those and other responsiveness strategies, including cultural relevance, literacy, and participation barriers, are a focus to enhance participant engagement and emotional safety.
- b. Contractor shall participate in the County's quality assurance activities through feedback sessions. Contractor staff shall participate in a feedback session at least once per month, with Contractor supervisor participation at least quarterly.
- c. Contractor shall be trained in and utilize Motivational Interviewing (MI) techniques. Contractor staff will participate in the initial training of the MI Personal Mastery Project. Continued development opportunities will be offered and depend on interest and commitment to personal mastery of MI.
- d. Contractor will adhere to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, develop and maintain comprehensive participant confidentiality policies and procedures, and demonstrate reasonable effort to secure written and/or electronic participant information.

B. Evidence-Informed Employment Services — IN CUSTODY

1. Overview

Contractor shall provide employment readiness and reentry-related services for up to 200 participants annually. Contractor shall utilize assessment tools as determined in coordination with the County, currently identified as the Barriers to Success Inventory (BESI). Re-entry plans will be developed based on participant

needs identified through BESI and LSC/MI results (if available). Services will include completion of assessments and intakes, group employment readiness training utilizing Courage to Change curricula, resume development, and individualized Re-entry Planning activities. Job placement services, provided to those completing On Site Vocational Training, include referrals to employers, individualized career planning, skills and interest assessments long-term career pathway guidance and barrier removal services. In addition, contractor will track employment retention through verification of paycheck statements / stubs.

2. Assessment and Intake

Contractor work with Sheriff's Office to identify participants for the Employment Services Program. At intake Contractor shall complete the BESI with the participant and begin developing an employment service plan with movement toward employment readiness while in custody. Sustainable employment and/or self-sufficiency is the goal of these services depending on the needs of the participant upon release.

3. Service Planning

An Individual Employment Services Plan will be developed for each participant in the program. The plan will include the participant's strengths, goals, barriers, job and life skill needs, to be addressed in-custody. Educational and training interests, and vocational and employment goals identified for work in the community.

4. Evidence-Based Group Activities and Curriculum

- a. Group activities shall utilize a mutually agreed-upon curriculum to address participants' needs, currently identified as the three modules from the Change Companies' Courage to Change system: Recreation and Leisure, Taking Charge of My Finances, and Seeking Employment.
- b. Any curriculum changes will be pre-approved and agreed upon by the County. Groups will consist of up to 15 participants per group. Each group will be facilitated by an Employment Specialist qualified to facilitate the curriculum and who receives support and supervision from a Contractor-employed supervisor.
- c. Contractor shall have a plan for ensuring groups have backup support to minimize any need for group cancellation due to staff absences.

5. Re-entry Planning Activities

- a. Contractor shall work with each employment skills participant to develop a re-entry plan to identify needed barrier removal activities, links, referrals to education and training services identified by the participant, and links to community-based employment services.
- b. Job Placement services will be provided to participants in the In-Custody Vocational Training Programs. These services will include Job Placement, resume and cover letter development, Employment Interview preparation and mock interviews, access to job boards and employer networks,

assistance with online applications. Additionally, soft skills training will be provided, as well as, individualized career planning, Vocational Skills and interest assessments, long-term career pathway guidance, and clothing, boots, tools, and employment clothing / job attire.

C. Staffing, Position Descriptions, Qualifications, Locations, and Hours of Operation

1. Staffing Plan

To fulfill this Contract, Contractor will employ 4.5 full-time staff:

- a. Director of Program Services (0.20 FTE):** The Director of Program Services ensures overall contract compliance, program oversight, and staff supervision.
- b. Program Director (0.80 FTE):** The Program Director oversees all CPC and jail facility staff.
- c. In-Community Employment Specialists (2.0 FTE):** The Employment Specialists will facilitate in-community employment readiness groups and services.
- d. In-Custody Employment Specialist (1.0 FTE):** The Employment Specialist will facilitate in-custody employment groups and services.
- e. Job Retention Specialist (0.50 FTE):** The Job Retention Specialist will assist employed participants with extended barrier removal services and support to ensure sustainable employment.

