



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: Sheriff's Office		2. Date: 5/9/24	
3. Contract Administrator: Tracy K. Holman		4. Phone Ext: 6691	
5. Contract Attributes: ☒ Original Bid/RFP Required? ☐ YES ☐ NO ☒ Expenditure ☐ Revenue ☐ Intergovernmental ☒ Personal/Professional Svcs ☐ Purchase of Goods ☐ Lease ☐ Construction ☐ Other		☒ Amendment/Change Order Amendment/Change Order Number Contract No: Date: 6/30/24 Please attach copies of original/amendments	
Sole Source Contract? ☐ YES ☒ NO Bid/RFP No: Date Please attach copy of Bid/RFP or justification.		7. Name of Contractor: HealthRIGHT360 8. EIN SSN	
6. Description of Contract: Reduce Substance Abuse/relapse			
9. Is Contractor a California Public Pension Plan Retiree? ☐ YES ☒ 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? ☐ YES ☒ NO If yes, please describe relationship: Does Contractor have a personal relationship with someone in another Department? ☐ YES ☒ NO If yes, please provide Department and describe relationship:			
11. Has County contracted with Contractor previously during this fiscal year? ☒ YES ☐ NO Please list County department if other than the department listed on number 1 above.			
12. Effective Date: Original Contract: 2/12/18 This amendment: 6/30/24		13. Termination Date: 6/30/24 By this amendment: 6/30/25	
14. Contract Budget: Original Contract Amount: \$ 74,801 Total of Previous Amendments: \$2,085,209 Current Amendment: \$ 239,990 Total Amount of Contract 2,400,000		15. Payment Terms: ☐ Prepaid ☒ Monthly ☒ Arrears ☐ Quarterly ☐ Fixed ☐ Progress ☒ Actual ☐ Other ☐ Estimate	
16. Source of Funds: ☐ Fed/State Grant ☐ Fed/State Funding ☒ County Specify: TWF Fed Catalog No: State Legislation: ☐ AB ☐ SB			
17. Fund: 900 Budget: 8611 Unit: Sub-object: 10002245		18. Current Appropriation Sufficient? ☒ YES ☐ NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 6/25/2024 #24-432			
20. Remarks To increase contract amount and extend one year			
21. Signature Route: Department Contract Administrator Tracy K. Holman Email: tkholman@solanocounty.com Contractor Signatory Name (Informational only) Email Department Head or Designee Jeff Liddicoat Email: JLiddicoat@solanocounty.com County Counsel Reviewer Michael McDonald Email: Memcdonald@solanocounty.com		HR Analyst (for Contract Employees) or Risk Management (for insurance changes) CAO Analyst Tami Lukens Email: tlukens@solanocounty.com Authorizing Signature (CAO/DH) Bill Emlen Email: wemlen@solanocounty.com	



County of Solano Standard Contract

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

BUDGET ACCOUNT:
8611

SUBJECT ACCOUNT:
2245

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

HealthRIGHT 360

CONTRACTOR'S NAME

2. The Term of this Contract is:

February 12, 2018 through June 30, 2018

3. The maximum amount of this Contract is:

\$ 74,801

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:

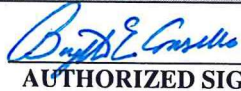
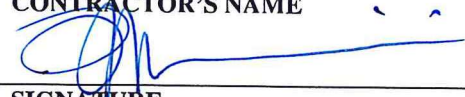
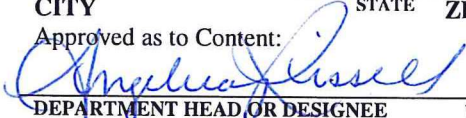
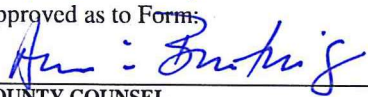
Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on February 12, 2018.

CONTRACTOR	COUNTY OF SOLANO
HealthRIGHT 360	
CONTRACTOR'S NAME	 2/21/18 AUTHORIZED SIGNATURE DATED
 2-12-18 SIGNATURE DATED	COUNTY ADMINISTRATOR
Dr. Vitka Eisen PRINTED NAME	TITLE
Chief Executive Officer TITLE	530 UNION AVENUE, SUITE 100 ADDRESS
1735 Mission Street, Suite 2050 ADDRESS	FAIRFIELD CA 94533 CITY STATE ZIP CODE
San Francisco CA 94103 CITY STATE ZIP CODE	Approved as to Content:  2/16/18 DEPARTMENT HEAD OR DESIGNEE DATED
	Approved as to Form:  COUNTY COUNSEL DATED

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

The Contractor will provide programming services aimed at decreasing substance abuse relapse and criminal behavior recidivism in the population served by the program. Services will be gender responsive, culturally and demographically appropriate to meet the psychosocial needs of the participant.

