



**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: 4/23/20	
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 Sole Source Contract? Bid/RFP No: 918-1217-25 <input type="checkbox"/> YES <input type="checkbox"/> NO Date Please attach copy of Bid/RFP or justification.	
<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"/> Amendment/Change Order Amendment/Change Order Number Contract No: Date: Please attach copies of original/amendments	
6. Description of Contract: Contractor to provide Substance Use Disorder treatment for adult clients in Probation Department.	7. Name of Contractor: ARCHWAY	
8. EIN SSN 		
9. Is Contractor a California Public Pension Plan Retiree? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes: Name of Public Pension Plan: Date of Retirement: 		
10. Does Contractor have a personal relationship in a direct line of supervision in your Department? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, please describe relationship: 		
11. 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: 		
12. Effective Date: Original Contract: 7/1/20 This amendment: 	13. Termination Date: 6/30/20 By this amendment: 	
14. Contract Budget: Original Contract Amount: \$ 300,000 Total of Previous Amendments: \$ Current Amendment: \$ Total Amount of Contract \$ 	15. Payment Terms: <input type="checkbox"/> Prepaid <input checked="" type="checkbox"/> Arrears <input type="checkbox"/> Fixed <input checked="" type="checkbox"/> Actual <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 checked="" type="checkbox"/> SB
17. Fund: 900 Budget 6675 Unit: 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.	6/24/20	
20. Remarks		
21. Signature Route: <u>San Chesser</u> San Chesser (Apr 23, 2025 14:47 PDT)	Email 	Email
Department Contract Administrator San Chesser		HR Analyst (for Contract Employees) or General Liabilities (for insurance changes)
Contractor Signatory Name (Informational only) Email 		<u>Tami Lukens</u> Email
Department Head or Designee Dean J. Farrah	Email 	CAO Analyst Tami Lukens
County Counsel Reviewer Julie Barga	Email 	<u>Bill Emlen</u> Bill Emlen (Jun 26, 2025 14:16 PDT)
Julie Barga (Apr 25, 2025 11:09 PDT)		Authorizing Signature (CAO/DH)
County Counsel Reviewer Julie Barga		Bill Emlen



County of Solano Standard Contract

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

BUDGET ACCOUNT: 6675

SUBOBJECT ACCOUNT: 2245

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

ARCHWAY RECOVERY SERVICES

CONTRACTOR'S NAME

BUSINESS FORM

2. The Term of this Contract is:

JULY 1, 2025 – JUNE 30, 2028

3. The maximum amount of this Contract is:

\$300,000.00

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

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provisions

Exhibit C – General Terms and Conditions

This Contract is made on July 1, 2025

CONTRACTOR	COUNTY OF SOLANO
ARCHWAY RECOVERY SERVICES	
CONTRACTOR'S NAME <u>Kevin Phillips</u> Kevin Phillips (Apr 22, 2025 12:24 PDT)	<u>Bill Emlen</u> Bill Emlen (Jun 26, 2025 14:16 PDT) AUTHORIZED SIGNATURE DATED
SIGNATURE <u>Kevin Phillips</u>	BILL EMLEN COUNTY ADMINISTRATOR
PRINTED NAME Executive Director	675 TEXAS STREET, SUITE 6500
TITLE 609 JEFFERSON ST.	ADDRESS
ADDRESS FAIRFIELD CA 94533	FAIRFIELD CA 94533
CITY FAIRFIELD	CITY STATE ZIP CODE FAIRFIELD CA 94533
STATE CA	STATE ZIP CODE CA 94533
ZIP CODE 94533	
	DEPARTMENT HEAD OR DESIGNEE DATED Approved as to Content: <u>Dean J. Faraj</u>
	DEPARTMENT HEAD OR DESIGNEE DATED Approved as to Form: <u>Julie Barga</u>
	COUNTY COUNSEL DATED Julie Barga (Apr 25, 2025 11:09 PDT)

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

I. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- A. The purpose of this contract is to provide comprehensive Adult Substance Use Disorder (SUD) treatment and support services to adult clients on active probation supervision. Archway Recovery Services (ARS) has a comprehensive service model that integrates a continuum of care that is person-centered, trauma-informed, and evidence-based. ARS is part of Solano County's Drug Medi-Cal ODS, which provides Substance Use Disorder treatment for adult clients.
- B. ARS will provide American Society of Addiction Medicine (ASAM) screenings and assessments, and develop individualized treatment plans. The program will provide treatment services, Medically Assisted Treatment (MAT) services, and trauma informed care. The embedded AOD-C will provide prevention programs to assist with crime prevention, reduce risk factors associated with substance use, and promote wellness for all clients. The embedded counselor will conduct outpatient treatment and Motivational Enhancement Therapy (MET) services at Probation's Centers for Positive Change (CPC) in both Fairfield and Vallejo.