2. Position Descriptions

a. Director of Program Services

The Director of Program Services ensures contract compliance, program oversight, and staff supervision. This role involves direct supervision of the Program Director, development and facilitation of ongoing staff training, fiscal compliance monitoring, and ensuring that program deliverables are consistently met and exceeded. Additionally, the DPS actively participates in probation and county meetings, fostering collaboration and strengthening program partnerships.

b. Program Director

The Program Director will supervise and manage all Contractor staff, ensuring contract compliance and budgetary management. Additionally, the Director will oversee staff and participant interactions and ensure all staff are trained using evidence-based techniques such as Motivational Interviewing. The Director will regularly monitor group schedules and deliverables, attend administrative meetings with Solano County Probation, and network with outside resources. The Director will communicate with assigned Probation Officers or CPC Case Managers to report all non-compliance with court-ordered terms and conditions

and program concerns. The Program Director will oversee and provide direct and backup services during staff absences, as needed. The Director will ensure all reporting requirements are met and will respond to the County's requests promptly.

c. In-Community Employment Specialists

The Employment Specialists develop employment opportunities, conduct intakes and assessments, develop service plans, provide group programs utilizing Courage to Change curricula, and facilitate job readiness workshops, including resume writing and interview practice. This position works individually with participants to search for jobs, match participant skills to jobs, and assess readiness. Provides placement and vocational training opportunities and communicates with the CPC team and assigned Probation officers to ensure each participant has individualized support.

d. In-Custody Employment Specialist

The In-Custody Employment Specialist will accept referrals from the Sheriff's Office and Program staff, complete assessments and intakes, and provide group and individual employment readiness training. S/he will also develop participant resumes and conduct Re-entry Planning activities. Additionally, Job placement services will be provided to individuals completing on Site Vocational Training. Finally, employment retention will be tracked through verification of paycheck statements/ stubs.

Job Retention Specialist

The Retention Specialist assists participants in obtaining and retaining permanent employment; conducts job readiness training and life skills training; and works with participants at risk of losing employment through support, motivational enhancement, connection with prosocial activities, and barrier removal. The Retention Specialist monitors the work performance of participants placed and maintains open dialogue with employers to provide early intervention and ensure retention. The Job Retention Specialist will collaborate and develop employers in subsidized employment, collect and verify client timesheets from employers to ensure accuracy, and submit to the Program director for reimbursement to the employer. In addition, this position will track all participants that are gainfully employed for a period of 180 days.

3. Qualifications of Positions

- a. Contractor shall ensure that all staff providing services are qualified to deliver services and possess the appropriate experience and certifications required for the position.
- b. Contractor shall ensure that the Program Director has at least five years of experience overseeing an Employment Services program or similar social services program.

4. Hours of Operation

- a. The CPC's are open extended hours four (4) days per week, Monday through Thursday. Hours of CPC's are subject to change to meet the needs of participants. Contractor shall be available eight (8) hours a day, five (5) days a week, during the term of this Contract. Employment Services shall be available in the evening hours two (2) days per week at each site.
- b. In-custody services at the jail to be provided from 8:00 AM to 4:00 PM, Monday through Friday, with possible weekend hours depending on participant availability.

5. Location of Services

a. Center for Positive Change, Fairfield Probation

475 Union Avenue
Fairfield, CA 94533

b. Center for Positive Change, Vallejo

355 Tuolumne Street
Vallejo, CA 94590

c. Solano County Jail, Claybank Facility

2500 Claybank Road
Fairfield, CA 94533

D. Performance Measures

1. Contractor shall collect and prepare Quarterly outcome reports based upon the following performance measures for In Community Services. These reports shall be sent to the Probation Services Manager (PSM).
 - a. **Intake:** 80% of participants referred will have an intake orientation completed within seven (7) days of referral.
 - b. **Assessment:** 70% of participants who had an intake will complete the BESI, including a review of the results, within seven (7) days of intake.
 - c. **Employment Service Plan (ESP):** 80% of assessed participants will have an ESP completed within seven (7) days of BESI completion.
 - d. **Prosocial Skill Development:** 70% of participants who need prosocial skill development per their ESP will complete the group curriculum (Courage to Change Recreation & Leisure and Taking Charge of My Finances).
 - e. **Employment Readiness:** 70% of participants who need employment readiness assistance per their ESP will complete the Employment Readiness group curriculum (Courage to Change Seeking Employment).

