



## **CONTRACT PROPOSAL BETWEEN THE COUNTY OF SOLANO AND ALOHA PSYCHIATRY INC.**

### **PROPOSED AGREEMENT FOR LOCUM TENENS COVERAGE**

This proposed agreement (“AGREEMENT”) is between Aloha Psychiatry Inc. and Solano County (“COUNTY”) for the purpose of Aloha Psychiatry Inc. arranging for qualified Locum Tenens psychiatrists and nurse practitioners (“PROVIDER” OR “PROVIDERS”) in the practice of **Telepsychiatry** to the COUNTY for the times and rates specified in **ATTACHMENT A**. This agreement shall commence on July 1, 2025 and shall continue until June 30, 2026 (the “Initial Term”), unless terminated earlier as provided herein. At the end of the Initial Term, this AGREEMENT shall automatically be extended for incremental one-year terms.

**Telepsychiatry** means any mental health service provided remotely via the internet and any form of teleconferencing equipment and software that allows real-time audio, that is approved by COUNTY, and visual communication between PROVIDER(s) and COUNTY’S Clients and after sufficient initial examination also includes any and all subsequent telephone, fax, e-mail, and written communication necessary for PROVIDER(s) to provide follow-up services to COUNTY’S Clients identified as under the established care of PROVIDER(s). At no point shall PROVIDER(s) be asked or expected by County to provide mental health services of any kind to a Client who has not been established as under the care of PROVIDER(s) as defined by an initial evaluation that includes both visual and auditory interaction as required by California Telemedicine Development Act of 1996, Senate Bill 1665, Business & Professions Code Section 2242 and 2242.1 and 2290.5.

The terms and conditions of this AGREEMENT are set forth below:

#### **A. DUTIES OF Aloha Psychiatry Inc.:**

- A.1 Use best efforts to identify Locum Tenens PROVIDERS acceptable to COUNTY.
- A.2 Screen and obtain references for all Locum Tenens PROVIDERS including verification of licensure
- A.3 Arrange malpractice insurance coverage through Aloha Psychiatry Inc.’s insurance carrier for Locum Tenens PROVIDERS.
- A.4 Make payments to PROVIDERS providing locum tenens coverage from payments made under this AGREEMENT by COUNTY to Aloha Psychiatry Inc.



**B. DUTIES OF COUNTY:**

- B.1 Once a PROVIDER is presented to COUNTY by Aloha Psychiatry Inc., COUNTY agrees to notify Aloha Psychiatry Inc. within five (5) business days of its intentions to accept or not accept the services of said PROVIDER.
- B.2 Supply Locum Tenens PROVIDERS, according to the required specialty, with a (i) reasonable coverage schedule; (ii) applicable orientation to PROVIDER of COUNTY's facility and required policies and procedures; (iii) reasonably maintained, usual and customary equipment and supplies, including all necessary telecommunication equipment for Telepsychiatry sessions at County's facilities, (iv) a suitable practice environment complying with acceptable ethical and procedural standards, and, as necessary, (v) appropriately trained support staff, all so as to enable the PROVIDER to perform medical services in his or her specialty on comparable terms to other practitioners in the same specialty at COUNTY's facility.
- B.3 Shall bill for, collect and retain all professional fees generated by services rendered by PROVIDER.
- B.4 Establish and pay for all fees associated with hospital privileges for PROVIDER; Aloha Psychiatry will not be responsible for any costs associated with credentialing or privileging of any PROVIDER.
- B.5 Comply with AMA, Federal, State and Local standards relating to patient care, the practice of medicine and related activities.
- B.6 If there are any occupational safety hazards or events involving PROVIDER, or there is any sentinel event or actual or threatened claim arising out of or relating to the acts or omissions of PROVIDER, COUNTY shall provide Aloha Psychiatry Inc. written notice of such claim immediately, and in no event, 30 days after COUNTY knew or reasonably should have known of such claim.

**C. COMPENSATION:**

- C.1 COUNTY shall compensate Aloha Psychiatry Inc. for services rendered in accordance with the rates and terms prescribed in **ATTACHMENT A**, attached and incorporated herein. COUNTY shall ensure that all records and documentation necessary to satisfy the requirements of Medicare, Medi-Cal, Medicaid, and all other forms of reimbursement, are completed prior to PROVIDER's completion of service. Failure to ensure completion of these necessary records and documentation does not in any way reduce or eliminate COUNTY's responsibility to compensate Aloha Psychiatry Inc. as required.
- C.2 COUNTY agrees to pay Aloha Psychiatry Inc. for all fees and expenses specified in any invoice provided by Aloha Psychiatry Inc. including the actual amount for any applicable state or local sales, gross or similar tax imposed on fees in any invoice from Aloha Psychiatry Inc. Payment for each time card and time card period is due upon receipt of an invoice. After thirty (30) days, if the invoice is not



paid, the invoice shall be considered delinquent and shall bear interest at the rate of one and one-half percent (1 and ½%) per month.