1. Assessments

- a) ARS will provide ASAM Screening and ASAM assessment services to persons referred by the Solano County Probation Department's CPC's. The ASAM assessment is the evidence-based treatment standard for SUD and SUD with cooccurring Mental Health disorders. Each assessment will be patient-centered and will be sufficient to assess for both SUD and co-occurring mental health disorders.

2. Treatment Plans

- a) ARS will develop an individualized treatment plan to include treatment goals and services based on the assessment for each client referred to and admitted to ARS for treatment at the Long-Term Residential Treatment (LRT) Level of Care (LOC).
- b) Clients referred to and admitted to ARS for detoxification services will receive a treatment plan that follows a standard withdrawal management treatment protocol determined by the Department of Health Care Services (DHCS) that includes WM checks every 30 minutes for the first 72 hours or until the client is deemed to be beyond risk from adverse WM symptoms.
- c) Clients referred to and admitted to the Intensive Outpatient or Outpatient program will have a treatment plan managed as a Problem List that will be addressed by the client in their work with their counselor and updated regularly. Note: This is consistent with the standard determined by DHCS.

3. Treatment Services

- a) All ARS will provide detoxification, residential, and outpatient treatment services, including individual and/or group therapy and psychoeducation. All clients referred to and admitted to ARS who qualify for Medi-Cal, will receive all treatment services with no cost to the Solano County Probation Department.
- b) All clients at any level of care who are not eligible for Medi-Cal, will be charged on a per/diem basis at a rate consistent with the standard reimbursement rate as documented in the ARS contract with Partnership HealthPlan of California.

4. MAT Services

- a) ARS will provide detoxification, residential, and outpatient treatment services, including individual and/or group therapy and psychoeducation. All clients referred to and admitted to ARS who qualify for Medi-Cal, will receive all treatment services with no cost to the Solano County Probation Department.
- b) All clients at any level of care who are not eligible for Medi-Cal, will be charged on a per/diem basis at a rate consistent with the standard reimbursement rate as documented in the ARS contract with Partnership HealthPlan of California.

5. Trauma Informed Care

- a) All clients referred to and admitted to ARS at any LOC will receive trauma-informed care. This is a normal of customary ARS practice.

6. Staffing Plan

- a) ARS will provide an embedded AOD-C to provide prevention programs to assist with crime prevention, reduce risk factors associated with substance use, and promote well-being for all clients referred to ARS to receive these services. Services will include, but not limited to, Harm Reduction Education, Motivational Enhancement Therapy, AOD Oriented Court Advocacy Services, and Referral Services to SUD treatment. The embedded AOD-C will coordinate with the CPC Case Manager at the time of referral to organize a warm hand-off with the incoming client. The AOD-C will engage with the incoming client prior to admissions by way of 1x1 meeting at the CPC, supportive phone call or text, or pre-orientation to the program. The goal is to build rapport and increase engagement for intake and participation in the individual counseling sessions and groups. The embedded AOD-C will work at both Fairfield and Vallejo Probation Department offices, M-W-F in Fairfield, and T-Th in Vallejo. This schedule will serve as a basis structure for services. It is understood that the ARS staff member may be required to be present at one or the other office on any given day depending on the needs of the client and CPC. The 1x1 sessions and groups will be conducted at both the

Fairfield and Vallejo Probation Department offices.

- b) The goal of the Embedded Counselor Program is to improve outcomes for clients who are diagnosed with an active Substance Use Disorder and who are referred to ARS for treatment by the Probation Department as evidenced by:
 - i. 75% of clients referred to ARS by the Embedded Counselor comply with treatment.
 - ii. 75% of clients who comply with treatment successfully establish long-term recovery within one year of initial referral.
 - iii. 75% of clients who relapse return to a higher level of care to support their motivation for long-term recovery.
- c) To achieve this goal, the ARS Embedded Counselor will:
 - i. Work with Probation staff on a regular basis to engage their clients who assess Substance Use Disorder.
 - ii. Use Motivational Enhancement Therapy to facilitate admission to SUD treatment at the appropriate (assessed) level of care.
 - iii. Facilitate admission to SUD treatment.
 - iv. Coordinate SUD treatment at both the Vallejo and Fairfield CPC's for SUD patients who have admitted for treatment at the appropriate level of care as evidenced by consistent treatment compliance. The Embedded Counselor may coordinate with other ARS providers to deliver treatment as needed.
- d) The embedded AOD-C will provide SUD Prevention Education with additional support by an ARS Community Health Worker when indicated. These services will provide education and access to resources for high-risk populations identified by Probation.