- f. **Vocational Training and Job Search:** 80% of participants enrolled in the program will engage in vocational training or job search activities, as indicated in ESPs.
- g. **Sustainable Employment:** 60% of participants who engage in job search activities will obtain sustainable employment as verified by staff.
- h. **Employment Retention Goals:**
 - 1) 30 days: 70%
 - 2) 60 days: 60%
 - 3) 90 days: 50%
 - 4) 120 days: 45%
 - 5) 150 days: 40%
 - 6) 180 days: 35%
- i. **In-custody performance measures will be developed with the Sheriff's Program Manager.**

E. Data Collection and Submittals

- 1. Contractor shall submit data reports to the County, in the format approved by the County, on a monthly and quarterly basis. Reports must be submitted by the 10th calendar day of each month for the preceding reporting period. Monthly data should also be included with the invoice submission.
- 2. In addition, Contractor shall submit individual participant progress reports to the County upon program completion of each participant.
- 3. Participant progress reports are to be submitted to the assigned CPC Case Manager and/or DPO or other designated person. Monthly and quarterly outcome reports must be submitted to the PSM and to the Sheriff's Program Manager. Data reports will differ between In-Custody and In-Community services.
 - a. Monthly Data report to include, but are not limited to:
 - 1) Number of referrals for the month
 - 2) Number of active participants in the program, job searching, and resume completion
 - 3) Case management appointments, contacts, and outcomes of those contacts and appointments
 - 4) Vocational training referral and in-community participation
 - 5) Number of participants obtaining employment, unsubsidized in-community (discharge status, retention numbers at 30, 60, 90, 150, and 180 days)
 - 6) Number of participants obtaining employment, subsidized in-

community (discharge status, retention numbers at 30, 60, 90, 150, and 180 days)

- 7) Tally of barriers that prevented successful completion
 - 8) Additional data as requested by the Probation Department or the Sheriff's Department Program Management Team
- b.** Individual Participant Data Reports include, but are not limited to:
- 1) Department type
 - a. Successful completion
 - b. Unsuccessful completion
 - c. Partial completion
 - d. Transfer
 - e. No fault
 - 2) Number of days of service term
 - 3) Services received
 - 4) Number of completed case goals
 - 5) One-on-one sessions (number and type)
 - 6) Group sessions (number and type)

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Provide Contractor-relevant participant information to assist the Contractor in engaging participants and providing appropriate services.
2. Probation's PSM or Sheriff's Program Manager will provide program oversight and exercise final approval for all items where County approval is required. The County shall provide the Contractor with an explanation when final approval is not given.
3. Provide the Contractor with any forms and/or examples of reporting formats required to fulfill the Contractor's responsibilities under this Contract.
4. Provide furniture, supplies, and equipment, including, but not limited to, a desk, chair, paper, copier, telephone, access to participant assessment information as needed, and a computer connected to the County of Solano network as necessary for the Contractor to provide services under this Contract.