#### **D. CANCELLATIONS & SUBSEQUENT RECRUITMENT**

**Non-Solicitation.** To the extent allowed by applicable law, for a period of twelve (12) months following the date on which any PROVIDER last worked a shift under this Agreement, or a subsequent Assignment through this Agreement, COUNTY agrees that it will take no affirmative steps to solicit or recruit as its own employees, or as a contractor, those PROVIDERS provided or introduced by Aloha during the term of this Agreement. Customer understands and agrees that PROVIDERS are assigned to the COUNTY to render temporary service(s) and are not assigned to become employed by the COUNTY. Customer further acknowledges and agrees that there is a substantial investment in business related costs incurred by Aloha in recruiting, onboarding, training, and employing PROVIDERS, which necessarily includes recruiting, qualifying, credentialing, training, retaining, and supervising PROVIDERS.

- D.1 If, at any time during the course of this AGREEMENT or any assignments or placements hereunder, COUNTY does not reasonably find the performance of any PROVIDER to be appropriate, COUNTY shall provide written notice of such determination to Aloha Psychiatry Inc. Aloha Psychiatry Inc. shall attempt to replace such PROVIDER. COUNTY remains obligated to pay Aloha Psychiatry Inc. and PROVIDER, as applicable, for the costs and expenses incurred through the date of COUNTY'S termination of PROVIDER'S Assignment.
- D.2 If COUNTY requests that a PROVIDER that has been scheduled to provide services to or for COUNTY (whether or not actually placed in COUNTY's facility) be removed, his or her placement canceled, and such removal or cancellation does not satisfy the conditions of Section D.3, COUNTY agrees to pay Aloha Psychiatry Inc. (a) all amounts owed as outlined in ATTACHMENT A for locum tenens coverage provided through the effective date of the cancellation

#### **E. Termination of Agreement**

- E.1 Aloha Psychiatry Inc. reserves the right to terminate this AGREEMENT in writing at any time without cause. In the event such termination results from COUNTY'S misrepresentations herein, including, without limitation, the nature of PROVIDER assignments, or from COUNTY'S breach of any obligations (including financial) herein, no prior notice will be necessary.
- E.2 COUNTY may terminate this AGREEMENT or the services of any scheduled PROVIDER at any time in writing, subject to the limitations included below in Section G.4, provided once COUNTY has accepted a PROVIDER through verbal or written communication, termination by COUNTY shall not be effective until 30 days after written notice of termination was received by Aloha Psychiatry Inc. COUNTY agrees to pay PROVIDER and will be invoiced, in accordance to the rates agreed upon in ATTACHMENT A, for all scheduled time through the effective date of termination. Upon termination, COUNTY also remains obligated for any and all fees and expenses



that are due and owing to Aloha Psychiatry Inc. and PROVIDER under this AGREEMENT, as well as any other fees, expenses or other charges in connection with services performed by Aloha Psychiatry Inc. or a PROVIDER through the effective date of termination.

**F. Mutual Indemnification**

Each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts

**G. GENERAL PROVISIONS**

- G.1 COUNTY shall exercise independent judgment as to the professional qualifications of PROVIDERS and whether they meet the requirements of their assignments. COUNTY shall only assign PROVIDERS to areas of practice within their clinical competence.
- G.2 Aloha Psychiatry Inc. is not licensed to practice medicine and shall have no control as to the means or the quality of medical services furnished by any PROVIDER, nor shall Aloha Psychiatry Inc. have any right or responsibility for making any determinations regarding PROVIDER'S professional service assignments, schedule or practice. Aloha Psychiatry Inc. shall have no liability for any injury or any loss to any party relating to or in any way arising out of PROVIDER'S professional services at or on behalf of COUNTY.
- G.3 COUNTY acknowledges that PROVIDER is not an employee of Aloha Psychiatry Inc., the relationship of PROVIDER to Aloha Psychiatry Inc. is that of an independent contractor.
- G.4 COUNTY agrees that it will not seek to terminate a PROVIDER'S placement, nor will it refuse a PROVIDER'S services, for a discriminatory reason, including the PROVIDER'S race, sex, national origin, religion, age, disability, marital status, veteran status, or any other protected classification.
- G.5 COUNTY certifies that it will not use any information provided to it by Aloha Psychiatry Inc. regarding PROVIDER in an unlawful manner or for any unlawful purpose.
- G.6 Each Party shall keep confidential all Confidential Information of the other party ("owning party"), and shall not use or disclose such Confidential Information either during or at any time after the term of this Agreement, without owning party's express written consent, unless required to do so by law, court order or subpoena in which case a party shall not disclose such information until it has provided advance notice to owning party such that owning party may timely act to protect such disclosure. For purposes of this provision, "Confidential Information" means non-public information about either party or its employees



or agents that is disclosed or becomes known to the other party as a consequence of or through its activities under this Agreement, including, but not limited to, matters of a business nature, such as PROVIDER and prospective PROVIDER names and information, bill rates and the terms of this Agreement, requests for placement, costs, profits, margins, markets, sales, business processes, information systems, and any other information of a similar nature. COUNTY agrees to use appropriate security measures to protect Aloha Psychiatry Inc., COUNTY, and/or PROVIDER personal information from unauthorized access, destruction, use, modification or disclosure in accordance with all federal and state privacy laws.