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

1. Inmate Engagement, Intake and Assessment

- A. Conduct Brief Intake.
- B. Psychosocial assessment including the following measures:
 - 1. ASAM to assessment SUD.
 - 2. MI Assessment, LSCMI, PTSD checklist and Drug Screening.
 - 3. For female inmates, include above and a Social Support Questionnaire, Eco-Map, Coping Behavior Inventory, Rosenberg Self Esteem Scale and Symptom Checklist SCL-90.
- C. Individualized treatment planning.
- D. Individual counseling.
- E. Group counseling.
- F. Transition/discharge planning.
- G. Referrals to other supports.

2. Mentors and Client Engagement

Contractor will utilize program mentors to enhance services provided in the treatment program. Program participants will be chosen to become mentors toward the end of their program. Program mentors will be responsible to provide an orientation to the program to all new participants and introduce the new participants to other group members, as well as acting as role models on the mod.

3. Motivational/Incentives

Motivation and incentives for treatment will include level advancement in the longer term programs, graduations, mentorship, special events and other options to be developed in concert with the Sheriff's Office.

4. Individualized Treatment Plan

Each participant will receive individualized treatment while in custody. The Treatment Plan should be developed collaboratively between the participant and his/her individual counselor. Goals will be short- and long-term, reachable and realistic goals and objectives that can be met while in treatment in custody. The goals should meet the participant's stated needs and explicate how the goals will be accomplished. This plan delineates the discharge criteria outcomes developed by the participant and the individual counselor.

5. Appropriateness for Treatment

Participants will be identified and moved into program modules based on results of the LSCMI conducted by the Sheriff's Office or by volunteering. Through the course of intake and assessment with Contractor staff, if it is found that participants are not appropriate for the program, Contractor's staff will relay that information back to the assigned Programs Officer for potential reassignment to another module.

6. Evidence Based Programming

Contractor will be responsible for providing in-custody substance abuse treatment services to five (5) program cohorts of participants who will live together in 5 separate module units within the Solano County Jail.

Each of the programs will utilize evidence-based practices that cover, at a minimum, Substance Abuse Treatment, Criminal Thinking, Anger Management, Family Relationships and Trauma.

A **sample** of evidence based practices for the individual cohorts are identified below. All curricula will be approved by the Sheriff's Office prior to implementation.

Women's Program: The following curriculum will be utilized: The Marix for Women, Stephanie Convington's Helping Women Recover and Beyond Trauma and Skills Training Manual for Treating Borderline Personality Disorder by Marsha Lineham.

Short-Term Men's Program: A New Direction (A Cognitive-Behavioral Treatment Curriculum) by the Minnesota Department of Corrections and the Hazelden Foundation. Intake and Orientation, Drug and Alcohol, Criminal Addictive Thinking, Socialization, Relapse Prevention and Re-integration.

Variable Length Men's Program: Stephanie Convington's Helping Men Recover and A New Direction (A Cognitive-Behavioral Treatment Curriculum) by the Minnesota Department of Corrections and the Hazelden Foundation.

Long-Term Men's Program: Thinking 4 Change and A New Direction (A Cognitive-Behavioral Treatment Curriculum) by the Minnesota Department of Corrections and the Hazelden Foundation.

Worker's Program: Thinking 4 Change and Stephanie Convington's Helping Men Recover.

7. One to One Counseling

Contractor will provide one to one counseling sessions to participants at a minimum of two times per month.

8. Reentry Planning/Collaboration

Contractor will prepare re-entry plans for each program participant. Staff will work in collaboration with other involved entities to ensure the participants have reentry plans and appropriate referrals for services upon release. Contractor will participate in regular case conferencing with other providers working with the same participants in-custody, such as with the Women's Reentry Achievement Program (WRAP), Leaders in Community Alternatives and the Bay Area Community Services. Additionally, Contractor will collaborate with community based partners to ensure effective re-entry planning.