EXHIBIT B
PAYMENT PROVISIONS

1. TOTAL COMPENSATION

- A. Maximum compensation under this Contract **shall not exceed \$2,414,998**. Compensation shall include payment for services rendered in accordance with Exhibit A.
- B. Contractor shall not be entitled to nor receive from the County, any additional considerations, compensation, wages, or other remuneration for services rendered under this Contract other than that which is set forth in this Exhibit B. 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.
- C. 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 fees and expenses incurred the prior month, up to the maximum amount provided for the Standard Contract. Contractor shall provide County with adequate documentation such as a spreadsheet to support monthly invoice to include line-item expenses, line-item budget, line-item year-to-date expenses, and remaining balance.
 - a. Submit and invoice to County monthly based on dedicated staff hours.
 - b. Each invoice will be accompanied by a list that:
 - i. Identifies the names and the responsibility level of Contractor's staff (i.e. Program Director, Employment Specialist, and Job Retention Specialist).
 - ii. States the number of dedicated hours provided by each.
 - iii. Includes copies of functional timesheet for all staff charged under the contract.
 - iv. States the services rendered, to whom, date of service, request for the service with explanation/justification, and accrued charges.
 - v. Includes receipts and proof of receipt of goods for all non-salary and benefit expenses claimed.
 - vi. Itemizes all additional costs being invoiced with a brief explanation.
- B. Contractor's failure to submit required documentation with invoice will result in payments being withheld until documentation is received, reviewed, and approved.

- C. Salaries and benefits costs must be supported by certified timesheets and employee payroll files and operation costs must be supported by purchase orders, invoices, receipts, etc. Mileage reimbursement shall be calculated using current IRS rate. In accordance with Section 19 in Exhibit C, periodic inspection of these documents may occur.
- D. Contractor shall send invoices via email to PROBAccountsPayable@SolanoCounty.gov and SHFAccountsPayable@SolanoCounty.gov.

3. BUDGET

- A. Budget Approval
Contractors proposed budget has been accepted by the County. The budget is incorporated by this reference as Exhibit B-1.
- B. Budget Modification
 - 1) Changes within categories: Contractor may move up to \$5,000 budgeted dollars annually between line-items within a category. Should changes total more than \$5,000 in the aggregate, Contractor shall submit a budget modification to County for approval that reflects all changes
 - 2) Changes between categories: Contractor shall submit budget modification requests related to changes in budgeted line-items to the respective County Department Program Manager/or Analyst for preapproval on a form acceptable to County.
- C. Budgeted Line Items and Review
Contractor shall periodically compare current Contractor's year-to-date expenses with current County approved budgeted line-items to ensure that Contractor's expenses do not exceed approved line-item amounts.
- D. Budget Accountability
Contractor shall bill County for only those costs identified in the approved budget. (Exhibit B-1) not to exceed budgeted line-items. In the event Contractor's invoice reflects unidentified costs or exceeds any approved budgeted line-item, County will request that Contractor submit a revised invoice as County will not pay Contractor for non-approved or excess costs.

LEADERS IN COMMUNITY ALTERNATIVES, INC.

Program Budget FY2025-28

Budget Summary		Total Budget	Probation	Sheriff
Salaries				
Director of Program Services (.20 FTE)		18,130.00	10,130.00	8,000.00
LCA Program Director (0.80 FTE)		87,550.00	62,418.00	25,132.00
Employment Specialist - In-Custody		74,263.00		74,263.00
Employment Specialist - Fairfield		74,263.00	74,263.00	
Employment Specialist - Vallejo		74,263.00	74,263.00	
Job Retention Specialist (.50 FTE)		36,067.00	36,067.00	
Total Salaries		364,536.00	257,141.00	107,395.00
Fringe Benefits		109,360.80	77,142.30	32,218.50
SUBTOTAL TOTAL PERSONNEL		473,896.80	334,283.30	139,613.50
Operating Expenses				
Program Curriculum		4,990.00	3,469.00	1,521.00
Supplies		16,500.00	14,700.00	1,800.00
Client Incentives/Awards		40,000.00	25,000.00	15,000.00
Transportation Incentives (Bus Passes, Gas Cards)		39,500.00	35,000.00	4,500.00
Subsidized Employment		49,669.00	49,669.00	
Vocational Training Related Purchases		47,599.64	36,099.64	11,500.00
Database		4,200.00	2,150.00	2,050.00
Training and Education (Staff)		5,900.00	5,500.00	400.00
Travel/Mileage		7,000.00	6,300.00	700.00
Communications (cell phone)		2,000.00	2,000.00	
Insurance		8,744.00	7,544.00	1,200.00
Total Operating Expenses		226,102.64	187,431.64	38,671.00
SUBTOTAL		699,999.44	521,714.94	178,284.50
Administrative Overhead	15%	104,999.92	78,257.24	26,742.68
TOTAL EXPENSES		804,999.36	599,972.18	205,027.18