- G.7 This Agreement and any of its terms may be amended, modified, or waived only by a writing acknowledged by the parties. If any provision herein is held to be invalid or contrary to law, such provision will be deemed valid only to the extent permitted by law, and all other provisions shall continue in full force and effect. Aloha Psychiatry Inc.'s failure to require performance of any provision shall not affect its right to require performance at any time thereafter, nor shall Aloha Psychiatry Inc.'s waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default.
- G.8 This AGREEMENT is enforceable pursuant to and in accordance with the laws of the State of California.
- G.9 COUNTY hereby represents and warrants to Aloha Psychiatry Inc. that it is lawfully organized and is in good standing in the State in which its principal office is located; the COUNTY'S name in the introductory paragraph of this AGREEMENT is COUNTY'S true, correct and complete legal name; and the person executing this AGREEMENT and any amendment has been or will be fully authorized to do so on behalf of and as a binding act of COUNTY.
- G.10 All notices, requests, instructions or other documents shall be in writing and shall be effective upon receipt, if given (a) in person or by courier or a courier service, (b) by facsimile or other wire transmission, (c) by electronic mail where receipt is confirmed, or (d) by U.S. mail, certified or registered mail, postage prepaid, or overnight delivery service; addressed as set forth on the signature page.
- G.11 All of sections D, E, F and G shall survive the expiration or cancellation of this AGREEMENT.
- G.12 This AGREEMENT and all attachments and addenda hereto shall be binding upon and inure to the benefit of Aloha Psychiatry Inc. and COUNTY and their respective successors or assigns.
- G.13 Neither COUNTY nor Aloha Psychiatry Inc. shall be liable for any damages resulting from any delay in fulfilling its respective obligations under this AGREEMENT, if such delays are determined to be the result of conditions beyond the control of such party. This shall include, but not be limited to, governmental restrictions, natural disasters, work stoppages, labor disputes, war or insurrection, or acts of God.
- G.14 The failure of either COUNTY or Aloha Psychiatry Inc. to exercise any rights outlined in this AGREEMENT shall not be deemed a waiver of such rights.



Signature Jonathan Sy   
Jonathan Sy, MD, President & CEO  
Aloha Psychiatry, Inc.

05/30/2025  
07:10 PM EDT  
Date \_\_\_\_\_

Signature Bill Emlen   
Bill Emlen, County Administrator  
County of Solano

06/30/2025  
04:50 PM EDT  
Date \_\_\_\_\_

APPROVED AS TO CONTENT

Signature Emery Cowan   
Emery Cowan, Director of Health and Social Services  
County of Solano

06/03/2025  
11:03 PM EDT  
Date \_\_\_\_\_

APPROVED AS TO FORM

Signature Kelly Welsh   
Kelly Welsh, Deputy County Counsel  
County of Solano

06/03/2025  
07:04 PM EDT  
Date \_\_\_\_\_





## ATTACHMENT A

**Rates for service are based on a 40-hour week, unless otherwise stated or agreed upon in advance, in writing.**

**For the purposes of this attachment, the term “Fiscal Year” (FY) shall refer to the period starting on July 1 of a given year and ending on June 30 of the following year. Fiscal years will be expressed in a year-to-year format (e.g., FY 2025-2026 refers to the period from July 1, 2025, to June 30, 2026).**

**The maximum amount the County agrees to compensate Aloha Psychiatry shall not exceed \$565,000.**

Aloha Psychiatry, Inc.		Rates			
Rate Description		General Adult Psychiatric Nurse Practitioners	Sub-Specialty Psychiatric Nurse Practitioners (Also boarded in child/adolescent or geriatric or addiction or forensic)	General Adult Psychiatrists	Sub-Specialty Psychiatrists (Also boarded in child/adolescent or geriatric or addiction or forensic)
Telepsychiatry Hourly Rate	FY 2025-2026	\$150	\$160	\$285	\$295
Reassignment Fee		\$15,000	\$17,000	\$20,000	\$22,500

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. CLOSING OUT**

A. County will pay Contractor's final request for payment providing Contractor has met all obligations required under this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to meet any outstanding obligation, County will withhold compensation due under this Contract from Contractor's final request for payment until Contractor satisfies such obligation(s). Contractor is responsible for County's receipt of a final request for payment 30 days after expiration or earlier termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than 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, upon full payment of such invoice, no further payments are due or outstanding under the Contract.