9. Training Plan

Within 60 days of the contract's execution, Contractor will provide the Sheriff's Office with an annual training plan designed to ensure staff have the skills to deliver quality services to Solano County Jail participants

10. Performance Measures and Reporting Requirements

It is expected that the Contractor shall report, on a monthly basis at a minimum, the following data for each of the five program components:

- Number of referred participants.
- Number of participants who engage with the program.
- Number of participants who complete the program.
- Average length of stay for program completers.
- Number of participants who discharged from program prior to release and reason for discharge.
- Average length of stay for program non-completers, by reason.
- Number of Re-entry Plans Developed (whether a collaboration or developed by the program).
- Number of participants referred to at least one, two, three ,four or more community based provider(s) (whether a collaborative effort or referred by the program).
- Barriers which have prevented participants from completing the program, with percentages of participants experiencing these barriers.

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

1. Monthly Reporting Form

Provide a monthly reporting form that will be completed by the Contractor(s). The monthly report will contain the data elements the Sheriff's Office will require the Contractor(s) to report in order to gather the necessary information to evaluate the program. The report will also capture the services provided by staff on a monthly basis.

2. Administrative Workspace

Provide Contractor with work space for staff inclusive of telephone access, copy machine access, internet access.

3. Equipment Support

Provide Contractor with access to computers connected to the Sheriff's Office network in order that staff may perform their duties.

4. Contractor Training

Provide Contractor with the training required to implement the LSCMI, Thinking for A Change (T4C) and Controlling Anger and Learning to Manage (CALM).

5. Policies and Procedures

Make available to Contractor all current applicable Sheriff's General Orders and County policy and procedures.

6. Safety Training

Provide to Contractor staff the safety and security training necessary to work in the Solano County Jail.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. TOTAL COMPENSATION

Maximum compensation for substance abuse treatment services shall not exceed the amount in section 3 of the Standard Contract. Compensation shall include payment for services rendered in accordance with Exhibit A.

Contractor shall not be entitled to, nor receive from the County, any additional consideration, compensation, wages, or other remuneration for services rendered under this Contract other than that which is set forth in this Exhibit B.

The Contractor is not guaranteed to be paid the maximum compensation during the term of this Contract, or during any extension periods.

2. METHOD OF PAYMENT

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 on 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. See following:

1. Submit an invoice to County monthly based on dedicated staff hours.
2. Each invoice will be accompanied by a list that:
 - i. Identifies the names and the responsibility level of Contractor's staff (i.e. Clinician, Re-Entry Specialist, Manager, and Housing Specialist).
 - iii. States the number of dedicated hours provided by each.
 - iv. Itemizes all additional costs being invoiced with a brief explanation.
 - v. States the services rendered, to whom, date of service and accrued charges.
 - vi. Includes receipts and proof of receipt of goods for all non-salary and benefit expenses claimed.
 - vii. Includes copies of functional timesheets for all staff charged to the contract.

Contractor's failure to submit required supporting documentation with invoice will result in payments being withheld until documentation is received, reviewed and approved.

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 rates. In accordance with Section 19 in Exhibit C, periodic inspections of these documents may occur.

3. BUDGET

A. Budget Approval

Contractor's proposed budget effective February 12, 2018 has been accepted by the County. The budget is incorporated by this reference as Exhibit B-1.

B. Budget Modifications

- (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 County Inmate Programs Manager for pre-approval 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.

EXHIBIT B-1
PROGRAM BUDGET

HEALTHRIGHT 360

Contractor Positions	FTE	Annual Salary	Contract Salary	Monthly	2.5 Months
Manager	1	55,500	55,500	4,625	11,563
MFTI	0	60,000	-	-	-
AOD Counselor	4	42,000	168,000	14,000	35,000
Program Dir	0.05	58,000	2,900	242	604
Managing Dir	0.05	90,000	4,500	375	938
Sub-Total	5.1		230,900	19,242	48,104
Fringe Benefits	33%		76,197	6,350	15,874
Total Personnel Cost			307,097	25,591	63,979
Operating Expenses					
Supplies			7,500	625	625
Training			7,000	583	1,300
Total Operating Cost			14,500	1,208	1,925
Indirect Costs			321,597	26,800	65,904
Total Indirect	13.50%		43,403	3,618	8,897
TOTAL			365,000	30,418	74,801

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. 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.

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. The general aggregate limit shall be twice the required occurrence limit. |
| (Including operations, products and completed operations.) | | |
| (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: | \$1,000,000 | 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. The general aggregate limit shall be twice the required occurrence limit. |

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 required by these specifications 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.

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, inmate 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 inmate-identifying information, except for statistical information not identifying a particular inmate.

B. Contractor shall not use inmate 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 inmate, 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 inmate identifying particulars, such as fingerprints, voice print or photograph. Inmate 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 inmates 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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding Section 2 of the Standard Contract, and unless terminated by either party prior to June 30, 2018, this Agreement shall be automatically renewed with three one-year renewals upon mutual written agreement.