7. Case Management

- a) ARS will provide case management services (Care Coordination) to ensure continuity of care for all probation clients referred to and admitted to ARS at any level of care. It will also provide these services to high-risk populations identified by Probation through the ARS Enhanced Care Management Program.
- b) The Care Coordinator will be responsible for developing resourcing for patients while working closely with AOD counselors to coordinate care in alignment with their treatment plans. The Care Coordinator will meet with patients to evaluate needs, assess risk, and ensure compliance with program health standards, update vital records, develop job readiness, find employment and housing, and coordinate after-care support

and other support systems. Care Coordinators will work closely with supervisors, AOD Counselors, third-party referral sources, and other support resources to update, coordinate care, and advocate for patients on their caseload.

8. Discharge Summaries

- a) ARS will provide a discharge summary to contain a relapse prevention plan to meet client's specific needs, to include all clients referred to and admitted to ARS at any LOC. A successful discharge indicates completion of treatment plan goals. It expresses confidence that the patient will be successful at a lower level of care.
- b) Every discharge summary will include:
 - i. A review of the original patient assessment and diagnosis.
 - ii. A review of treatment goals and objectives.
 - iii. The status of the patient when discharged.
 - iv. A description of the patient's achievement of goals and objectives identified in the treatment plan.
 - v. A statement that identifies patient's current recovery assets, continuing challenges, needs, and risks.
 - vi. Recommendations for the patient to address challenges, needs, and risks.
 - vii. Any rereferrals that the counselor will make upon discharge.
 - viii. Patient comments, unless the patient leaves against medical advice prior to the drafting of the discharge summary.

- c) The patient's Relapse Prevention Plan is retained in the patient's chart and will be provided to the Solano County Probation Department when requested with a current release of information signed by the patient on file.

9. Transition and Sustained Recovery Services

- a) ARS will provide a continuous continuum of care for transition and sustained recovery for all probation clients referred to and admitted to ARS at any level of care. This includes but is not limited to:
 - i. Continuing case management services following a successful graduation from the program or unsuccessful separation from the program.
 - ii. Securing housing in a Recovery Home for up to six months for MediCal members following a successful discharge from residential qualified by the client's adherence to house rules and norms.

- iii. Continuing housing navigation services to assure the client is able to secure stable housing after six months.
- iv. Support for a search for stable employment.

B. DATA COLLECTION, PERFORMANCE MEASURES AND SUBMITTALS

1. Contractor shall submit to the County, in the format approved by the County, data reports on a monthly basis with invoicing.
2. Contractor shall submit a monthly data report to the Probation Services Manager which includes, but is not limited to:
 - a) Overall outcome status
 - b) Number of referrals
 - c) Number of enrollments
 - d) Accepted/placed into service/reason for non-acceptance
 - e) Participant name
 - f) Services received (group, 1x1, or client referred to higher level of care)
 - g) Number of clients requiring enhanced services to engage.
 - h) Number of terminations
 - i) Number of completions
 - j) Number of 1x1 sessions
 - k) Rolling year to date data on number of completions
 - l) Additional data as requested by Probation Department

3. Progress Reports

Progress reports for all probation clients referred to and admitted to ARS at any LOC will be provided to the Probation Department when requested with a current release of information signed by the patient on file.

4. Compliance Reporting

ARS will submit regular reports on program performance to Solano County Probation, including compliance with funding and regulatory requirements related to all SCPD clients referred to and admitted to ARS at any level of care. A final program evaluation report will be submitted at the end of the contract period.

C. OTHER REQUIREMENTS FOR SERVICE DELIVERY STAFF:

1. Criminal Records Check

- a) Contractor shall ensure all existing staff and prospective staff and volunteers performing services as part of, related to, or in connection with the Agreement whose duties do not require his/her presence at the herein referenced locations have a criminal record check and pay for any and all associated costs. The criminal record check shall be through one of the local law enforcement agencies and consist of a local law enforcement record check, a California Department of Motor Vehicle check, and a Live Scan submitted to the California Department of Justice (CDCO).
- b) For existing staff and prospective staff and volunteers performing services as part of, related to, or in connection with this Agreement whose duties require his/her physical presence at the herein referenced locations, County will conduct a criminal records check. Prospective Contractor staff or volunteer may commence services only after the results or the live scan have been received and the person is deemed suitable for work by County. Failure by Contractor to comply with the criminal records check requirements may result in withholding of payments until compliant.