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 obtained all required approvals and have the proper authority to bind their respective entities to all certifications, 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:<br>(Including operations, products<br>and completed operations.) | <b>\$2,000,000</b>                      | per occurrence for bodily injury, personal injury<br>and property damage, or the full per occurrence<br>limits of the policy, whichever is greater. If<br>Commercial General Liability insurance or<br>other form with a general aggregate limit is<br>used, either the general aggregate limit shall<br>apply separately to this project/location or the<br>general aggregate limit shall be twice the<br>required occurrence limit. |
| (2) Automobile Liability:                                                               | <b>\$1,000,000</b>                      | per accident for bodily injury and property<br>damage.                                                                                                                                                                                                                                                                                                                                                                                |
| (3) Workers' Compensation:                                                              | As required by the State of California. |                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| (4) Employer's Liability:                                                               | <b>\$1,000,000</b>                      | 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: | <b>\$1,000,000</b> | per incident with the aggregate limit twice the<br>required limit to cover the full replacement<br>value of damage to, alteration of, loss of, or<br>destruction of electronic data and/or<br>information property of the County that will be<br>in the care, custody or control of Contractor<br>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 AM Best 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 of whether or not any insurance is applicable.

## 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, and not County, is solely obligated to pay all taxes, deductions and other employer-related obligations with respect to Contractor's employees 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 and County shall not 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 with respect to its employees 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 with respect to any right or benefit or term or condition of employment insofar as such claim may be related to or arise from compensation paid under this Contract.

## 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 relate to this Contract;
- (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, for 3 years from the date of termination, or as required by applicable law or regulation, whichever is later.
- D. Submit verification of non-profit status, if a requirement for the award of this Contract.
- E. Obtain a bond at Contractor's sole expense in an amount sufficient to cover start-up funds if any were provided to Contractor from County.
- F. Provide culturally and linguistically competent and age-appropriate service, to the extent feasible.

### 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 confidential information including names and other client-identifying information, and mental health records (per Welfare & Institutions Code section 5328) except for statistical information not identifying a particular client receiving services under this Contract and use of confidential information shall be in accordance with Welfare & Institutions Code section 10850 and Division 19 of the California Department of Social Services Confidentiality, Fraud, Civil Rights, and State Hearings Manual of Policies and Procedures.
- 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. Contractor agrees to file a Statement of Economic Interest if specified in the applicable County department's Conflict of Interest policy or if required by Cal. Code Regs., tit. 2 §§ 18219, 18700.3, 18704, or 18734.

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 CERTIFICATION**

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

#### **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 certifies 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, gender identity, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, military status, 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 or 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 (i) maintain insurance meeting all the requirements stated in Section 7 above; (ii) are not currently excluded, debarred, or otherwise ineligible to participate in a federally or state funded program; and (iii) satisfy all

of Contractor's requirements under this Contract.

- 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:

(1) 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

(2) 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 that is not subject to the jurisdiction of a federal court, in law or equity that may be brought in connection with this Contract. The United States District Court for the Eastern District of California shall be the venue for any action or proceeding that is subject to the jurisdiction of a federal court.

## **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. State law may preempt HIPAA and Contractor must follow the most restrictive law, or both if applicable.

## **30. BACKGROUND SCREENING**

A. If Contractor staff will have access to Personally Identifiable Information ("PII") and/or Protected Health Information ("PHI"), Contractor agrees to conduct a background screening of Contractor staff prior to granting access.

B. The background screening shall be commensurate with the risk and magnitude of harm the employee could cause. A more thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls. County requires LiveScan, Office of Inspector General List of Excluded Individuals/Entities ("LEIE") and the General Services Administration ("GSA") Systems for Award Management ("SAM") screenings for all contractors and their workforce. In addition, contractors billing for Medi-Cal services must screen against the Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List.

C. Contractor shall retain each of its staff members' background screening documentation for a period of three years following the conclusion of the employment relationship.

## **31. 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.

## **32. 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.

### **33. 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.

### **34. 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.

### **35. 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 those 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.

### **36. DEBARMENT AND SUSPENSION CERTIFICATION**

A. By signing this Contract, Contractor certifies to the County that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program or to be awarded a contract, subcontract or grant by the State; (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 or to be awarded a contract,

subcontract or grant by the State, 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 or from being awarded a contract, subcontract or grant by the State.

B. For purposes of this Contract, federally funded programs include, but are not limited to, any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs").

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

D. If services pursuant to this Contract involve federally funded programs, Contractor agrees to provide further 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.

### **37. 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.

### **38. 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.

### **39. 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.