2. DRUG FREE WORKPLACE

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

3. ADDITIONAL WARRANTIES

A. Criminal Background Check

Contractor warrants that its employees have completed and passed a pre-employment criminal background check, including being fingerprinted, and that employees have no criminal convictions for serious and/or violent felonies as defined by Penal Code sections 1192.7 and 667.5 respectively, or misdemeanors involving violence or moral turpitude. Notwithstanding the preceding sentence, Contractor staff may include ex-offenders and ex-addicts; however, they must be successfully discharged from parole or probation supervision for at least three years and in recovery for at least three years as evidenced by the absence of drug or alcohol related arrests or convictions. Contractor employees will be required to complete and successfully pass a live-scan criminal background check with both County and Contractor named as recipients of any updates.

B. Employee Certifications

Contractor warrants that any certified employees providing services under this Contract are in good standing with their respective licensing boards or associations. Copies of appropriate credentials shall be on file at the Facility where they are available for review. Contractor shall periodically review employee credentials and require updated copies to ensure credentials on file remain current. Contractor further warrants that no employee has restrictions which would conflict with their job description.

C. Employee Movement

Contractor warrants it shall notify County immediately of any pending Contractor employee transfer or removal, but in no event less than forty-eight hours after Contractor's decision to transfer or terminate employee. The County reserves the right to refuse any personnel provided by the Contractor and/or reject any employee candidate without cause.

D. Copyright Licensing

Contractor warrants that Contractor possesses all necessary copyrights and/or use approval for all curricula used by Contractor.

E. 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.

4. CONFIDENTIALITY OF RECORDS

Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records. County and Contractor shall maintain the confidentiality of any information regarding inmates (or their families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the inmate's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.

California Code	Section	Relation
Penal Code	11105 et seq., 13300 et seq.	criminal offender records
	502	misuse of computer systems
Welfare & Institutions Code	11478.1	familial relationship
	5328	mental health records
	10850, 17006	public social services
Civil Code	56	medical records
Evidence Code	1012 et seq.	psychological records
	1040 et seq.	official information

5. INFORMATION REQUESTS AND DISCLOSURE

County shall be responsible for answering all public information requests. At County's request, Contractor shall assist County to ensure an accurate and timely response.

6. PUBLIC STATEMENTS

Contractor may not make public statements related to an inmate's treatment or progress without first consulting with County. County shall initiate all press releases.

7. 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.

8. COMMUNICATIONS

A. Internet, Intranet, and SharePoint

County will provide Contractor with access to the County information technology network, the internet and/or intranet, and/or the Sheriff's Sharepoint site, as needed, and authorized by the Sheriff for the Contractor to fulfill responsibilities under this Contract.

B. Personal Use

Contractor personnel shall use County telephones, facsimile machines, and network for business use only in accordance with County policies. Contractor is financially responsible for any non-business charges. County will provide Contractor with appropriate policy statements. Contractor shall communicate County policy to Contractor personnel and require all employees performing services under this Contract to execute the policy statements.

9. CLEARANCE REQUIREMENTS

A. Upon requesting entrance into the Facility or anytime within the security perimeter of the Facility, Contractor employees will be subject to search of their person and/or their personal belongings.

- B. While inside the Facility, Contractor employees must wear an authorized identification badge that includes a photo in a visible manner. Failure to display ID badges may be cause to deny access to the Facility.
- C. Contractor employees suspected of being under the influence of alcoholic beverages or drugs will be denied access to the Facility.
- D. Items prohibited from being brought into the Facility include, but are not limited to, weapons, alcoholic beverages, illegal drugs, or food items.
- E. County shall have sole discretion to determine security acceptability of all Contractor personnel at any time during the Contract period, and personnel found to be an unacceptable safety or security risk shall not be granted access to Facility.

10. EMERGENCY AUTHORITY

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

11. REPORT ACCIDENTS AND UNSAFE CONDITIONS

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

12. HIPAA COMPLIANCE - COVERED ENTITY TO COVERED ENTITY

County and Contractor each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act and agree to use and disclose protected health information as required by law.

County and Contractor acknowledge that the exchange of protected health information between them is only for treatment, payment and health care operations.