2. Staff Professional Standards

- a) Warrant that all employees and volunteers under this contract have background experience, training, work experience, licenses, and supervision necessary for the performance of services in a manner of, and according to the standards observed by, a practitioner of the same profession, and in keeping with all Federal, State and County laws. Contractor shall provide a list of current employees and copies or permits, licenses, certifications, or other documents certifying staff training and qualifications upon demand from County.
- b) Contractor and County shall meet to discuss the selection of the therapists or counselors assigned to provide services. Contractor shall, upon the written request of Probation remove the therapists when they fail to act in the best interest of the County in the provision of services under this Contract. In addition, persons employed by Contractor who fail to obtain security clearance may be denied admittance in the Juvenile Detention Facility and/or Probation offices. Staff hired to fill these positions will meet the employment policies and requirements of both agencies.

3. Terminations and Transfers

- a) Notify County of any program related staff terminations or transfers prior to separation of service or transfer, or immediately upon separation of service or transfer when circumstances dictate (e.g., resignation without notice, immediate dismissal or transfer warranted, etc.).

4. Drugs and Alcohol

a) Contractor shall not allow the use or possession of drugs, including alcohol, in the workplace or facility.

5. Incident Reporting

a) Contractor shall report to County, within 24 hours (excluding holidays and weekends), any notable incidents occurring while clients are receiving services under this contract pursuant to the following outline:

- Physical confrontation between staff and client, between clients, clients and non-staff, between staff and non-staff, and any threats of violence, including self-inflicted violence.
- Any law violation.
- Possession of any illegal drugs, paraphernalia, weapons, or other contraband.
- Failure or refusal to participate in program.
- Participant discharge or disqualified from program and reasons for said discharge or disqualification.

6. Confidentiality

a) Contractor agrees to maintain the confidentiality of client records and/or client information pursuant to : Title 42 United States Code (USC) Section 290 dd-2; title 42 Code of Federal Regulations (CFR), Part 2; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Sections 14100.2 and 5328; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56-56.37, 1798.80 – 1798.82, and 1798.85; and Penal (PC) Sections 11140, 11142, and 13303. Client records and/or information must comply with all appropriate State and Federal requirements. Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of these services or other uses as authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

7. Status Reports

a) Contractor shall, upon request, provide written status reports to County and delivered to such places and times as directed by County.

8. Aggregate Outcomes

a) Contractor must be mindful and work toward the following aggregate outcomes of the Probation Department's Reentry, Rehabilitation, Treatment, and CPC's programs and services which include: reducing or eliminating anti-social behavior and ideation, as well as reducing or eliminating criminal behavior.

9. Meetings

- a) Contractor shall participate in meetings held by County or County's designees as related to Probation Programming and CPC services and (if applicable) cooperate in the data collection for Contractor's particular component and will provide data as requested by the County Program Evaluator.

10. Training

- a) Contractor shall participate in at least one (1) training on Evidence-Based Practices per year. Contractor will attend all assigned training as directed by County and participate in Quality Assurance to ensure program fidelity.

II. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- A. Refer program participants to Contractor.
- B. Provide Contractor relevant participant information to assist Contractor in engaging participant and providing appropriate services.
- C. Provide Contractor with any forms and/or examples of reporting formats required to fulfill Contractor's responsibilities under this Contract.
- D. Probation Services Manager will provide program oversight and exercise final approval for all items where County approval is required. County shall provide Contractor with explanation when final approval is not given.
- E. Provide furniture, supplies, and equipment to include but not limited to, a desk, chair, paper, copier, telephone, and computer that is connected to the County of Solano network as necessary for Contractor to provide services under this Contract.