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

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

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

2. TIME

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

3. TIME OF PERFORMANCE

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

4. TERMINATION

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

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

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

5. SIGNATURE AUTHORITY

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

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements

of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

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

7. INSURANCE

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

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

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance
Contractor must maintain limits no less than:

- | | | |
|--|---|---|
| (1) General Liability:
(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 coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

8. BEST EFFORTS

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

9. DEFAULT

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

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

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

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

10. INDEMNIFICATION

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

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

11. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

(5) Retain financial, programmatic, 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. To the extent federal funds are used in whole or in part to fund this Contract, Contractor

specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other 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.

15. CONFLICT OF INTEREST

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

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

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

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

19. INSPECTION

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

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

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

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

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

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

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

current appropriation year.

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

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

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of 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.

33. PRICING

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

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

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor 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.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

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

36. EXECUTION IN COUNTERPARTS

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

37. LOCAL EMPLOYMENT POLICY

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

38. ENTIRE CONTRACT

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. ADDITIONAL CONTRACTOR REQUIREMENTS

A. Time of Performance

Notwithstanding section 3 of Exhibit C, Contractor and all Contractor staff that may come in contact with Solano incarcerated persons while working in County facilities shall complete the following prior to start of services:

- 1) A site clearance conducted by the Sheriff's Office to include a background check and LiveScan where County is named to receive Department of Justice clearance and updates.
- 2) All training requirements related to Prison Rape Elimination Act.
- 3) Execution of Solano County Sheriff's Office Affirmation of Understanding policy governing communications and interpersonal relations between Contractor and inmates.

B. Facility Rules and Regulations

Contractor warrants that its employees have read and understand County policy and procedures related to the Facility and agree to abide by all applicable rules and regulations. County reserves the right to deny access to Contractor or its employees if they fail to abide by County policies or procedures. Denying access shall not constitute a material breach of the Contract by the County.

2. CONTRACT MONITORING

County and Contractor shall meet periodically, on mutually agreed upon dates and times, to review services provided in relation to scope of Contract.

3. CLEARANCE REQUIREMENTS

Upon requesting entrance into or anytime they are within the security perimeter of any secured County building, Contractor's personnel will be subject to search of their person and/or their personal belongs. While inside the building, Contractor's personnel must wear an authorized identification badge that includes a photo in a visible manner. Failure to display ID badge may be caused to deny access to the facility. Items prohibited from being brought into the Facility include, but are not limited to, weapons, alcoholic beverages, and/or illegal drugs.

4. EMERGENCY AUTHORITY

In an emergency situation at the County facility, Contractor on the premises will report to County staff for direction and follow instructions until at which time they are allowed to exit the facility grounds.

5. REPORT ACCIDENTS AND UNSAFE CONDITIONS

Contractor shall report any accident or unsafe condition to County immediately as Contractor becomes aware.

6. IMPROPER USE OF COUNTY FACILITIES AND EQUIPMENT

Without the express written consent of County, Contractor shall not use County facilities and equipment for any purpose outside the scope of this Contract.

LCA Adult Employment - Final

Final Audit Report

2025-06-02

Created:	2025-06-02
By:	San Chesser (SMChesser@SolanoCounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZ4_0ayf3i1OI-JlzkwjRgqOM5kFt_i-K

"LCA Adult Employment - Final" History

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-  Document e-signed by Jake Villeneuve (jake@lcaservices.com)
Signature Date: 2025-06-02 - 5:26:42 PM GMT - Time Source: server
-  Agreement completed.
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Leaders In Community Alternatives Contract

Final Audit Report

2025-06-25

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"Leaders In Community Alternatives Contract" History

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 Agreement completed.

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