13. COMMUNICATIONS AND INTERPERSONAL RELATIONS WITH INMATES

Contractor agrees that all employees working at any County incarceration facility or is in contact with inmates will abide by the Solano County Sheriff's Office Affirmation of Understanding policy, Exhibit D-2, governing communications and interpersonal relations between Contractor and inmates. County reserves the right to deny access to any employee of Contractor if employee fails to abide by the Affirmation of Understanding policy. Denying access to a Contractor's employee for failing to abide by the Affirmation of Understanding policy will not constitute a material breach of the Contract by the County. Contractor agrees to replace any employee denied with a new employee.

EXHIBIT D-1

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

COMPANY/ORGANIZATION NAME

The contractor or grant recipient named above certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. The above-named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organization's policy of maintaining a drug-free workplace;
 - (c) Any available counseling, rehabilitation and employee assistance programs; and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement; and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, certify that I am duly authorized legally to bind the contractor to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Contractor or Grant Recipient Signature

Date

Official's Name (type or print)

Title

Federal Tax I.D. Number

Exhibit D-2
Page 1 of 1



**FIRST AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO
and
HEALTHRIGHT 360**

This First Amendment is made on July 1, 2018, between the **County of Solano**, a political subdivision of the State of California ("County") and **HealthRIGHT 360** ("Contractor").

1. Recitals

- A. The parties entered into a contract dated February 12, 2018 (the "Contract"), in which Contractor agreed to provide programming services that reduce substance abuse relapse and criminal behavior recidivism in the adult detention facilities of Solano County.
- B. The County now needs to increase the amount of the Contract and extend the term.
- C. This First Amendment represents an increase of \$1,128,179 and a three year extension of the Contract.
- D. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of Contract

Section 2 is deleted in its entirety and replaced with:

The term of this Contract is February 12, 2018 through June 30, 2021.

B. Amount of Contract

Section 3 of the Standard Contract is deleted in its entirety and replaced with:

The maximum amount of this Contract is: \$1,202,980.

C. Exhibit B, Budget Detail and Payment Provisions

Exhibit B-1 is deleted in its entirety and replaced with:

HEALTHRIGHT 360

Contractor Positions	FTE	Annual Salary	FY2017/18	FY2018/19	FY2019/20	FY2020/21
Manager	1	55,500	11,563	55,500	57,165	58,880
MFTI	0	60,000	-	-	-	-
AOD Counselor	4	42,000	35,000	168,000	173,040	178,231
Program Dir	0.05	58,000	604	2,900	2,987	3,077
Managing Dir	0.05	90,000	938	4,500	4,635	4,774
Sub-Total	5.1		48,104	230,900	237,827	244,962
Fringe Benefits	33%		15,874	76,197	78,483	80,837
Total Personnel Cost			63,979	307,097	316,310	325,799
Operating Expenses						
Supplies			625	7,500	7,753	7,882
Training			1,300	7,000	7,315	7,345
Total Operating Cost			1,925	14,500	15,068	15,227
Indirect Costs			65,904	321,597	331,378	341,026
Total Indirect	13.50%		8,897	43,403	44,736	46,039
TOTAL			74,801	365,000	376,114	387,065

3. Effectiveness of Contract

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

CONTRACTOR	COUNTY OF SOLANO
By  DR. VITKA EISEN, CHIEF EXECUTIVE OFFICER	By  BIRGITTA E. CORSELLO, COUNTY ADMINISTRATOR
	By  COUNTY COUNSEL



**SECOND AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO
and
HEALTHRIGHT 360**

This Second Amendment is made on June 30, 2021, between the **County of Solano**, a political subdivision of the State of California ("County") and **HealthRIGHT 360** ("Contractor").

1. Recitals

- A. The parties entered into a contract dated February 12, 2018 (the "Contract") as amended by the First Amendment, dated July 1, 2018, in which Contractor agreed to provide programming services that reduce substance abuse relapse and criminal behavior recidivism in the adult detention facilities of Solano County.
- B. The County now needs to extend the term of the Contract.
- C. This Second Amendment represents a one-year extension of the Contract.
- D. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of Contract

Section 2 is deleted in its entirety and replaced with:

The term of the Contract is February 12, 2018 through June 30, 2022.