EXHIBIT B
PAYMENT PROVISIONS

1. TOTAL COMPENSATION

Maximum contract amount **shall not exceed \$300,000.**

Archway Recovery Services Annual Budget								
	Rate	Hours	Week	Month	Benefits	Total Benefits	Months	Total
Embeded ARS Counselor	\$34.00	40	\$1,360.00	\$5,712.00	20%	\$1,142	12	\$82,252.80
Electronic Health Record Access				\$140.00			12	\$1,680.00
Compliance Training				\$100.00			12	\$1,200.00
								\$85,132.80
Quality Performance/Reporting	\$80.00	2.5	\$200.00	\$840.00	N/A	N/A	12	\$10,080.00
	Distance	Trp/Dys/ Mnth	IRS Miles	Total Month				
Mileage	16.40	18	\$0.67	\$197.78			12	\$2,373.41
Lap Top PC								\$2,000.00
Total Budget								\$4,373.41
								\$99,586.21

2. METHOD OF PAYMENT

A. Upon submission of an invoice by Contractor, and upon approval by County, County shall pay Contractor monthly in arrears for services rendered the prior month, up to the maximum amount provided for above. A sample invoice is incorporated into this Contract as Attachment B-1.

B. Contractor shall submit monthly invoices on or before the tenth calendar day of each month to ensure timely payment. Contractor shall submit with each invoice a detailed cost schedule for each category line item reflecting costs by type (e.g., salaries, benefits, communication, rent, equipment lease, supplies, mileage, etc.). Total category line-item expense reported per the schedule must equal amount charged on invoice. Contractor's failure to provide a detailed cost schedule with invoice may result in payments being withheld until the report is received and approved by County. Contractor's failure to provide required monthly reports and/or attendance records may result in payments being withheld until items are received.

Company Logo		INVOICE		
Substance Abuse Treatment Services to Solano County, rendered on XXXXX				
BILL TO: Solano County Probation Attn: Accounts Payable 475 Union Avenue Fairfield, CA 94533		REMIT PAYMENT TO:		
Contract No.	Invoice Date	Invoice No.	Terms	Due Date
			Net 30	
Description				Amount
				\$
				\$
				\$
				\$
Comments:				
Attachment: <input type="checkbox"/> Detailed Schedule of Costs		BALANCE DUE		\$

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment. 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:	\$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 "Anti-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.

Archway SUD Treatment - Contract

Final Audit Report

2025-04-22

Created:	2025-04-22
By:	San Chesser (SMChessser@SolanoCounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAG4aT8B2YF38ZA6ihFJq6bTUHLjcX6dCZ

"Archway SUD Treatment - Contract" History

-  Document created by San Chesser (SMChessser@SolanoCounty.gov)
2025-04-22 - 3:24:08 PM GMT
-  Document emailed to Kevin Phillips (kevin@archwayrecovery.org) for signature
2025-04-22 - 3:25:43 PM GMT
-  Email viewed by Kevin Phillips (kevin@archwayrecovery.org)
2025-04-22 - 7:24:05 PM GMT
-  Document e-signed by Kevin Phillips (kevin@archwayrecovery.org)
Signature Date: 2025-04-22 - 7:24:45 PM GMT - Time Source: server
-  Agreement completed.
2025-04-22 - 7:24:45 PM GMT



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Archway Contract

Final Audit Report

2025-06-26

Created:	2025-04-23
By:	San Chesser (SMChesser@SolanoCounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqyWMv7S8GnACG6NTqqupa_Lw3URhKVFa

"Archway Contract" History

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-  Document emailed to djfarrah@solanocounty.com for signature
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-  Email viewed by djfarrah@solanocounty.com
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-  Signer djfarrah@solanocounty.com entered name at signing as Dean J. Farrah
2025-04-23 - 10:57:04 PM GMT
-  Document e-signed by Dean J. Farrah (djfarrah@solanocounty.com)
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-  Document emailed to Julie Barga (jabarga@solanocounty.com) for signature
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-  Email viewed by Julie Barga (jabarga@solanocounty.com)
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-  Document e-signed by Julie Barga (jabarga@solanocounty.com)
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-  Email viewed by tdlukens@solanocounty.com
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-  Document signing delegated to Tami Lukens (tdlukens@solanocounty.gov) by tdlukens@solanocounty.com
2025-04-25 - 7:27:17 PM GMT
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-  Document emailed to Alicia Draves (amdraves@solanocounty.com) for approval
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2025-05-25 - 6:00:59 AM GMT



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 Document approved by Alicia Draves (amdraves@solanocounty.com)
Approval Date: 2025-06-25 - 4:58:34 PM GMT - Time Source: server



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2025-06-25 - 4:58:35 PM GMT

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 Signer wfemlen@solanocounty.com entered name at signing as Bill Emlen

2025-06-26 - 9:16:46 PM GMT

 Document e-signed by Bill Emlen (wfemlen@solanocounty.com)

Signature Date: 2025-06-26 - 9:16:48 PM GMT - Time Source: server

 Agreement completed.

2025-06-26 - 9:16:48 PM GMT



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