B. Budget Detail and Payment Provisions

Exhibit B-1 is deleted in its entirety and replaced with

HEALTHRIGHT 360

Contractor Positions	FTE	Annual Salary	FY2017/18	FY2018/19	FY2019/20	FY2020/21	FY2021/22
Manager	1	55,500	11,563	55,500	57,165	58,880	58,880
MFTI	0	60,000	-	-	-	-	-
AOD Counselor	4	42,000	35,000	168,000	173,040	178,231	123,750
Program Dir	0.05	58,000	604	2,900	2,987	3,077	3,077
Managing Dir	0.05	90,000	938	4,500	4,635	4,774	4,774
Sub-Total	5.1		48,104	230,900	237,827	244,962	190,481
Fringe Benefits	33%		15,874	76,197	78,483	80,837	62,859
Total Personnel Cost			63,979	307,097	316,310	325,799	253,340
Operating Expenses							
Communication							1,200
Supplies			625	7,500	7,753	7,882	7,177
Training			1,300	7,000	7,315	7,345	2,600
Total Operating Cost			1,925	14,500	15,068	15,227	10,977
Indirect Costs			65,904	321,597	331,378	341,026	264,317
Total Indirect	13.50%		8,897	43,403	44,736	46,039	35,683
TOTAL			74,801	365,000	376,114	387,065	300,000

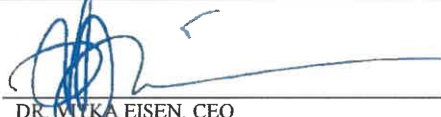
Section 3.A. Budget Approval is deleted in its entirety and replaced with:

A. Budget Approval

Contractor's proposed budget amount for FY2021/22 is \$300,000. The proposed budget has been accepted by the County and is subject to Inmate Welfare Fund Committee approval.

3. Effectiveness of Contract

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

HEALTHRIGHT 360	COUNTY OF SOLANO
By  DR. MYKA EISEN, CEO	By  BIRGITTA E. CORSELLO, COUNTY ADMINISTRATOR
	Approved as to Form: By  COUNTY COUNSEL, Deputy - R. FitzGerald



**THIRD AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO
and
HEALTHRIGHT 360**

This Third Amendment is made on June 30, 2022, between the **County of Solano**, a political subdivision of the State of California, ("County") and **HealthRIGHT 360** ("Contractor").

1. Recitals

- A. The parties entered into a contract dated February 12, 2018 (the "Contract") as amended by the First Amendment, dated July 1, 2018, and the Second Amendment dated June 30, 2021, in which Contractor agreed to provide programming services in the adult detention facilities of Solano County that reduce substance abuse relapse and criminal behavior recidivism.
- B. The County now needs to extend the term and increase the amount of the Contract.
- C. This Third Amendment represents an increase of \$500,000 and a one-year extension of the Contract.
- D. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of Contract

Section 2 is deleted in its entirety and replaced with: The term of the Contract is February 12, 2018 through June 30, 2023.

B. Maximum Amount

Section 3 is deleted in its entirety and replaced with: The maximum amount of the Contract is: \$1,702,980.

C. Section 3.A of Exhibit B [Budget Detail and Payment Provisions] is deleted in its entirety and replaced with:

A. Budget Approval

Contractor's proposed budget amount for FY2022/23 is \$500,000. The proposed budget has been accepted by the County and is subject to Inmate Welfare Fund Committee approval.

D. Exhibit B-1 is deleted in its entirety and replaced with:

///

///

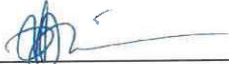
///

///

HEALTHRIGHT 360								
Contractor Positions	FTE	Annual Salary	FY2017/18	FY2018/19	FY2019/20	FY2020/21	FY2021/22	FY2022/23
Manager	1	55,500	11,563	55,500	57,165	58,880	58,880	61,800
MFTI	0	60,000	-	-	-	-	-	-
AOD Counselor	4	42,000	35,000	168,000	173,040	178,231	123,750	208,000
Program Dir	0.05	58,000	604	2,900	2,987	3,077	3,077	
Managing Dir	0.05	90,000	938	4,500	4,635	4,774	4,774	16,050
Sub-Total	5.1		48,104	230,900	237,827	244,962	190,481	285,850
Fringe Benefits	33%		15,874	76,197	78,483	80,837	62,859	128,633
Total Personnel Cost			63,979	307,097	316,310	325,799	253,340	414,483
Operating Expenses								
Storage								2000
Communication							1,200	8,000
Supplies			625	7,500	7,753	7,882	7,177	8,000
Travel								2,046
Training			1,300	7,000	7,315	7,345	2,600	6,000
Total Operating Cost			1,925	14,500	15,068	15,227	10,977	26,046
Indirect Costs			65,904	321,597	331,378	341,026	264,317	440,529
Total Indirect	13.50%		8,897	43,403	44,736	46,039	35,683	59,471
TOTAL			74,801	365,000	376,114	387,065	300,000	500,000

3. Effectiveness of Contract

Except as set forth in this Third Amendment, all other terms and conditions specified in the Contract, as amended by its First and Second Amendments, remain in full force and effect.

HEALTHRIGHT 360		COUNTY OF SOLANO	
By		By	
	DR. VITKA EISEN, CEO		BILL EMLLEN, COUNTY ADMINISTRATOR
Approved as to Form:			
		By	
			Carrie Blacklock, Asst. County Counsel



**FOURTH AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO
and
HEALTHRIGHT 360**

This Fourth Amendment is made on June 30, 2023, between the **County of Solano**, a political subdivision of the State of California ("County") and **HealthRIGHT 360** ("Contractor").

1. Recitals

- A. The parties entered into a contract dated February 12, 2018 (as amended, the "Contract") as amended by the First Amendment, dated July 1, 2018, the Second Amendment, dated June 30, 2021, and the Third Amendment, dated June 30, 2022, in which Contractor agreed to provide programming services that reduce substance abuse relapse and criminal behavior recidivism in the adult detention facilities in Solano County.
- B. The County now needs to extend the term of the Contract.
- C. This Fourth Amendment represents a one-year extension of the Contract.
- D. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of Contract

Section 2 is deleted in its entirety and replaced with:

The term of the Contract is February 12, 2018 through June 30, 2024.

B. Budget Detail and Payment Provisions

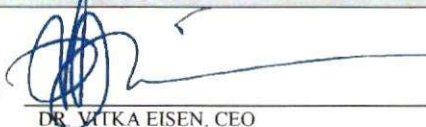
Section 3A is deleted in its entirety and replaced with:

Contractor shall submit a budget proposal for up to \$400,000 for the period 07/01/23-06/30/24.

Once accepted by the county, this budget will be incorporated into the contract.

3. Effectiveness of Contract

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

HEALTHRIGHT 360	COUNTY OF SOLANO
By  _____ DR. VITKA EISEN, CEO	By  _____ BILL EMLÉN, COUNTY ADMINISTRATOR
Approved as to Form:	
	By:  _____ COUNTY COUNSEL



**FIFTH AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO
and
HEALTHRIGHT360**

This Fifth Amendment is made on May 1, 2024, between the **County of Solano**, a political subdivision of the State of California ("County") and **HealthRIGHT360** ("Contractor").

1. Recitals

- A. The parties entered into a contract dated February 12, 2018 (the "Contract") as amended by the First Amendment, dated July 1, 2018, the Second Amendment, dated June 30, 2021, and the Third Amendment, dated June 30, 2022, the Fourth Amendment, dated June 30, 2023, in which Contractor agreed to provide programming services that reduce substance abuse relapse and criminal behavior recidivism in the adult detention facilities in Solano County.
- B. The County now needs to increase the amount of the Contract.
- C. This Fifth Amendment represents an increase of \$57,030.
- D. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Amount of Contract

Section 3 of the Standard Contract is deleted in its entirety and replaced with:

The maximum amount of this Contract is \$2,160,010.

B. Budget

1. The first sentence in Section 3.A. of Exhibit B is amended to add:

Contractor's proposed Budget Modification#1 effective March 31, 2024, has been accepted by the County.

2. Exhibit B-1 Positive Directions Budget is deleted in its entirety and replaced with Attachment A.

3. Effectiveness of Contract

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

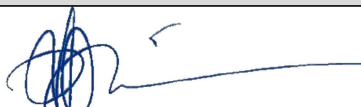
HEALTHRIGHT360	COUNTY OF SOLANO
By  _____ VITA EISEN, MSE, Ed.D, PRESIDENT & CEO	By  _____ William Emlen (May 9, 2024 11:01 PDT) BILL EMLN, COUNTY ADMINISTRATOR Approved as to Form: By  _____ Michael McDonald (May 3, 2024 13:01 PDT) COUNTY COUNSEL

Exhibit B-1
Budget Modification#1

Solano County - Positive Directions	
	FY 2023/24
A. Personnel	
Program Manager (1.0 FTE)	\$74,080
AOD Counselor (3.0 FTE)	\$216,000
Subtotal Wages	\$290,080
Fringe Benefits (29.2%)	\$84,720
Total Personnel	\$374,800
B. Operating Expenses	
Storage	\$1,140
Communication	\$12,610
Supplies	\$5,260
Travel	\$1,550
Training	\$680
Total Operating Expenses	\$21,240
C. Indirect Costs (15.4%)	\$60,990
TOTAL	\$457,030



**SIXTH AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO
and
HEALTHRIGHT360**

This Sixth Amendment is made on June 30, 2024, between the **County of Solano**, a political subdivision of the State of California ("County") and **HealthRIGHT360** ("Contractor").

1. Recitals

- A. The parties entered into a contract dated February 12, 2018 (the "Contract") as amended by the First Amendment, dated July 1, 2018, the Second Amendment, dated June 30, 2021, and the Third Amendment, dated June 30, 2022, the Fourth Amendment, dated June 30, 2023, the Fifth Amendment, dated May 1, 2024 in which Contractor agreed to provide programming services that reduce substance abuse relapse and criminal behavior recidivism in the adult detention facilities in Solano County.
- B. The County now needs to increase the amount of the Contract and extend the term.
- C. This Sixth Amendment represents an increase of \$626,624 and a one-year extension.
- D. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of the Contract

Section 2 is deleted in its entirety and replaced with:

The term of this Contract is February 12, 2018 through June 30, 2025.

B. Amount of Contract

Section 3 of the Standard Contract is deleted in its entirety and replaced with:

The maximum amount of this Contract is \$2,400,000.

C. Budget

- 1. The first sentence in Section 3.A. of Exhibit B is amended to add:
Contractor's proposed budget effective July 1, 2024, has been accepted by the County.
- 2. Exhibit B-1 Program Budget is deleted in its entirety and replaced with Attachment A.

3. Effectiveness of Contract

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

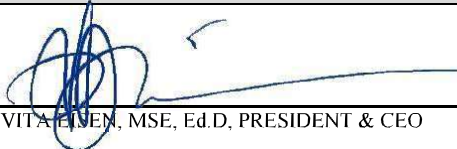
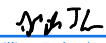
HEALTHRIGHT360	COUNTY OF SOLANO
By  _____ VITA EMLIN, MSE, Ed.D, PRESIDENT & CEO	By  William Emlen (Jul 5, 2024 09:08 PDT) _____ BILL EMLIN, COUNTY ADMINISTRATOR Approved as to Form: By  Michael McDonald (Jun 4, 2024 11:48 PDT) _____ COUNTY COUNSEL

Exhibit B-1
Program Budget

Solano County - Positive Directions	
	FY 2024/25
A. Personnel	
Program Manager (1.0 FTE)	\$77,784
AOD Counselor (4.0 FTE)	\$302,400
Subtotal Wages	\$380,184
Fringe Benefits (36%)	\$136,870
Total Personnel	\$517,054
B. Operating Expenses	
Storage	\$1,140
Communication	\$13,000
Supplies	\$8,260
Travel	\$1,550
Training	\$2,000
Total Operating Expenses	\$25,950
C. Indirect Costs (15.4%)	\$83,620
TOTAL	\$626,624

HealthRIGHT360 Amendment 6 Agenda# 24-432

Final Audit Report

2024-07-05

Created:	2024-06-06
By:	Tracy Holman (tkholman@solanocounty.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzQhIHqWMBGAuj3u6F_oGX4IL_ekrxyoh

"HealthRIGHT360 Amendment 6 Agenda# 24-432" History

-  Document created by Tracy Holman (tkholman@solanocounty.com)
2024-06-06 - 10:20:10 PM GMT
-  Document emailed to Tami Lukens (tdlukens@solanocounty.com) for signature
2024-06-06 - 10:29:15 PM GMT
-  Email viewed by Tami Lukens (tdlukens@solanocounty.com)
2024-06-17 - 4:59:29 PM GMT
-  Document e-signed by Tami Lukens (tdlukens@solanocounty.com)
Signature Date: 2024-06-17 - 5:17:52 PM GMT - Time Source: server
-  Document emailed to Alicia Draves (amdraves@solanocounty.com) for approval
2024-06-17 - 5:18:00 PM GMT
-  Document approved by Alicia Draves (amdraves@solanocounty.com)
Approval Date: 2024-06-25 - 8:02:12 PM GMT - Time Source: server
-  Document emailed to William Emlen (WFEmlen@SolanoCounty.com) for signature
2024-06-25 - 8:02:19 PM GMT
-  Email viewed by William Emlen (WFEmlen@SolanoCounty.com)
2024-07-03 - 9:36:11 PM GMT
-  Email viewed by William Emlen (WFEmlen@SolanoCounty.com)
2024-07-05 - 2:47:00 PM GMT
-  Document e-signed by William Emlen (WFEmlen@SolanoCounty.com)
Signature Date: 2024-07-05 - 4:08:41 PM GMT - Time Source: server

✔ Agreement completed.

2024-07-05 - 4:08:41 PM GMT